AEPA Solicitation Audit Checklist

Proposal: 023-A Maintenance, Repair & Operations

Awarded Vendor(s): Ameresco, Inc., Best Plumbing, Lawson, Liftnow(Certified Lift)

Award Date: November 2022 **Contract Number:** 023-A

- ☑ 1 Legal Affidavit(s)
- ☑ 2 Release of Solicitation
- ☑ 3 Copy of Solicitation Documents
- ☑ 4 Copy of Questions & Answers
- ⊟ 5 Copy of Addenda
- ☑ 6 Closed Notification
- ☑ 7 Notification Report
- ☑ 8 Access Report
- ☑ 9 Opening Record
- ☑ 10 Copy of Qualified Vendor Responses
- ☑ 11 Recommendation for New Contracts
- ☑ 12 Copy of Signed Contract(s)

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)

StarTribune

650 3rd Ave. S, Suite 1300 | Mineapolis, 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:

Dates of Publication		Advertiser	Account #	Order #
StarTribune	08/02/2022	COOPERATIVE PURCHASING CONNECTION	1000337556	431287
StarTribune	08/09/2022	COOPERATIVE PURCHASING CONNECTION	1000337556	431287

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

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

FURTHER YOUR AFFIANT SAITH NOT.

Terri Swanson

Subscribed and sworn to before me on: 08/09/2022

Jalene K. Howard

JALENE K HOWARD
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/25

Notary Public

StarTribune
Sports
Tuesday, August 9, 2022
Ad Number: 0000431287-01
Insertion Number: N/A
Size: 1 Col x 3.44 in
Color Type: 0
Advertiser: Cooperative Purchasing Network
Agency: N/A
Section-Page-Zone(s): C-5-All
Description: Notice to Vendors Sealed solicit...

TWINS STATISTICS

Note: Totals include players no longer on the team.

BATTERS	AVG	AB	R	H	2B	3B	HR	RBI
Leon	.429	7	1	3	1	0	0	3
Arraez	.329	365	59	120	19	1	6	36
Miranda	.279	240	26	67	14	0	11	47
Gordon	.278	237	29	66	15	1	5	20
Cave	.273	22	2	6	1	1	1	2
Celestino	.269	167	17	45	7	1	0	9
Correa	.265	321	47	85	15	0	11	37
Urshela	.262	313	37	82	17	1	10	45
Polanco	.240	325	48	78	14	0	14	53
Kepler	.236	296	41	70	13	1	9	39
Buxton	.219	302	57	66	13	2	26	47
Sanchez	.213	286	28	61	19	0	10	40
Beckham	.143	14	1	2	0	0	0	1
Totals	.251	3653	480	917	186	11	113	472

• Stolen bases (18): Gordon 4, Buxton 3, Polanco 3, Arraez 2, Kepler 2, Sanchez 2, Miranda, Sano.
• Errors (53): Correa 7, Polanco 7, Gordon 5, Urshela 5, Miranda 4, Celestino 3, Arraez 2, Kepler 2, Sanchez 2, Sano 2, Duran, Jax, Jeffers, Garlick, Kepler, Megill, Pagan, Ryan, Smeltzer, Thielbar.
• Injured list: Garlick, Jeffers, Kirilloff, Lewis, Larnach, Sano.

PITCHERS	W-L	ERA	IP	H	ER	BB	SO
Fulmer	1-0	0.00	2.2	2	0	2	5
Duran	1-3	2.03	48.2	37	11	11	61
Megill	3-1	2.81	25.2	21	8	7	25
Lopez	0-0	3.00	3.0	3	1	1	3
Gray	6-3	3.19	73.0	64	28	24	74
Jax	5-3	3.58	50.1	41	20	15	56
Ryan	8-4	3.67	90.2	87	37	25	89
Archer	2-5	4.02	78.1	61	35	40	66
Thielbar	2-1	4.38	37.0	34	19	16	50
Pagan	3-5	4.89	38.2	37	21	17	54
Bundy	6-5	5.01	93.1	101	52	20	74
Mahle	0-0	6.00	6.0	5	4	1	5
Sands	0-3	7.45	19.1	24	16	7	19
Totals	57-51	4.82	895.0	878	482	323	891

• Saves (21): Pagan 9, Duran 6, Jax, Lopez, Moran, Thielbar.
• Injured list: Alcala, Coulombe, Ober, Paddack, Romero, Stashak.
Home attendance (56 dates)
Year Total Avg.
2022 1,261,10022,520
2021 823,30614,702

CLASSIFIEDS + PUBLIC NOTICES

STARTRIBUNE.COM/CLASSIFIEDS • 612.673.7000 • 800.927.9233

Proposals for Bids

INVITATION TO BID

JBT AeroTech Corporation, Jetway Systems, is soliciting Minority/Women Business Enterprises (M/WBE) and Disadvantaged Business Enterprises (DBE) to participate in the Minneapolis - St. Paul International Airport 2023 Passenger Boarding Bridge Replacements MAC Contract No. 106-2-1003

All prospective M/WBEs and DBEs meeting the following criteria: Firms headquartered or having a significant business presence within the Minneapolis area and have applicable certifications.

We are inviting certified companies able to perform the following functions: PBB Concrete Foundation work, Apron Striping, Commercial Electrical Installation, and Crane Services, and to be potential sub-contractors on this project.

Interested parties wishing to submit a bid should contact JBT AeroTech Corporation, Jetway Systems, Attention: Dylan Halverson, Tele 801-629-3144 or by email at dylan.halverson@jbtc.com no later than August 12th, 2022.
JBT will provide bid package and other contract documents relating to the project to interested subcontractors.

As part of our commitment to supporting DBE Business companies, we will be willing to support your efforts in obtaining bonds, lines of credit and insurance for this project.

JBT AeroTech Corporation, through its business unit, Jetway® Systems – is an Equal Opportunity Employer.

Mortgage Foreclosures

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:
Mortgagor Christopher Carpenter and Angelique Carpenter-Powers, spouses married to each other, joint tenants
Mortgagee: Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for American Mortgage & Equity Consultants, Inc., its successors and assigns
Dated: September 7, 2018
Recorded September 28, 2018
Dakota County Recorder Document No. 3273107
Assigned To: Freedom Mortgage Corporation
Dated: April 6, 2022
Recorded: April 7, 2022
Dakota County Recorder Document No. 3533555
Transaction Agent: Mortgage Electronic Registration Systems, Inc
Transaction Agent Mortgage Identification Number: 1006571-0000102859-4
Lender or Broker: American Mortgage & Equity Consultants, Inc., a Corporation
Residential Mortgage Servicer: Freedom Mortgage
Mortgage Originator: American Mortgage & Equity Consultants, Inc., a Corporation
LEGAL DESCRIPTION OF PROPERTY: Lot 10, Block 1, Apple Valley East Third Addition, Dakota County, Minnesota
This is Abstract Property.
TAX PARCEL ID: 01-11752-01-100
ADDRESS OF PROPERTY: 15425 Drexel Way
Apple Valley, MN 55124
COUNTY IN WHICH PROPERTY IS LOCATED: Dakota
ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: $227,797.00
AMOUNT DUE AND CLAIMED TO BE DUE AS OF DATE OF NOTICE: $251,989.18
That prior to the commencement of this mortgage foreclosure proceeding, Mortgagor/Assignee of Mortgagee complied with all notice requirements as required by statute, that no action or proceeding has been instituted at law or otherwise to recover the debt secured by said mortgage, or any part thereof;
PURSUANT to the power of sale contained in said mortgage, the above described property will be sold by the Sheriff of said county as follows:
DATE AND TIME OF SALE: September 7, 2022, 10:00 AM
PLACE OF SALE: Lobby of Law Enforcement Center, Dakota County Civil Unit, 1580 Highway 55, Hastings, MN (all of the debt then secured by said Mortgage, and taxes, if any, on said premises, and the costs and disbursements, including attorneys' fees allowed by law subject to redemption within 6 Months from the date of said sale by the mortgagor(s), their personal representatives or assigns.
DATE TO VACATE PROPERTY: The date on or before which the mortgagor must vacate the property if the property is not reinstated under Minnesota Statutes section 580.30 or the property redeemed under Minnesota Statutes section 580.23 is March 7, 2023 at 11:59 p.m. If the foregoing date is a Saturday, Sunday or legal holiday, then the date to vacate is the next business day at 11:59 p.m.
MORTGAGOR(S) RELEASED FROM FINANCIAL OBLIGATION ON MORTGAGE: NONE
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 IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED.
Dated: July 22, 2022
Freedom Mortgage Corporation, Assignee of Mortgagee
By: HALLIDAY, WATKINS & MANN, P.C.
Attorneys for: Freedom Mortgage Corporation, Assignee of Mortgagee
101 Fifth Street East, Suite 2626
St. Paul, MN 55101
801-355-2886
651-228-1753 (fax)
THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
MN11445
7/26, 8/2, 8/9, 8/16, 8/23, 8/30/22
Star Tribune

Proposals for Bids

Notice to Vendors

Sealed solicitations will be received by the Association of Educational Purchasing Agencies (AEPA) on behalf of its 29 State Member Agencies until:

1:30 p.m. ET, Tuesday, September 13, 2022

Bids: 023-A Maintenance, Repair, And Operations; 023-B Custodial Supplies and Equipment; 023-C Office Catalog; 023-D School & Instructional Supplies; and 023-G Athletic Equipment & Supplies

RFPs: 023-E Technology Buyback and 023-F Audio Visual Integration

All responses shall be submitted online via Public Purchase by the due date and time listed above. AEPA documents can be downloaded at no cost after registering on Public Purchase at www.publicpurchase.com. Note that Vendors must be able to provide their proposed products and services in up to 29 states.

Solicitations will be publicly opened after 1:30 p.m. ET on Tuesday, September 13, 2022, at Lakes Country Service Cooperative, 1001 E Mt. Faith, Fergus Falls, MN 56537. An opening record will be posted to AEPACOOP.org.

Mortgage Foreclosures

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: September 3, 2020
ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: $225,132.00
MORTGAGOR(S): Christopher Ewald,unmarried
MORTGAGEE: Mortgage Electronic Registration Systems, Inc., as nominee for Freedom Mortgage Corporation
DATE AND PLACE OF FILING: Recorded on September 18, 2020 as Document Number A11034563 in the Office of the County Recorder of Scott County, Minnesota
ASSIGNMENTS OF MORTGAGE: Assigned to: Freedom Mortgage Corporation by assignment recorded on July 11, 2022 as Document Number A11609318 in the Office of the County Recorder of Scott County, Minnesota
LEGAL DESCRIPTION OF PROPERTY: The Land referred to herein below is situated in the County of SCOTT, State of MN, and is described as follows:
Lot 1, Block 2, Killarney Hills, Scott County, Minnesota.
Being the same property as conveyed from Larry Joe Vargo a/k/a Larry J. Vargo and Kathryn A. Vargo, husband and wife, to Christopher Ewald, as set forth in Deed Instrument Number: 1006571-0000102859-4 dated 9/18/2015, recorded 11/06/2015, SCOTT County, MINNESOTA.
STREET ADDRESS OF PROPERTY: 1401 TYRONE DR, SHAKOPEE, MN 55379
COUNTY IN WHICH PROPERTY IS LOCATED: Scott, Minnesota
THE AMOUNT CLAIMED TO BE DUE ON THE MORTGAGE ON THE DATE OF THE NOTICE: $244,350.79
TRANSACTION AGENT: Mortgage Electronic Registration Systems, Inc.
NAME OF MORTGAGE ORIGINATOR: Freedom Mortgage Corporation
RESIDENTIAL SERVICER: Freedom Mortgage Corporation
TAX PARCEL IDENTIFICATION NUMBER: 270470120
TRANSACTION AGENT'S MORTGAGE IDENTIFICATION NUMBER: 100073001-0104785139
THAT no action or proceeding has been instituted at law to recover the debt then remaining secured by such mortgage, or any part thereof, or, if the action or proceeding has been instituted, that the same has been discontinued, or that an execution upon the judgment rendered therein has been returned unsatisfied, in whole or in part.
PURSUANT, to the power of sale contained in said mortgage, the above described property will be sold by the Sheriff of said county as follows:
DATE AND TIME OF SALE: September 29, 2022, 10:00 AM
PLACE OF SALE: Scott County Sheriff's Office, 301 South Fuller Street, Shakopee, MN 55379, to pay the debt then secured by said mortgage, and taxes, if any, actually paid by the mortgagee, on the premises and the costs and disbursements allowed by law. The time allowed by law for redemption by said mortgagor(s), their personal representatives or assigns is six (6) months from the date of sale.
TIME AND DATE TO VACATE PROPERTY: Unless said mortgage is reinstated or the property redeemed, or unless the time for redemption is reduced by a judicial order, you must vacate the premises by 11:59 p.m. on March 29, 2023.
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 IN AGRICULTURAL PRODUCTION; AND ARE ABANDONED.
MORTGAGOR(S) RELEASED FROM FINANCIAL OBLIGATION ON MORTGAGE: None
Dated: July 26, 2022
FREEDOM MORTGAGE CORPORATION
Mortgagee
TROTT LAW, P.C.
By: /s/
N Kibongoi Fondungallah, Esq
Samuel H. Coleman, Esq
*Sung Woo Hong, Esq
Attorneys for Mortgagee
25 Dale Street North
St. Paul, MN 55102
(651) 209-9760
(22-0804-FC01)
THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.
8/2, 8/9, 8/16, 8/23, 8/30, 9/6/22
Star Tribune

MLB ROUNDUP



NICK WASS • Associated Press

The Orioles' Ramon Urias celebrated after his first-inning three-run home run against Toronto in Baltimore on Monday night.

Urias' three-run homer kicks off Orioles victory

ASSOCIATED PRESS

Ramon Urias hit a three-run homer in the first inning, and Anthony Santander, Ryan Mountcastle and Austin Hays also went deep to lift the Baltimore Orioles to a 7-4 home victory over the Toronto Blue Jays on Monday night.

The Orioles pulled within three games of Toronto for the first wild card. This was the first of 15 meetings down the stretch between the Blue Jays and Orioles.

"I don't know if it's a statement. I think that we swung the bats really well," Baltimore manager Brandon Hyde said. "Nice to see us hit some homers."

Baltimore starter Jordan Lyles gave up a third-inning homer by Cavan Biggio, but the Orioles responded with back-to-back solo shots by Santander and Mountcastle. Matt Chapman hit a solo homer for Toronto in the sixth, but Hays answered with one of his own in the bottom half.

Vladimir Guerrero Jr. singled in the fifth to extend his hitting streak to 19 games, the longest in the AL this year.

Los Angeles 1, Oakland 0: Jose Suarez and two relievers combined on a two-hitter, Luis Rengifo hit a first-inning home run off Cole Irvin and the Angels beat the host Athletics.

New York at Seattle, late: The Yankees announced during the game that veteran slugger Matt Carpenter suffered a fractured left foot. Carpenter, who has 15 home runs in 47 games, departed after fouling a pitch off his foot.

National League

New York 5, Cincinnati 1: Chris Bassitt scattered eight hits over eight innings and Starling Marte hit a two-run homer in the first, leading the Mets to a home victory over the Reds.

Arizona 3, Pittsburgh 0: Zac Gallen pitched seven dominant innings, Ketel Marte had a crucial two-out, two-RBI single in the eighth inning and the host Diamondbacks beat the Pirates.

Chicago 6, Washington 3: Keegan Thompson pitched six effective innings, rookies Nelson Velazquez and Christopher Morel homered in the third inning, and the host Cubs beat the Nationals.

Note

• Hall of Fame pitcher Dennis Eckersley, 67, will be leaving the Boston Red Sox broadcasts at the end of the season, his 50th in Major League Baseball. He joined NESN in 2003 and stood out for his outspoken and colorful analysis on the Red Sox broadcasts. The six-time All-Star went 197-171 with a 3.50 ERA.

MINNESOTA SCENE

Twins promoting Varland to Saints

Twins prospect **Louie Varland** is back in his hometown and one step away from the big leagues.

The Twins promoted the 24-year-old righthander to Class AAA St. Paul on Monday. In 20 games (19 starts) at Class AA Wichita, Varland went 7-4 with a 3.34 ERA, with 119 strikeouts and 39 walks in 105 innings. His ERA and strikeouts rank second in the Texas League.



Varland

Varland, twice named Twins minor league pitcher of the week this season, was a 15th-round draft pick out of Concordia (St. Paul) in 2019 after playing his high school ball at North St. Paul. Last year, he went 10-4 with a 2.10 ERA in 20 minor league games between Class A Fort Myers and Cedar Rapids and was the Jim Rantz Award winner as the Twins' minor league pitcher of the year.

• The Saints' **Dereck Rodríguez** was named International League pitcher of the week after the veteran righthander threw six shutout innings at Omaha on Thursday.

Skippers' Moore to U

The Gophers men's hockey team landed its third recruit since Aug. 1, when Minnetonka's **Javon Moore** announced on Instagram that he has committed to coach **Bob Motzko**'s program.

Moore, a 6-2, 161-pound forward, had 17 goals and 20 assists in 27 games as a sophomore for the Skippers in 2021-22. The 16-year-old joins forward **Beckett Hendrickson** and defenseman **John Whipple** in committing to the Gophers. Hendrickson and Whipple are teammates with the U.S. National Team Development Program and were teammates on Minnetonka's Bantam AA team in 2019-20.

Last week, Moore participated in 40-man camp with the Sioux Falls Stampede of the USHL and earlier was in camp with hopefuls for Team USA's Hlinka Gretzky Cup squad. He is a 2022 second-round draft pick of the Stampede.

RANDY JOHNSON

Belisle dead at 81

Wayne Belisle, a St. Paul attorney who became owner and president of the Minnesota Fighting Saints of the WHA, died on July 29. He was 81.

Belisle was the lead investor for a group — he was 33 at the time — which purchased the Fighting Saints in 1974, near the end of their second season. The team ceased operations during

DAILY DELIVERY

Listen now: On Monday's StribSports "Daily Delivery" podcast, Michael Rand and Star Tribune columnist Patrick Reusse broke down the overturned call in Sunday's Twins game that led to a 3-2 defeat, an ejection for manager Rocco Baldelli and a significant postgame rant. If you've followed the Twins the last few years, it's extremely rare to see Baldelli get that upset.

Coming today: Listen as Rand is expected to be joined by Minnesota United manager Adrian Heath, who will lead the Major League Soccer All-Stars in their match Wednesday against Liga MX All-Stars at Allianz Field in St. Paul. Heath's Loons have had an uneven season, but they are currently fourth in the jam-packed Western Conference standings.

New episodes are posted weekday mornings. Podcasts and subscriptions available on any Star Tribune digital platform and popular podcast apps.

SCOREBOARD

LOCAL CALENDAR HOME GAMES IN CAPS

9 TUE	10 WED	11 THU	12 FRI	13 SAT	14 SUN	15 MON
VIKINGS • 612-338-4537						
					at L. Vegas 3:25 pm Ch. 9 (preseason)	
TWINS • 800-338-9467						
at L.A. Dodgers 9:10 pm BSN	at L.A. Dodgers 9:10 pm BSN		at L.A. Angels 8:38 pm BSN	at L.A. Angels 8:07 pm BSN	at L.A. Angels 3:07 pm BSN	K.C. 6:40 pm BSN
SAINTS • 651-644-6659						
COLUMBUS 7:07 pm	COLUMBUS 1:07 pm	COLUMBUS 7:07 pm	COLUMBUS 7:07 pm FOX9+	COLUMBUS 7:07 pm FOX9+	COLUMBUS 2:07 pm Ch. 45	
LYNX • 612-673-8400						
	at Phoenix 9 pm BSNX		SEATTLE 8 pm ESPN2		at Conn. noon Ch. 5	
LOONS • 763-331-8777						
					at Nashville 8 pm FSI	
CANTERBURY PARK • 952-445-7224						
	First post: 5 pm	First post: 5 pm		First post: 5 pm	First post: 1 pm	

OTHER SPORTS

GOPHERS

Women's soccer: Friday vs. Iowa State, 6 pm (exhibition)

MNUFC2

MLS NEXT Pro: Monday vs. Tacoma at Nat'l Sports Center, 7 pm

HARNESS RACING

Running Aces Track: Tuesday 7 pm **Thursday** 7 pm **Sunday** 7 pm

ON THE AIR TODAY

BASEBALL	TIME	TV	RADIO
Little League: Southwest Regional	noon	ESPN	
Little League: Great Lakes Regional	2 pm	ESPN	
Little League: Southeast Regional	4 pm	ESPN	
Interleague: Atlanta at Boston	6 pm	TBS	
Class A: Quad Cities vs. Cedar Rapids	6 pm	MLBN	
Little League: Mid-Atlantic Regional	6 pm	ESPN	
IL West: Columbus at Saints	7 pm		96.7-FM
Little League: Mountain Regional	8 pm	ESPN	
Interleague: Twins at L.A. Dodgers	9 pm	BSN	102.9/830
AL: New York at Seattle (JIP)	10:30 pm	MLBN	
BASKETBALL			
WNBA: Seattle at Chicago	7 pm	NBATV	
WNBA: Atlanta at Las Vegas	9 pm	CBSSN	
WNBA: Connecticut at Los Angeles	9:30 pm	NBATV	
HOCKEY			
IIHF World Jr: Slovakia vs. Czechia	1 pm	NHLN	
IIHF World Jr: Finland vs. Latvia	5 pm	NHLN	
IIHF World Jr: USA vs. Germany	9 pm	NHLN	
SOCCER			
MLS: All-Star skills challenge	7:30 pm	ESPN2	

BASEBALL

TWINS MINOR LEAGUE REPORT

ST. PAUL SAINTS (CLASS AAA)
Saints were idle.
Next: Tuesday vs. Columbus (Guardians)

WICHITA WIND SURGE (CLASS AA)
Wichita was idle.
Next: Tuesday, vs. Corpus Christi (Astros)

CEDAR RAPIDS KERNELS (CLASS A)
Cedar Rapids was idle.
Next: Tuesday, at Quad Cities (Royals)

FT. MYERS MIGHTY MUSSELS (CLASS A)
Fort Myers was idle.
Next: Tuesday, at Jupiter (Marlins)

INTERNATIONAL LEAGUE

WEST DIVISION	W	L	Pct.	GB
Nashville (Mil.)	63	41	.606	–
Columbus (Clev.)	62	42	.596	1
Memphis (St. L.)	55	49	.529	8
Toledo (Det.)	53	51	.510	10
Indianapolis (Pitt.)	51	52	.495	11½
Saints (Twins)	51	52	.495	11½
Omaha (K.C.)	51	53	.490	12
Gwinnett (Atl.)	50	55	.476	13½
Iowa (Cubs)	47	58	.448	16½
Louisville (Cinc.)	43	62	.410	20½

RESULTS MONDAY
No games scheduled
GAMES TUESDAY
Columbus at Saints, 7:07 pm
Omaha at Toledo, 6:05 pm
Louisville at Iowa, 6:38 pm
Gwinnett at Nashville, 7:05 pm
Indianapolis at Memphis, 7:05 pm

NORTHWOODS LEAGUE

SECOND-HALF STANDINGS

Great Plains East	W	L	Pct	GB
Eau Claire	20	9	.690	–
La Crosse	14	15	.483	6
*Duluth	13	16	.448	7
Waterloo	6	23	.207	14
Minnesota	0	15	.000	13
Great Plains West	**W**	**L**	**Pct**	**GB**
Willmar	23	6	.793	–
*St. Cloud	21	9	.700	2½
Mankato	18	11	.621	5
Rochester	15	15	.483	9
Bismarck	10	20	.333	13½

Note: * -won first-half title.
RESULTS SUNDAY
Eau Claire 12, Duluth 5
La Crosse 12, Willmar 9
Mankato 6, Rochester 4
St. Cloud 9, Waterloo 3
GAMES TUESDAY
Eau Claire at Duluth, 6:35 pm
Rochester at Mankato, 6:35 pm
St. Cloud at Waterloo, 6:35 pm
Willmar at La Crosse, 6:35 pm

BASKETBALL

WNBA

WESTERN	W	L	Pct	GB
*Las Vegas	23	10	.697	–
*Seattle	20	13	.606	3
Dallas	17	16	.515	6
Phoenix	14	19	.424	9
Los Angeles	13	20	.394	10
Minn.	13	20	.394	10
EASTERN	**W**	**L**	**Pct**	**GB**
*Chicago	25	8	.758	–
*Connecticut	22	11	.667	3
*Washington	20	14	.588	5½
Atlanta	14	19	.424	11
New York	13	20	.394	12
Indiana	5	29	.147	20½

Note: * -clinched playoff berth.
RESULTS MONDAY
Dallas 86, New York 77
GAMES TUESDAY
Seattle at Chicago, 7 pm
Atlanta at Las Vegas, 9 pm
Connecticut at Los Angeles, 9:30 pm

FOOTBALL

NFL PRESEASON

GAMES THURSDAY
N.Y. Giants at New England, 6 pm
Tennessee at Baltimore, 6:30 pm
GAMES FRIDAY
Atlanta at Detroit, 5 pm
Cleveland at Jacksonville, 6 pm
Arizona at Cincinnati, 6:30 pm
N.Y. Jets at Philadelphia, 6:30 pm
Green Bay at San Francisco, 7:30 pm
GAMES SATURDAY
Carolina at Washington, noon
Kansas City at Chicago, noon
Indianapolis at Buffalo, 3 pm
Seattle at Pittsburgh, 6 pm
Miami at Tampa Bay, 6:30 pm
New Orleans at Houston, 7 pm
Dallas at Denver, 8 pm
L.A. Rams at L.A. Chargers, 9 pm
GAME SUNDAY
Vikings at Las Vegas, 3:25 pm

SOCCER

MLS

WESTERN	W	L	T	Pts	GF	GA
Los Angeles FC	15	4	7	52	51	28
Austin	13	5	6	45	50	31
Dallas	9	7	9	36	34	27
Lanes	10	9	5	35	38	34
Real Salt Lake	9	8	7	34	31	33
Nashville	8	8	9	33	33	34
Portland	7	6	12	33	41	37
Seattle	10	12	2	32	31	29
Colorado	8	9	6	30	34	36
LA Galaxy	9	11	3	30	32	32
Vancouver	8	10	6	30	27	39
Houston	7	13	4	25	29	39
San Jose	5	10	9	24	39	49
Sporting KC	6	14	5	23	23	44
EASTERN	**W**	**L**	**T**	**Pts**	**GF**	**GA**
Philadelphia	12	3	9	45	41	18
New York City FC	12	5	6	42	43	24
Montreal	12	8	4	40	40	39
New York	10	7	7	37	38	30
Columbus	8	6	9	33	31	26
Cincinnati	8	8	8	32	40	43
New England	7	7	9	30	35	34
Orlando	8	10	6	30	27	36
Chicago	8	10	6	30	27	30
Miami	8	10	6	30	29	39
Charlotte	9	13	2	29	30	34
Atlanta	7	9	7	28	31	34
Toronto	7	12	5	26	34	42
D.C. United	6	13	4	22	28	47

GAME WEDNESDAY
All-Star Game • Allianz Field
Liga MX All-Star vs. MLS, 7:30 pm
GAMES SATURDAY
Orlando at New York, 5 pm
Atlanta at Cincinnati, 6:30 pm
D.C. United at New England, 6:30 pm
Chicago at Philadelphia, 6:30 pm
Portland at Toronto, 6:30 pm
NYC FC at Miami, 7 pm
Sporting K.C. at Austin, 8 pm
Columbus at Colorado, 8 pm
San Jose at Dallas, 8 pm
Montreal at Houston, 8 pm
Vancouver at LA Galaxy, 9 pm
Charlotte at Los Angeles FC, 9:30 pm

TENNIS

PRO • MEN

NATIONAL BANK OPEN
Round of 64 • Montreal
• Alex Molcan def. Mackenzie McDonald, 7-6 (1), 6-4.
• Emil Ruusuvuori def. Stan Wawrinka, 6-1, 3-6, 6-3.
• Karen Khachanov def. Francisco Cerundolo, 7-6 (4), 5-7, 6-3.
• Jenson Brooksby def. Alexander Bublik, 6-2, 6-3.

PRO • WOMEN

NATIONAL BANK OPEN
Round of 64 • Toronto
• Simona Halep (15) def. Donna Vekic, 6-0, 6-2.
• Beatriz Haddad Maia def. Martina Trevisan, 6-2, 2-6, 6-2.
• Elena Rybakina def. Marie Bouzkova, 7-5, 6-7 (3), 6-1.
• Serena Williams def. Nuria Parrizas Diaz, 6-3, 6-4.
• Jelena Ostapenko (16) def. Anhelina Kalinina, 6-4, 6-2.
• Karolina Pliskova (14) def. Barbora Krejcikova, 6-3, 6-4.
• Asia Muhammad def. Madison Keys, 7-6 (5), 6-4.
• Sloane Stephens def. Sofia Kenin, 6-2, 6-7 (5), 7-5.
• Alize Cornet def. Caroline Garcia, 3-6, 6-3, 6-3.

TRANSACTIONS

BASEBALL

NATIONAL LEAGUE
Chicago: Claimed OF Franmil Reyes off waivers from Cleveland.
Milwaukee: Agreed to terms with 3B Luke Adams on a minor league contract.

TODAY'S LINE

MLB

FAVORITE	LINE	UNDERDOG
TUESDAY		
Interleague		
L.A. (NL)	-215/+180	Twins
Atlanta	-136/+116	BOSTON
MILW.	OFF/OFF	Tampa Bay
American League		
[G1] K.C.	OFF/OFF	Chicago
Toronto	-180/+152	BALTIMORE
Cleveland	-180/+152	DETROIT
[G2] K.C.	OFF/OFF	Chicago
HOUSTON	-200/+168	Texas
Los Angeles	-200/+168	OAKLAND
New York	-136/+116	SEATTLE
National League		
PHILA.	-260/+215	Miami
NEW YORK	-310/+250	Cincinnati
CHICAGO	OFF/OFF	Washington
St. Louis	-176/+148	COLORADO
ARIZONA	-148/+125	Pittsburgh
SAN DIEGO	-200/+168	San Fran.

Note: Home team in CAPS

ND Affidavit No. 87153

AFFIDAVIT OF PUBLICATION

STATE OF NORTH DAKOTA
ss.
COUNTY OF CASS

Taylor Herhold,The Forum of Fargo-Moorhead, being duly sworn, states as follows:

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

2. The newspaper listed on the exhibit published the advertisement of: ***Legal Notice***; *(2) time: Wednesday August 3, 2022, Wednesday August 10, 2022*, as required by law or ordinance.

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

Dated this 10th day of August, 2022

Taylor Herhold
Legals Clerk

Nichole Seitz
Notary Public

NICHOLE SEITZ
Notary Public
State of North Dakota
My Commission Expires Jan. 3, 2024

Notice to Vendors

Sealed solicitations will be received by the Association of Educational Purchasing Agencies (AEPA) on behalf of its 29 State Member Agencies until:

1:30 p.m. ET, Tuesday, September 13, 2022

Bids: 023-A Maintenance, Repair, And Operations; 023-B Custodial Supplies and Equipment; 023-C Office Catalog; 023-D School & Instructional Supplies; and 023-G Athletic Equipment & Supplies

RFPs: 023-E Technology Buyback and 023-F Audio Visual Integration

All responses shall be submitted online via Public Purchase by the due date and time listed above. AEPA documents can be downloaded at no cost after registering on Public Purchase at www.publicpurchase.com. Note that Vendors must be able to provide their proposed products and services in up to 29 states.

Solicitations will be publicly opened after 1:30 p.m. ET on Tuesday, September 13, 2022, at Lakes Country Service Cooperative, 1001 E Mt. Faith, Fergus Falls, MN 56537. An opening record will be posted to AEPACOOP.org.

(Aug. 3, & 10, 2022) 87153

*** Proof of Publication ***

State of North Dakota)
) SS:
County of Burleigh)

Before me, a Notary Public for the State of North Dakota personally appeared Jill Lindsay who being duly sworn, deposes and says that he (she) is the Clerk of Bismarck Tribune Co., and that the publication(s) were made through the

Bismarck Tribune on the following dates:

8/3+9/2022

Signed Jill Lindsay

LAKES COUNTRY SERVICE COOP
Lori Mittelstadt
1001 E MOUNT FAITH
FERGUS FALLS MN 56537

ORDER NUMBER 49631

Sworn and subscribed to before me this 11 day of August 2022

Connie V Haluzak
Notary Public in and for the State of North Dakota

CONNIE V HALUZAK
Notary Public
State of North Dakota
My Commission Expires July 28, 2026

Notice to Vendors
Sealed solicitations will be received by the Association of Educational Purchasing Agencies (AEPA) on behalf of its 29 State Member Agencies until:
1:30 p.m. ET, Tuesday, September 13, 2022
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8/3 & 9 - 49631

Section: Legals
Category: 5380 Public Notices
PUBLISHED ON: 08/03/2022, 08/09/2022

TOTAL AD COST:	72.00
FILED ON:	8/9/2022

Argus Leader

P.O. Box 677349, Dallas, TX 75267-7349

Account No.: SFA-0000000483
Ad No.: 0005342681
PO #: AEPA 023
Lines : 43
Ad Total: $29.96

LAKES COUNTRY SERVICE COOPERAT
1001 E MOUNT FAITH AVE
FERGUS FALLS, MN 56537

This is not an invoice

# of Affidavits1

Account No.: SFA-0000000483
Ad No.: 0005342681

Argus Leader
AFFIDAVIT OF PUBLICATION

State of Wisconsin
County of Brown

I being duly sworn, says: That The Argus Leader is, and during all the times hereinafter mentioned was, a daily legal newspaper published at Sioux Falls, Minnehaha County, South Dakota; that affiant is and during all of said times, was an employee of the publisher of such newspaper and has personal knowledge of the facts sdated:tated in this affidavit; that the notice, order or advertisement, a printed copy of which is hereto attached, was published in said newspaper issue(s) :

Tuesday, August 2, 2022
Tuesday, August 9, 2022

Sworn to and subscribed before me this 9 day of August, 2022.

Nicole Jacobs
Legal Clerk

Shelly Hora
Notary Public, State of Wisconsin, County of Brown

8-25-23
My Commission expires

SHELLY HORA
Notary Public
State of Wisconsin

Notice to Vendors

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All responses shall be submitted online via Public Purchase by the due date and time listed above. AEPA documents can be downloaded at no cost after registering on Public Purchase at www.publicpurchase.com. Note that Vendors must be able to provide their proposed products and services in up to 29 states.

Solicitations will be publicly opened after 1:30 p.m. ET on Tuesday, September 13, 2022, at Lakes Country Service Cooperative, 1001 E Mt. Faith, Fergus Falls, MN 56537. An opening record will be posted to AEPACOOP.org.

5342681 Aug 2, 9, 2022

From: Public Purchase
To: Lisa Truax
Subject: [External]Public Purchase - IFB #023-A - Maintenance, Repair & Operations (MRO) Closed Notification
Date: Tuesday, September 13, 2022 12:30:09 PM

Lisa Truax:

The bid IFB #023-A - Maintenance, Repair & Operations (MRO) has closed on Sep 13, 2022 12:30:00 PM CDT

To see more details on this bid go to

http://www.publicpurchase.com/gems/bid/bidView?bidId=159993

Thank you for using Public Purchase.

MK= F9rddAkM+5q0LZbzpnHopQ==
CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

From: Public Purchase
To: Jane Eastes
Cc: George Wilson; Hollander, Anna Marie; Melissa Mattson; Lisa Truax
Subject: [External]Release Successful on Bid IFB #023-A - Maintenance, Repair & Operations (MRO)
Date: Tuesday, August 2, 2022 9:00:12 AM

Jane Eastes:

Bid "IFB #023-A - Maintenance, Repair & Operations (MRO)"
Status: Release Successful on Aug 2, 2022 9:00:05 AM CDT

You can check the released bid by going to the following address:
http://www.publicpurchase.com/gems/bid/bidView?bidId=159993

If you have any questions regarding this bid, please contact our Customer Support Staff at agencysupport@publicpurchase.com

Thank you for using Public Purchase.

MK= j0VXyThf43wUZoC22nn83g==
CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

PART A -
Instructions and General Terms and Conditions
AEPA SOLICITATION #023

Notice to Respondents

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

September 13, 2022, 1:30 p.m. ET

For Solicitations:

Each package consists of multiple parts:

- **Part A – Terms and Conditions**
- **Part B – Technical Specifications**
- **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 Public Purchase website by the due date and time listed above. AEPA solicitation documents can be downloaded after registering, at no cost, on Public Purchase at www.publicpurchase.com.

AEPA and/or the respective Member Agencies reserve the right to reject any or all offers in whole or in part; to waive any formalities or irregularities in any offers, and to accept the offers, which in its discretion, within state law, are for the best interest of any of the AEPA Member Agencies and/or their Participating Entities. Note that Respondents must be able to provide their proposed products and services in up to 29 states including California, Colorado, Connecticut, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, New Jersey, New Mexico, 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 in Part B for each category.

Solicitations will be opened online on **September 13, at 1:30 p.m. ET**

Bid & Contract Timeline:

August 2, 2022	Release of IFBs/RFP
August 17, 2022	Pre-Solicitation Conference Call (optional)
August 24, 2022	Deadline for questions from Respondents
September 13, 2022	Deadline for Submittals and Reading via Public Purchase
October 21, 2022	Opening Record posted on the AEPA website, www.aepacoop.org
November 28 – 30, 2022	AEPA Approval of Offers
December 2022	Vendor Partners submit required documentation to AEPA Agencies
	Initial contract term–See Term of Contract and Extensions in General Terms & Conditions. Annual contract renewal dates subject to approval by AEPA

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I. About AEPA

Welcome to The Association of Educational Purchasing Agencies (AEPA) annual 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 twenty-nine (29) 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 29 states, which have the potential to sell nationwide. You are working with up to 29 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 multi-million-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 manner in which 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 the 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 (see the Summary of State Participation by Solicitation Category Table). 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 the AEPA Member Agencies' Awarded Contracts.

AEPA has an elected President, Vice President, Secretary, and Treasurer. Operations are overseen by the Executive Director. 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
California	Monterey County Office of Education d/b/a CalSAVE	Ted Witt	tedwitt@epylon.com	6,002,523
Colorado	Colorado BOCES Association	Ed Vandertook	vandertook@earthlink.net	889,000
Connecticut	Capitol Region Education Council (CREC)	Cara Hart	chart@crec.org	538,000
Florida	Panhandle Area Education Consortium	Tori Baxley	tori.baxley@paec.org	2,700,000
Georgia	Cooperative Purchasing Agency	Kevin Benson	kbenson@cpa4schools.com	1,600,000
Indiana	Wilson Education Center	James Tyler	jtyler@wesc.k12.in.us	1,010,811
Illinois	Illinois Learning Technology Purchase Program	Hope Hardin-Borbely	hhardinborbely@iltpp.org	1,887,316
Iowa	AEA Purchasing	Joni Puffett	joni@aeapurchasing.org	520,000
Kansas	The Purchasing Cooperative at Greenbush	Tina Smith	tina.smith@greenbush.org	476,435
Kentucky	Green River Regional Educational Cooperative	Scott Howard	scott.howard@grrec.org	675,000
Massachusetts	The Education Cooperative	Joan Preble	jpreble@tec-coop.org	955,739
Michigan	Oakland Schools	Anna Marie Hollander	AnnaMarie.Hollander@oakland.k12.mi.us	1,550,802
Minnesota	Cooperative Purchasing Connection	Melissa Mattson	mmattson@lcsc.org	842,932
Missouri	EducationPlus	Steve Griggs	sgriggs@edplus.org	897,651
Montana	Montana Cooperative Service	Dave Puyear	dpuyear@mrea-mt.org	144,129
Nebraska	ESU Coordinating Council (ESUCC)	Craig Peterson	craig.peterson@esucc.org	363,691
New Jersey	Educational Services Commission of	Anthony LaMarco	alamarco@escnj.us	1,369,000
New Mexico	Cooperative Educational Services	Robin Strauser	robin@ces.org	338,307
North Dakota	North Dakota Educators Service Cooperative	Jane Eastes	jeastes@lcsc.org	113,858
Ohio	Ohio Council of Educational Purchasing Consortium	Tamra Hurst	tamra.hurst@apps.sparcc.org	1,854,180
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	5,700,000
South Carolina	Carolinas Alliance 4 Innovation (CA4I)	Fred Payne	fred.payne@ca4i.org	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	Michelle Pratt	MRPratt@fcps.edu	1,249,000
Washington	King County Directors' Association	Dave Mahalko	dmahalko@kcda.org	1,000,000
West Virginia	Mountain State Educational Services Cooperative	Jan Hanlon	jhanlon@k12.wv.us	299,899
Wisconsin	Cooperative Educational Service Agency (CESA Purchasing) #2	Linda Leifker	linda.leifker@cesapurchasing.org	854,000

Wyoming	Northeast Wyoming Board of Cooperative Educational Services	Nita Werner	nwerner@newboces.com	91,000

II. 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, Word, Excel) of all files requested along with complete catalogs via Public Purchase, 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 Public Purchase (www.publicpurchase.com). Instructions on registering for AEPA solicitations on Public Purchase can be found on the AEPA website, www.aepacoop.org. Responses will be evaluated by solicitation category committees comprised of AEPA Member Agencies representatives who have indicated they will participate in the category of products and services being solicited, and after AEPA approval, individual AEPA Member Agencies may award contracts to the AEPA Approved Vendor Partners or reject their offers.

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

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

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

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

B. **Questions**

All questions from Respondents must be submitted online through Public Purchase, AEPA will not accept questions in any other format during the solicitation process. All questions received during the solicitation process will be available via Public Purchase. 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 Public Purchase for any questions and answers before the deadline. Questions received after the question deadline date will not be answered.

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

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

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

C. **Respondent Qualifications**

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

Respondents must demonstrate their ability, capacity, and available resources to provide the proposed products and services to 90% of the AEPA Member Agencies indicating an interest in participating in the categories being solicited unless otherwise noted in Part B – Technical Specifications of the category being solicited. 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, bids or proposals must be accompanied by a satisfactory security bond. **This will vary by the goods/services requested and will be noted in Part B, Technical Specifications for that category.**

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

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

financial institution. The security bond must remain in force for one hundred twenty (120) days of the solicitation opening.

E. **Solicitation Submittal**

1. **Preparation of the Response**
    a. The solicitation is published in multiple parts.
        i. Part A contains the general terms and conditions that apply to all solicitations.
        ii. Part B is the technical specifications or proposal request for the individual commodity or service requested.
        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, E, and F are to be filled out in their entirety and submitted online via Public Purchase in their required formats with the Respondent's offer. Some categories may contain additional Parts or 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 Public Purchase unless otherwise noted. Respondents will submit all documents, in their required formats, online via Public Purchase 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 will result in the offer being deemed non-responsive.
    d. In case of an error in extension of prices in the solicitation, unit prices must govern.
    e. Periods of time stated as a number of days must be in calendar days, not business days.
    f. It is the responsibility of all Respondents to examine the entire solicitation package, to seek clarification of any item or requirement that may not be clear, and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due time and date.
    g. The Respondents' ability to follow the preparation instructions set forth in this solicitation will also be considered to be an indicator of the Respondents' ability to follow instructions should they receive an award as a result of this solicitation. Any contract between the AEPA Member Agency and a Respondent requires the delivery of information and data. The quality of organization and writing reflected in the offer will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract was awarded. As a result, the offer will be evaluated as a sample of data submission.
2. **Document Development:** Forms for this solicitation are published in Public Purchase, in Word, Excel, and PDF formats. Respondents may download the documents once they are registered with AEPA on Public Purchase. All documents must be titled properly and submitted in their required format as noted in the Solicitation Checklist. Respondents must scan and upload all documents to Public Purchase 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 the form provided. 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. Submit the form as one (1) individual form.
    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 Schedules Workbook:** Complete the Excel workbook provided. Title the Excel document as per the instructions in Document Development above. Be sure to complete the required tabs as outlined in Part F.
    - **Price Lists and/or Catalogs:** For catalog bids, PDFs of the Respondent's most recent published catalog(s) or price lists must be included. Each PDF document must be titled as per the instructions.

3. **Solicitation Transmittal**
    a. It is the responsibility of the Respondent to be certain that its submittal has been uploaded in its entirety to Public Purchase, on or prior to the exact published due date and time.
    b. If a security bond is required, a hard copy of the security must be in the actual possession of AEPA at Lakes Country Service Cooperative, ATTN: Purchasing Dept, 1001 E Mt Faith, Fergus Falls, MN 56537, on or before, the exact due date and time and a copy must be submitted via Public Purchase. Original copies of the security must be submitted in a sealed envelope properly addressed to the Association of Educational Purchasing Agencies, with the Solicitation Number, Solicitation Category, and Respondent's name and address clearly indicated on the envelope or box. AEPA will not reject a response from a Vendor whose bid bond has not arrived by the due date and time as long as a scanned copy of the bid bond dated prior to the due date is uploaded with their response and the actual bond is in transit.
    c. If the designated location for receiving the bid or proposal security is closed due to an unforeseen circumstance on the day the security is due (due date), the security will be due at the same time on the next day the building is open. Responsive offers will be opened, and the name of each Respondent and other appropriate information will be posted to Public Purchase and the AEPA website.

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

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

1. **Responsive Offer:** A responsive offer reasonably and substantially conforms to all material requirements of the solicitation. Offers must be responsive and approved by AEPA to receive award consideration by AEPA Member Agencies. To be determined responsive, the response must meet all of the requirements below:
    a. Submitted on time.
    b. Materially satisfy all mandatory requirements identified throughout the solicitation.
    c. Must substantially conform to all of the specified requirements in the solicitation in the judgment of AEPA and its AEPA Member Agency representatives.
    d. Any deviation from requirements indicated herein must be stated, in writing, and included with the offer submitted. Otherwise, it will be considered that responses are in strict compliance with all requirements, and any successful vendor will be held responsible, therefore.
    e. Deviations or exceptions stipulated in response may result in the offer being classified as non- responsive. Language to the effect that the Respondent does not consider this solicitation to be part of a contractual obligation will result in that Respondent's offer being disqualified. Terms of the solicitation that any Respondent considers particularly unwarranted, and to which that would have to take significant exception in his/her offer, should be stated clearly and concisely as exceptions and/or deviations.

f. In preparing a proposal, the Respondent's inability to follow the proposal preparation instructions set forth in this solicitation and its inability to provide written responses, narratives, requested and support documentation relating to the Respondent's qualifications; abilities; capacity; products; specifications; delivery, installation, setup, maintenance; support services and pricing utilized by AEPA evaluators may result in the Respondent's offer to be deemed non-responsive.

2. **Non-responsive Offer:** Any offer that does not conform to all material requirements of the solicitation including, but not limited to: offers received after the deadline; offers that do not contain required items and/or provided in the format required, such as proper and/or signed forms, pricing, catalogs, electronic files; offers that do not contain the proper security bond where required; failure to meet the specified qualifications, product specifications, stipulated documentation or pricing equal to or better than individual entities or cooperatives with equal or lesser volume. AEPA reserves the right to request documents that do not affect pricing, waive minor irregularities, and/or seek clarification following its Board approved procedures. Offers deemed non-responsive will not be considered for approval and award.

3. **Responsible Respondent:** A responsible Respondent is a firm or person with the qualifications, capability, and capacity to perform the contract requirements with integrity and reliability, which will assure good faith performance. As a part of the process of determining responsible respondents during the evaluation period, the category committee may request reports that describe the financial soundness of your organization. You may be asked to include a third-party report or reports that demonstrate your firm's strength. Accepted financial reports may include balance sheets and Profit & Loss statements for the past three years, a Letter of Credit or Line of Credit from a bank or lending institution indicating the line of credit limit and the average outstanding balance, Dun & Bradstreet reports, a complete Annual Financial Report (for publicly traded companies).

   AEPA's approval of a response will make the Respondent available for consideration to the AEPA Member Agencies for contract award. Factors to be considered in determining whether the standard of responsibility has been met may include but is not limited to whether a Vendor Partner has:
   a. Submitted a responsive offer;
   b. The qualifications stipulated in this solicitation, such as adequate financial resources, production or service facilities, personnel, service reputation and experience to make satisfactory delivery of the products, services, or construction;
   c. A demonstrated and documented satisfactory track record of performance in the national marketplace;
   d. A satisfactory record of integrity and a reputation of responding to and meeting educational and local government institutions' needs, adherence of and compliance with federal, state, local and industry standards, rules, regulations, and codes;
   e. Quality and suitability of products and services offered to meet and perform to the specifications, expectations, and requirements identified in this solicitation;
   f. Supplied all necessary information and data in connection with determining whether a Respondent meets the standard of responsibility.

4. **Cost Evaluation:**
   a. Cost and price schedules conform to and provide the information required in Part B – Technical Specifications of the bid or proposal;
   b. Pricing offered that is <u>equal to or better than</u> what they ordinarily offer to individual entities or cooperatives with equal or lesser volume;
   c. Methodology used by AEPA and its AEPA Member Agencies to approve prospective Vendor Partners and award contracts;
      i. <u>Line-Item Bid</u>: Lowest responsive, responsible Bidder(s). Based on the cost evaluation, a recommendation will be made to approve a single Bidder or make a multiple Bidder award. The evaluation committee may consider such factors

as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting AEPA members' needs; or

ii. Catalog Bid: Lowest responsive, responsible Bidder(s) is/are determined based on the price evaluation criteria; and by a "Core List" and/or by creating a "Market Basket Study" to compare overall pricing between Respondents. A "Market Basket" is a list of items typically purchased by AEPA Member Agencies and their Participating Entities that represent a cross-section of the types of those items purchased. The selection and quantity of line items evaluated will be at the sole discretion of the AEPA evaluators. Based on the cost evaluation, a recommendation will be made to approve a single Bidder or make a multiple Bidder award. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting AEPA members' needs.

iii. Proposal: Identified weighted criteria for evaluation, including pricing, published in Part B of the solicitation.

G. **Contract Award and Implementation**

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

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

Once the approved Respondents have been notified, it is their responsibility to contact those AEPA Member Agencies (up to 29) who had indicated an interest in participating and send Part C (if applicable), Part D, E, and F to each of the participating AEPA Member Agencies. Each AEPA Member Agency will review, evaluate, and determine which, if any, it will award contracts to.

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

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

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

III. Responsibilities of A Vendor Partner

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

1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have a working knowledge of the contract.
2. Train and educate sales staff on what the AEPA cooperative contract promised, including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.

3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.
5. Quarterly, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, a $0 report is required.
6. Report sales and administrative fees by participating state if requested by AEPA.
7. Have ongoing communication with the Category Committee Chairperson, AEPA Member Agencies, and the Member Agencies Participating Entities.
8. Annually attend two (2) AEPA meetings: Annual meeting which is typically in April and the Winter Meeting which is typically the end of November or early December and has historically been held in conjunction with the Association of Educational Service Agencies (AESA) annual conference. At the Annual Meeting, Vendor Partners participate in a round table meeting with each of the AEPA Member Agencies. Vendor Partners that have paid the registration fees can participate in the meetings.
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.

IV. 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.

V. 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 the AEPA pricing to. Administrative Fees must be paid to each Member Agency quarterly. See the Summary of State General Overview for the administrative fees by Member Agency (state).

Advertising: Vendor Partner must not advertise or publish information concerning this contract prior to the award being announced by the 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 Fall (currently the week after Thanksgiving). AEPA requires that all successful contract holders attend both meetings and participate in the vendor round tables 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 B - 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.

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 Form 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.

Respondent/Bidder/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 website. "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.

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.

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.

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, the 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 (see Federal Executive Order 11246); 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 within their state statutes defines what constitutes construction, 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 chairman 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 Agency Member on "credit hold;" if a Vendor Partner places the Participating Entity on credit hold, agencies 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 offender is disciplined.

Delivery Terms, Conditions, and Requirements

1. **Delivery:** is to be made within the specified time identified in Part B 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 B 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 B 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 Partnerships 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 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.

Deviations or Exceptions to Requirements: Deviations or exceptions stipulated in a Respondent's proposal may result in the rendering of the response non-responsive. AEPA and its AEPA Member Agencies reserve the right to determine whether the deviation or exception does or does not serve the interest of or is not advantageous or acceptable to AEPA, its AEPA Member Agencies, or Participating Entities.

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 to not 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. EDGAR regulations govern all federal grants awarded by the U. S. Department of Education on or after December 26, 2014.

Eligible Entities: The individual AEPA Member Agency's state procurement code and statutes provide for cooperative procurement and identifies those types of agencies, entities, and organizations that are allowed to participate in and take advantage of cooperative procurement contracts solicited and approved by AEPA and awarded by AEPA Member Agencies. Therefore, depending on the individual state procurement codes and statutes federal agencies, state agencies, local public bodies, and Non-Profit/Non-Public entities may be allowed to participate in and utilize AEPA solicited, approved and AEPA Member Agency awarded contracts.

Estimated Quantities: In Part B: 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.

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, services 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 B (unless otherwise noted in Part B): 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.

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), the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in the Department of Labor regulation (29 CFR part 3), and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375 (Labor regulations (41 CFR Part 60)). 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 contact. 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 business, micro businesses, or businesses operating in enterprise zones. For the purpose of the IFB, a Bidder opting to offer a HUB program, may self-define the types of HUB businesses it includes in its network of HUB partners and the role they play; however, the Bidder must ensure that the partner-authorized HUBs provide a "Commercially Useful Function." 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 façade 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 to participate in this solicitation, identified in Part B: 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 Public Purchase 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 jurisdictions in which a transaction may occur may require various types of licenses and/or registrations (business, construction Vendor Partner, 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 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 warrantees or provide for their competent assumption by one or more bona fide representatives for the term of the contract/warrantee 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 assure 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 its 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 the 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. For details on the ordering processes utilized for each AEPA Member Agency, please reference the Summary of State General Overview.

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 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.

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. **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. **Primary Pricing Strategies for Bids:** All Respondents will be required to submit "Primary Pricing" in the form of either "Catalog Pricing" or "Line-Item Pricing" or a combination of these two pricing strategies, or Proposal (RFP) pricing as defined in Part B, solicitation specifications. Respondents are also encouraged to offer OPTIONAL pricing strategies including short term pricing discounts/incentives 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 Respondent offers a fixed discount(s) off the 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 Respondent and in conformity with the scope of the solicitation.

i. **Discounts:** Discount offers must clearly identify the percent of discount to apply to a commercially available catalog, manufacturer, manufacturer's suggested retail price (MSRP), retail, or nationally published price lists. Respondents must identify and stipulate if the discounts apply to the entire catalog/price list, specific product lines, manufacturers, and/or categories of products. Respondents must agree that there will be no reduction in discount(s) during the term of the contract.

ii. **New Catalogs/Price Changes**: New catalogs and corresponding nationally published price lists may be submitted throughout the term of the contract and must 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, newly published pricing, or price lists, but the original discount bid must remain firm for the duration of the contract. New catalogs/products must conform to the scope of the solicitation.

iii. **Core List:** In a Catalog Priced solicitation, a category (i.e., 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 must be applied to the newly 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.

b. **Line-Item Pricing:** Line-item pricing is utilized when products and/or services that are broken down in detail by element, component, product categories, product type, and each product and/or service is presented as an individual item which needs to be combined with other items to make up a final project or solution. The Respondent offers firm pricing for specific line items in response to this bid; a project's cost is derived by the Vendor Partner preparing and providing a quote based on the project's terms, conditions, and requirements based on the line-item pricing provided in the bid. The information provided in this bid for each item includes: Product Category, Product Description, Manufacturer, Manufacturer SKU, Vendor SKU, Unit of Measure, Item List Price, AEPA Bid Price.

i. **Fixed prices:** Prices bid must be firm until each anniversary date of the contract, unless there is an occurrence of one or more economic price adjustment contingencies outlined in the bid. Fixed price offers must include prices for any and all items.

ii. **Routine Price Adjustments (Without Economic Price Adjustment):** Vendors may request adjustments to the prices by submitting a fully documented written request to the AEPA Category Committee Chairperson. The request must specifically detail and document the cause and/or reason for price changes and include any supporting documentation (manufacturer's letter, indexes, etc.). All price changes require approval by the AEPA Category Committee.

iii. **Unpredictable Economic Price Adjustment:** If economic price adjustment contingencies occur, Vendor Partner may submit a fully documented request (manufacturer's letter, indexes, etc.) for a price adjustment to AEPA Category Committee for review and approval by the committee. The documentation must substantiate the cause and/or reason for the requested price increase and demonstrate that it was unpredictable at the time of bid submittal and/or contract renewal and out of the Vendor Partner's control. Pricing will take effect upon approval.

iv. **New Products/Services:** Vendor Partner may submit new products or

technologies that are within the original scope of work for the bid, to be added to the contract pending review and approval of the AEPA Category Committee. Requests should be submitted to the AEPA Category Committee for review and written approval.

c. **Automated System for Pricing (ASP)**: The method consisting of an ASP and/or software application (e.g., RSMeans) that is self-contained and consists of a turn-key solution that includes a complete line-item listing of all of the products, supplies, materials, equipment, services, accessories and options with their description, specifications, terms, conditions and associated pricing for each item, sub-assemblies and/or assemblies. The Bidder provides a percent of discount or fixed multiplier/factor to be applied to total project cost to allow for individual state conditions and requirements and to arrive at the AEPA price.

d. **RSMeans (Construction Related Bids only)**: It is important for Vendor Partners to breakout all costs (quantity and price) of all items listed under RSMeans or an Alternative Pricing method. This includes all quoted items not on the approved AEPA bid submittal. The following are minimum requirements for using RSMeans for quoting projects to AEPA Member Agencies:
    i. The Contractors must use the current year and standard cost data. Only the following cost data titles will be excepted:
        a. Building Construction Cost Data Book
        b. Facilities Construction Cost Data
        c. Facilities Maintenance & Repair Cost Data
        d. Site Work & Landscape Cost Data Book
    ii. All work proposed under RSMeans must use RSMeans format, even if subcontractors are used.
    iii. An RSMeans spreadsheet must be submitted to substantiate the quote given to the AEPA Member Agency. The spreadsheet columns must reveal the full RSMeans number and a sufficient amount of the description. This also applies to change orders.
    iv. Pricing must be done by Location codes. National Average will not be allowed. To choose the "closest" location code, the first three (3) numbers of the zip code will be used to determine the city location index in the AEPA Member Agency State.
    v. The AEPA contract holder factor, bonding cost, AEPA discount, and taxes if applicable must be shown as separate line items at the bottom of the RSMeans spreadsheet. This information can be shown on a separate summary sheet. The summary sheet must start with the RSMeans spreadsheet total and show the detail for each of the items stated above. This detail will be provided to that AEPA State Agency and the AEPA Buyer as required.
    vi. All change orders which list items covered by RSMeans must be supported by an RSMeans spreadsheet.

e. **Alternative Method of Costing**: This method covers any product and/or service not covered by catalog pricing, published price list, line-item price list, automated system for pricing, or is a product and/or service due to the projects or applications specifications, conditions and /or requirements that need to be custom-designed, developed, manufactured and/or produced to meet the requirements of an individual, project, or sole source. The alternative pricing is calculated as follows:
    i. The Bidder must prepare, issue, and receive three written quotes from available suppliers and select the supplier that offers the products and services that meet the stipulated requirements and specifications, offers the best value, and the most cost-effective solution.
    ii. All quotes must be made available upon request.
    iii. The Bidder must indicate the percent of overhead and /or markup as part of their response to be added to these costs to obtain the normal and customary retail price.
    iv. The AEPA price is calculated by taking the product and services to cost to the

Contractor plus the indicated percent of profit/overhead to equal the normal and customary retail price. The Contractor will then subtract the approved AEPA discount to obtain the AEPA price. Example: item cost $1,000; percent of profit/overhead of 20% equals retail price of $1,200; less the AEPA discount of 10% or $120 equals the AEPA price of $1,080.

2. **Secondary Pricing Methods (Catalog based solicitations only, see Part B for category designation):** Respondents are encouraged to offer Customized Price Lists (Catalog solicitations ONLY), as well as short term pricing reductions/incentives and volume discounts as follows:
   a. **Customized Price List:** Respondents are encouraged to offer customized price lists to Participating Entities for items within the Vendor Partner's Commercially Available Catalog for Catalog solicitations ONLY (not pertinent to Line-Item Bids). Customized price lists must 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 must 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. **Short Term Pricing Reductions/Incentives and Regional Promotions:** Respondents are invited, at their option, to offer a selection of products/services at greater discounts than those listed in the standard catalog or core list discounts. Special time-limited reductions are permissible under the following conditions:
      i. The price reduction is for a specific period, no less than thirty (30) days.
      ii. The reduction/incentive may be used to discount and liquidate close-out and discounted products/services if those items are clearly labeled as such.
      iii. The original price for products/services is not exceeded after the time limit.
      iv. The AEPA Category Committee and any affected AEPA Member state must be notified of any special or time-limited price reduction.
      v. New prices must be on record fifteen (15) days prior to any offer of the new priced being proposed or offered to AEPA Member Agencies and Participating Entities.
      vi. Pricing for all items must be submitted to all affected AEPA Member Agencies in an electronic format so that specials can be posted to websites, emailed, and shared with Participating Entities/Buyers.
   c. **Volume Price Discounts:** Respondents 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), i.e., 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 must 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.

3. **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, supplies, 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 solicitation due date.** 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 they 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, paper, 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.

Protests: Under this public procurement and AEPA's Solicitation, any Respondent who is aggrieved in connection with this procurement, can file a protest in accordance with (1) AEPA's Solicitation Document; (2) AEPA's Policies and Procedures; and (3) AEPA Member Agency's State Procurement Code and Board Policies. Venue for all legal actions will follow AEPA policy and as outlined in Part E, 13. Governing Law; Forum Selection.

1. **Procurement Phases:** AEPA's solicitation process is broken down into three (3) phases. Any Respondent who is aggrieved in connection with any of the three (3) procurement/solicitation phases listed below and/or any functions or activities associated with each must file their protest with the AEPA representative indicated below.
    a. **Solicitation Due Date:** The preparation and contents of the solicitation, its terms, conditions, and specifications, the notification, distribution of solicitation documents and addendums (date published through the solicitation due date and time).

b. **AEPA Approval:** The receiving, opening, recording, evaluating, recommending, and approving Respondents to be considered for AEPA approval and/or actions relating to contract renewal and extension. (Date received and opened through the date of individual contract award and future renewals).
c. **Contract Award:** The awarding, implementing, and administering of resulting contracts and the disclosure of confidential data. (Date individual contracts awarded by AEPA Member Agencies or 120 days from AEPA approval).

2. **Protest contents:** Protests must be in writing and must be filed with the appropriate AEPA represented below. A protest must include:
   a. The name, address, and telephone number of the protester;
   b. The original signature of the protester or its representative;
   c. Identification of the procurement function and/or contract activity with the solicitation or the contract number;
   d. A detailed statement of the factual grounds or legal basis for the protest;
   e. Supporting exhibits, evidence, or documents to substantiate any claim unless not available within the filing time, in which case, the expected availability date must be indicated; and
   f. The form of relief requested.
3. **Protest Submittal:** Protester must submit the solicitation protest in accordance with the requirements of the above three (3) procurement functions immediately or within ten (10) days of the date the protester knows or should have known the basis of the protest per the following:
   a. Solicitation Due Date: Knows or should have known the basis of the protest upon the solicitation due date or ten (10) days after the due date, send a protest to Solicitation Committee (bid-committee@aepacoop.org).
   b. AEPA Approval: Knows or should have known the basis of the protest upon notification from AEPA of the solicitation category approval, send a protest to the Category Committee (bid-committee@aepacoop.org).
   c. Contract Award: Knows or should have known the basis of the protest or ten days after the notification from the AEPA Member Agency award, send a protest to Individual AEPA Member Agency; see AEPA Member Agency information sheet.
4. **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.
5. **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 the 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 Purchase: 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.

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 Public Purchase per solicitation and be submitted as follows:

1. From the time the solicitation is published until the deadline for questions for Respondents, questions should be submitted online via Public Purchase.
2. Questions regarding this solicitation after Opening, but before the approval of the contract, should be submitted to questions@aepacoop.org.
3. Questions regarding this solicitation after Notification of Approval should be submitted to bid-committee@aepacoop.org.
4. 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. Access to reports will be granted after contract approval. If there are no sales, $0 reports are required.

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 in order to protect workers, the general public, and existing structures from injury or damage.

Safety Standards: All items supplied on 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, 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 Award (Form B). The contract must continue in accordance with the dates stipulated in the solicitation and Timeline schedule located in Part A of this solicitation unless terminated, canceled, or extended. By mutual written agreement, the contract may be extended for three additional 12-month periods, ending on the last day of February. 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 reserves the right to offer an extension not to exceed six (6) months until a new contract is awarded by that Member Agency.

Termination by Non-Approval of AEPA: AEPA Member Agencies on annual basis assess, evaluate, and review existing AEPA vendors to determine if the organization as a whole desire 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 can not extend the dis-approved vendor's contract. (See Term of Contract and Extensions)

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

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 perform to the requirements of the contract;
5. The Vendor Partner fails to extend lower pricing that has been offered to another customer or cooperative that have 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 it 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.

Type of Solicitation: Due to the various types, kinds and levels of products and services solicited by AEPA in its solicitations; the various pricing methodologies and/or methods utilized and offered to price the various products and services offered; and the type of contracts that results from any one of AEPA's solicitations, AEPA has established the following types of solicitations.

1. Catalog Bid: 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 Catalog for specific products, product lines, manufacturers, or category of products as determined by the Bidder. See the Pricing section for detailed information on Catalog pricing.

2. Line Item Bid: A 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 variable 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 solutions' cost is derived by the Vendor Partner specially prepared and providing a quote based on the project's terms, conditions and requirements. See the Pricing section for detailed information on Line-Item pricing.
3. AEPA also uses Request for Proposal (RFP) for certain service/goods categories in accordance with AEPA bylaws and procedures.

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 the AEPA, 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.

Invitation for Bid
AEPA #023-A
MAINTENANCE, REPAIR AND OPERATION (MRO)

Part B – Technical Specifications

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1. Scope of Bid

AEPA is seeking qualified, experienced contractor(s) who possess the necessary resources and capabilities to acquire, deliver and perform the required supplies, materials equipment and labor to all participating member states (up to 29) in the category of Maintenance, Repair and Operations (MRO).

a. Respond to requests from a number of different types of educational, governmental and public institutions seeking MRO equipment and supplies.
b. Provide AEPA membership with discounted pricing on MRO equipment and supplies.
c. Provide a catalog which covers a comprehensive selection of MRO equipment and supplies, including but not limited to the list below.

Examples of MRO equipment and supplies and related products suggested for proposal through this IFB include, but are not limited to, the following:

a. Air filters;
b. Appliances;
c. Batteries and flashlights;
d. Electrical repairs and equipment;
e. Fasteners;
f. HVAC;
g. Hand tools;
h. Lighting;
i. Material handling supplies;
j. Outdoor garden supplies and equipment;
k. Paint and accessories;
l. Plumbing;
m. Pneumatic tools;
n. Power tools;
o. Safety products;
p. Security;
q. Welders and soldering

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

AEPA and Member Agencies prefer a single vendor with a comprehensive array of products. However, because of the unique nature of MRO products, Member Agencies may consider multiple awards, if the lowest, best-value bids come from Bidders whose business concentrates on subset of MRO, such as Air Filters , Hand Tools, Power Tools, or Plumbing.

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 A – General Terms and Conditions under "Pricing."

This bid is considered a:

YES	NO	TYPE OF BID
√		**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.
	√	**LINE ITEM:** A 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.

3. Anticipated AEPA Member Agency Participation

State	Participate?	Other States Member Sells In
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	Yes	
New Mexico	Yes	
North Dakota	Yes	
Ohio	Yes	
Oregon	No	
Pennsylvania	Yes	DE, HA, MD, NY
South Carolina	Yes	NC
Texas	Yes	
Virginia	Undecided	
Washington	Yes	AK, ID

West Virginia	Yes	
Wisconsin	Yes	
Wyoming	Yes	SD,UT

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

4. Anticipated Volume

MRO 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 $3.2 million 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 – August 17, 2022

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

Voluntary Pre-Solicitation Conference Call Schedule (All Categories)

Solicitations	Eastern	Central	Mountain	Pacific
023-A Maintenance Repair & Operations	11:00 AM	10:00 AM	9:00 AM	8:00 AM
023-B Custodial Supplies and Equipment	11:30 AM	10:30 AM	9:30 AM	8:30 AM
023-C Office Catalog	12:00 PM	11:00 AM	10:00 AM	9:00 AM
023-D School and Instructional Supplies	12:30 PM	11:30 AM	10:30 AM	9:30 AM
023-E Technology Buyback	1:00 PM	12:00 PM	11:00 AM	10:00 AM
023-F Audio Visual Integration	1:30 PM	12:30 PM	11:30 AM	10:30 AM
023-G Athletic Equipment & Supplies	2:00 PM	1:00 PM	12:00 PM	11:00 AM

Conference Call Number/Online Connection:
https://us02web.zoom.us/j/87228214926?pwd=djFVa0lDVC8zdFArK0prZUx3SlJ1Zz09
Meeting ID: 872 2821 4926
Passcode: 2MmdyN

Dial In Information: +1 312 626 6799 US
Meeting ID: 872 2821 4926
Passcode: 536510

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. ADA: Americans with Disabilities Act (800) 872-2253, www.access-board.gov
b. AIA: American Institute of Architects (The), www.aia.org
c. AGCA: Associated General Contractors of America (The) (703) 548-3118, www.agc.org
d. ANSI: American National Standards Institute (202) 293-8020, www.ansi.org
e. ASCE: American Society of Civil Engineers (800) 548-2723, www.asce.org
ASTM: American Society for Testing and Materials International (610) 832-9585, www.astm.org
f. ASHRAE – American Society of Heating, Refrigerating and Air-Conditioning Engineers
g. Building Codes – Current Federal, State and/or local
h. Commercial Building Code
i. Energy Conservation Code
j. Solar Energy Code
k. Electrical Code
l. Electrical Safety Code
m. International Building Code
n. International Energy Conservation Code
o. National Electrical Code
p. National Electrical Safety Code
q. Public Works Registration and Regulations
r. Solar Energy Code (IAPMO)
s. CPSC: U.S. Consumer Product Safety Commission
t. CSI: Construction Specifications Institute (The) (800) 689-2900, www.csinet.org
u. GSI: Geosynthetic Institute (610) 522-8440, www.geosynthetic-institute.org
v. IEC: International Electrical Commission
w. IES: Illuminating Engineering Society
x. ISO: International Organization for Standardization www.iso.ch Available from ANSI
y. (202) 293-8020, www.ansi.org
z. MHIA: Material Handling Industry of America (800) 345-1815, www.mhia.org
NAIMA: North American Insulation Manufacturers Association (703) 684-0084, www.naima.org
aa. NEMA: National Electrical Manufacturers Association
bb. OSHA: Occupational Safety and Health Administration (800) 321- 6742, www.osha.gov
cc. R.S. Means - A division of Reed Business Information that provides cost information to the construction industry so contractors in the industry can provide accurate estimates

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. Items that are reordered, backordered, or partially filled are not considered filled items when calculating this service level. The Vendor Partner will maintain a minimum monthly overall average fill rate of 95% or above for non-custom items. Exceptions will be approved with notification of supply disruptions.
7.1.3.	Orders must be shipped within 48 hours 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.
7.1.4.	Vendor Partners must be a manufacturer's authorized sales and service dealer for all proposed equipment/software. An authorized sales and service dealer is defined in this solicitation as one purchasing their products for 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.

Item	Description
7.1.5.	All charges and components necessary for performance of the contract shall be clearly identified even if such are not specifically addressed in any paragraph or sub-paragraph or form that is a part of this request.
7.1.6.	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 in Part D - Questionnaire.
7.1.7.	Optional services must be identified separately, and must include clear descriptions of proposed services.
7.1.8.	Vendor Partners must provide a product or mix of products in a manner that will allow Buyers to migrate to emerging technologies/services and between legacy technologies with no penalty charge associated with maintaining the most appropriate selections of goods and services throughout the life of the contract.
7.1.9.	Vendor partners will be required to provide their complete product offerings in an electronic catalog upon request.
7.1.10.	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.
7.1.11.	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.
7.1.12.	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.
7.1.13.	Products that have a money back guarantee will be clearly identified in the catalog and on the web site (if applicable).
7.1.14.	Vendor Partner has the option to offer private label products. Vendor Partner shall maintain the same manufacturer specifications for private label products throughout the term of contract. Any change of manufacturers for a private label shall result in offerings equal to or superior to the originally approved manufacturer at a price equal to or lower than the original offering.
7.1.15.	If the Vendor Partner makes an error in pricing (typographical or photographic error, for example), the Buyer reserves the right to return the product. The Vendor Partner agrees to pay for cost of any returned product due to a pricing error.
7.1.16.	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.	The maintenance, repair and operation supplies catalog shall include most if not all, but not be limited to: • Air filters; • Appliances; • Batteries and flashlights; • Electrical repairs & equipment; • Fasteners; • HVAC; • Hand tools; • Lighting; • Material handling supplies; • Outdoor garden supplies & equipment; • Paint &accessories; • Plumbing; • Pneumatic tools; • Power tools; • Safety products; • Security; • Welders &soldering;

Item	Air filters
8.2.1.	Must have standard and high capacity filters. Filters must meet ASHRAE standards.
8.2.2.	Must have a variety of filters to include pleated, foam, electrostatic, filter media pads and rolls.
8.2.3.	Must have a variety of sizes and shapes of air filters.
8.2.4.	Must have an assortment of HEPA filters

Item	Appliances
8.3.1.	Electric and gas ovens with face color options. Option for self-cleaning ovens. Oven size options to include 4.5cu, 5.0cu, and 5.3cu.
8.3.2.	Electric washing machines, household and commercial.
8.3.3.	Electric and gas dryers
8.3.4.	Washer/dryer stacked combo. Portable/compact washing machines
8.3.5.	Refrigerators and freezers with size options to include 15.5cu ft., 16.5cu ft., and 18.1cu ft.
8.3.6.	Dishwashers, under-the-sink and built-in.
8.3.7.	Variety of range hoods
8.3.8.	Microwave ovens, countertop and OTR
8.3.9.	Variety of microwave oven watts, 700W, 800W, 1000W, and 1100W
8.3.10.	Variety of icemakers

Item	Batteries and Flashlights
8.4.1.	Wide variety of batteries from national manufactures such as, but not limited to, Eveready, Energizer and Duracell.
8.4.2.	Wide variety of battery sizes to include 9V, 6V Square, AA, AAA, C, D.
8.4.3.	Variety of battery types, carbon, Alkaline, and Pro cell, Lead, rechargeable, and HD.
8.4.4.	Variety of flashlights to include LED, rechargeable, and water resistant.
8.4.5.	Variety of flashlight replacement bulbs.

Item	Electrical Repairs and Equipment
8.5.1.	Large variety of fuses, extension cords with various lengths and gage, wire nuts, plastic bushings and washers, square boxes, box cover plates, knockout seals, and ground pigtails, conduit locknuts, connector set screws, compression couplings, and compression connectors, gang outlet boxes, receptacles, wall plates, and switches.
8.5.2.	Tape, both electrical and marking.
8.5.3.	Wire to include many varieties of length and gage.
8.5.4.	Electrical conduit, all sizes and all material

Item	Fasteners
8.6.1.	Variety of foam insulating sealant, tarp straps with various lengths and strengths, ratchet tie-down with hooks of various lengths and strengths, rope to include nylon, sash cord and cotton in various lengths and strengths, anchor shackles, clevis hooks, clip and thimble kits.
8.6.2.	10' x 100' 4mill plastic roll.
8.6.3.	Nails, screws, brackets, clamps, wall anchors, picture hangers, nuts and bolts, s-hooks and retaining rings, large variety for multiple applications.

Item	HVAC
8.7.1.	Large variety of thermostats to include programmable, mechanical, pneumatic, low voltage, line voltage, fan control and wireless.
8.7.2.	Variety of motorized and manual air dampers to include fire and smoke dampers, diffusers and accessories.
8.7.3.	Variety of motorized and manual air dampers to include fire and smoke dampers, diffusers and accessories.
8.7.4.	Duct material and supplies to include insulated and non-insulated duct, rigid and flexible duct, wall and roof vent kits.
8.7.5.	A/C Refrigeration accessories, labels, system flush kits, leak detectors, coil cleaner, refrigerant leak repair kits, evacuation pumps, recovery systems and cylinders.

Item	HVAC
8.7.6.	Variety of Air Conditioners and Heat Pumps to include ductless, portable, and packaged terminal. Also have evaporative coolers, window and wall A/C, and split system A/C and heat pumps.
8.7.7.	A variety of air treatment products to include air cleaners, humidifiers and dehumidifiers, both industrial and commercial.
8.7.8.	Blowers to include air curtain, belt drive forward curve, radial blade blowers, plenum fans, draft inducers, and centrifugal in-line blowers.
8.7.9.	HVAC test equipment and tools to include vacuum gages, micron gages, tube cutters and refrigerant PT chart gage.

Item	Hand Tools
8.8.1.	Variety of utility knives with replacement blades, razor blade scrapers, putty knife, utility knife, wire stripper/cutter.
8.8.2.	Various types of wire brushes, screwdrivers and sets of screwdrivers, hammers (roofing, framing and demo), hack saw blades, carpet tool kits, pipe benders, files, measuring tape, and tile cutters, all used for multiple applications.
8.8.3.	Variety of pliers and wrenches, toolboxes, socket and drill bits, grinding wheels, punches and chisels for a large variety of applications.
8.8.4.	Variety of utility knives with replacement blades, razor blade scrapers, putty knife, utility knife, wire stripper/cutter.

Item	Lighting
8.9.1.	Lamps, bulbs, ballasts, large variety for multiple applications.
8.9.2.	Emergency exit signs and emergency lighting.
8.9.3.	Indoor and outdoor lighting fixtures, large variety for multiple applications.
8.9.4.	Lighting controls, large variety for multiple applications.
8.9.5.	Drop lights, task and motion sensors for lights.
8.9.6.	Light bulb recycling bins.

Item	Material Handling Supplies
8.10.1.	Fire proof cabinets
8.10.2.	Caster and wheels, cardboard boxes and mailers, hand trucks and dollies, large variety for multiple applications.
8.10.3.	Shrink wrap and application equipment and packing material.
8.10.4.	Variety of hoists and trolleys, pallet jacks and accessories, scales, utility carts, winches, large variety for multiple applications
8.10.5.	Strap and tie downs, bulk storage racks, workbenches, rope and twine, conveyors.

Item	Outdoor Garden Supplies and Equipment
8.11.1.	Spreaders, walk-behind, tailgate, tow behind.
8.11.2.	Hoses, hose attachments, garden sheers, shovels, sprinkler heads, large variety for multiple applications.
8.11.3.	Trench machines, sprinkler line, sprinkler control valves.
8.11.4.	Lawnmowers, large variety for multiple applications.
8.11.5.	Rakes, large variety for multiple applications.

Item	Paint and Accessories
8.12.1.	Paint storage cabinets, variety of sizes.
8.12.2.	Airless paint sprayers, power paint rollers, pain mixers, paintbrushes, paint rollers, masking tape, large variety for multiple applications. Paint remover, trays and bucket grids.
8.12.3.	Stain and varnish, indoor and outdoor paint, large variety for multiple applications.
8.12.4.	Drop cloths, plastic sheet rolls, and painters' uniforms.

Item	Plumbing
8.13.1.	Pipe and tubing cutters, conduit, pipe and tubing reamers, tubing benders, flaring and swaging tools, pip inspection equipment, pipe locators, copper pipe and tubing, check valves and backflow preventers, solenoid valves, shut-off valves, pressure and temperature control valves and gas and waterline connectors.
8.13.2.	Pipe extractors, faucets, water heaters, and water fountains, large variety for multiple applications.

Item	Pneumatic Tools
8.14.1.	Air drills, air impact wrenches, air drivers, and air hose, large variety for multiple applications.
8.14.2.	Air belt, finishing and disc sanders, air bevellers, air gun nozzles and accessories, air saw, air tool combustion kits, flexible air fittings, and air tapping arms.

Item	Powertools
8.15.1.	Power drills and saws, saw blades, chain saws, and concrete saws, large variety for multiple applications.
8.15.2.	Heat and glue guns, pipe threading equipment, sanders, belt and discs, drain cleaning equipment, drill bits and accessories, miter saws and accessories, and portable band saws and accessories.

Item	Safety Products
8.16.1.	Safety glasses, hearing protection, fire extinguishers, large variety for multiple applications.
8.16.2.	Lab safety supplies, eyewash stations, safety cones and signs, safety vest and other apparel, safety signs and caution tape, hazardous spill containment supplies and equipment, safety storage cabinet, safety air respirators, first aid kits, hard hats, and disposable gloves (nitrile, rubber, latex)

Item	Security
8.17.1.	Two way radios and accessories, door alarms, motion sensors, wireless alarms and accessories.
8.17.2.	Key control systems to include key cabinets, key duplicator machines and accessories, and replacement key tags.
8.17.3.	Access barriers, wall mounted retractable barriers, rope barrier posts and stanchions, bollards with sleeves and covers.
8.17.4.	Security door frames, security doors, and louver door and window covers.
8.17.5.	Large variety of locks to include, combination locks, key locks, cable locks, hasp locks, shackle locks, sliding door locks, and single post shackle padlocks.
8.17.6.	Variety of security camera supplies and equipment.
8.17.7.	Variety of safes to include portable and floor safes, wall safes, and depository safes.

Item	Welders, Soldering Equipment and Supplies
8.18.1.	MIG, stick, plasm cutting, TIG welding, arc, and thermoplastic welding equipment and supplies.
8.18.2.	Welding cleaning kits, welding chemicals, welding cables, clamps and accessories, welding helmets, welding gloves, filler metals, fume extractors, soldering equipment and supplies.

9. 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" or a combination of these two pricing strategies as

defined in Part B, bid specifications. 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.
   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 (i.e. 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 is 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.

2. **Secondary Pricing Methods (Catalog Bids only, see Part B for category designation):** 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 encouraged 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. **Short Term Pricing Reductions/Incentives and Regional Promotions:** Respondents are invited, at their option, to offer a selection of products/services at greater discounts than those listed in the standard catalog or core list discounts. Special time-limited reductions are permissible under the following conditions:
      i. The price reduction is for a specific period, no less than thirty (30) days.
      ii. The reduction/incentive may be used to discount and liquidate close-out and discounted products/services if those items are clearly labeled as such.

iii. The original price for products/services is not exceeded after the time limit.
iv. The AEPA Category Committee and any affected AEPA Member state must be notified of any special or time-limited price reduction.
v. New prices must be on record fifteen (15) days prior to any offer of the new priced being proposed or offered to AEPA Member Agencies and Participating Entities.
vi. Pricing for all items must be submitted to all affected AEPA Member Agencies in an electronic format so that specials 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), i.e. 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.

3. 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.2 - Price Schedule (Required)
   iii. F.3 – Services Price Schedule (Optional)
   iv. F.4 – Volume Discounts (Optional)

b. 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 A – Terms and Conditions for additional information.

10. Evaluation

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

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

A recommendation may be made to recommend a single response, or to recommend multiple bidders based on differentiation of product or service between bidders. AEPA will vote as a whole to accept or not accept 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

Part C – AEPA Member Agency (State) Terms and Conditions
AEPA Solicitation #023

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2. **Common Terms and Conditions** **1**
3. **State Specific Terms and Conditions** **2**
4. **State Specific Forms** **112**

1. AEPA Member Agency Terms and Conditions

A solicitation is being published and distributed on behalf of the Member Agencies in many states. Differences in contract implementation and operation will exist between the Member Agencies. Each state may have special laws relating to this procurement that must be adhered to in addition to the previously stated constraints. *When Member Agency/State-Specific Terms and Conditions differ from the AEPA General Terms and Conditions, the Member Agency/State-Specific Terms and Conditions will prevail in that Member Agency/State.*

2. Common Terms and Conditions

Active Promotion of Contract: Agencies require that the Vendor Partner take ownership and actively promote the contract in cooperation with the AEPA Member Agency to all of the Agencies' qualified Participating Entities.

Sales to Participating Entities: AEPA Member Agencies require that all awarded Vendor Partners offer the Member Agency contract opportunity to all qualified Participating Entities of the cooperative.

Legal Obligations: All Vendor Partners shall comply with all applicable Federal, State, and Local Laws, Codes, and Regulations while fulfilling the contract. It is the Bidder's responsibility to be aware of and comply with all state and local laws governing this procurement. Applicable laws, codes, and regulations (etc.) must be followed even if not specifically identified herein.

Administrative Fees: AEPA Member Agencies charge Vendor Partners an administrative fee (a percentage of sales in their respective state or states that they extend the AEPA pricing to). Administrative Fees are generally paid to each Member Agency quarterly. Additional details of how these fees are charged may be found under each state's Terms and Conditions.

A summary of each State's Administrative Fee, any special terms and conditions, and special ordering process requirements are listed here for the convenience of the Bidders.

3. State Specific Terms and Conditions

1. California, Monterey County Office of Education (MCOE) – for the Programs CalSave and CalBuy

1. Governing Law and Venue

As described in Part A of bid Terms and Conditions, the laws of the State of California govern the Contract and prevail in the interpretation and administration of the Contract. California-specific Terms and Conditions prevail over any General Terms and Conditions. Each and every provision of law and clause required by law to be included in the Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction.

The venue for any litigation arising out of or related to the Contract shall be with either the Superior Court in and for the County of Monterey, State of California or the Federal District Court for the Northern District of California, San Jose Division.

2. Authority

For California, this bid is issued under the authority of the elected Monterey County Superintendent of Schools administering MCOE located at 901 Blanco Circle, Salinas California, 93912. In this document, MCOE may be referred to as Agency, being distinct from other parties who may use this Contract who are hereinafter referred to as Local Education Agencies (LEAs), regardless of their hierarchy or their political and organizational status as schools or municipalities.

3. CalSave and CalBuy, Administration, and Agent

Contracts awarded and Awarded Contractors/Vendors will automatically be part of the CalSave program, which also may be known as the CalBuy program., By bidding a Vendor must agree to participate. CalSave is cooperative purchasing program founded by MCOE and administered by the Epylon Corporation under an agreement with MCOE.

MCOE is the lead agency for all contracts, and MCOE is the authority for the solicitation, evaluation and award of all contracts. Epylon serves as MCOE's agent, but only MCOE has the authority to award contracts. Correspondence and communication related to the Contract award or administration of the program should be directed to Epylon, 630 San Ramon Valley Blvd., Suite 210, Danville, CA 94526.

MCOE reserves the right to change agents or to change the contact name of existing Agent's personnel administering the Contract. If Agent or Agent's personnel change, awarded Contractors/Vendors will be notified with new instructions.

4. Transaction Fees

Transaction Fees are the funding source for the operation of the self-supporting CalSave cooperative purchasing program. Awarded Contractors/Vendors shall be required to pay a Transaction Fee for all purchases by LEAs made through the awarded Contract. For the purpose of this bid through MCOE and all Contracts awarded using this document, the Transaction Fee shall be two percent of Net Sales, which means gross sales less returns and cancelled orders within 30 days, shipping and sales and other taxes (excluding taxes based on net income). Transaction Fees will not be charged to or paid by the buyers themselves. Neither awarded Contractor/Vendor nor its designated authorized reseller(s) shall include any additional amount corresponding to the Transaction Fees in the awarded Contract prices. This Transaction Fee applies to all orders, regardless of the method used to submit the order, or the quantity or dollar amount of the order.

Epylon will collect the Transaction Fee on behalf of the CalSave program. The Contractor/Vendor will make all participation fee payments within two weeks after sending the quarterly report. Checks are to be made payable to the Epylon Corporation and sent to 630 San Ramon Valley Blvd., Suite 210, Danville, CA 94526.

5. Non-Conforming Jurisdictions

The Transaction Fee shall not be authorized to be charged to awarded Contractors/Vendors for sales within any jurisdiction where prohibited by law or local-government policy. Instead, the cost of products, services, licenses and goods sold under this Contract in such jurisdictions shall be the same as for all school districts in all other counties of California. However, any LEA using this Contract where Section 4 fees are not permitted shall be required to pay a 2 percent fee for use of the Contract, imposed by MCOE on the authority of Public Contract Code §20118 and §20652, which allows MCOE to charge reasonable costs to the public corporation or agency for furnishing the services incidental to the purchase of items under Contract.

6. Reports

The Contractor/Vendor will compile a quarterly report listing each purchase made by participating agencies under this Contract, and send them by the 15th of April, July, October, and January to Racquel Landolf with the email address of rlandolf@epylon.com. These reports shall be in Microsoft Excel format and shall have file names that identify the Contractor/Vendor and the month being reported. The file at a minimum shall include the fields listed below and shall allow for sorting on any of these fields:

- Date of Order
- Name of Participating Agency or Other Agency (LEA)
- Description of Item and Services Purchased

- Manufacturer's SKU Number
- Quantity or Job Order Units
- Contract Unit Price
- Extended Price
- List Price Before AEPA Discount

7. Length of Term

The term of the agreement shall commence on the date of the award and continue as stipulated in General Terms and Conditions, unless terminated, canceled, or extended. Contract may be terminated by MCOE if LEAs have not used the Contract in any 12-month period, or if orders from participating LEAs do not total $10,000 in any 12-month period. California statutory term limits and extensions shall apply. In no case will the Contract be in force for more than three years at one time.

8. Marketing and Advertising Under This Agreement

Vendor will actively promote the use of this Contract by LEAs in California. Vendor must comply with the marketing plan offered as part of its bid submission. Unless other arrangements are made with the CalSave Administrator, Vendor also agrees to perform the following:

- Include the approved CalSave logo and web address in all print, electronic mail and other advertising and promotion intended for release to California K-12 schools, excluding national marketing releases.
- Provide CalSave with a copy or proof sheet of the advertisement or promotion material. Vendor will provide CalSave with date of release and name of publication, journal, etc.
- Place a CalSave Vendor sign on booths, tables, etc. of any or all exhibits for which the Vendor displays/participates at California tradeshows, conventions and the like.
- Insert the approved CalSave logo and web address on any Vendor's web site promoting the Contract or a specific CalSave landing page and providing a link to the CalSave website.
- Supply product catalog information, product description, pricing, etc., in a spreadsheet format as specified by CalSave for inclusion on the CalSave website.
- Agrees to cooperate in developing appropriate website content to promote its products, services and their advantages to school districts.
- Send requested materials to CalSave within 30 days.

9. Conformance to Public Contract Code §20111

An award by the Monterey County Superintendent of Schools under this solicitation will be for the purchase of equipment, materials, supplies, services or repairs to be furnished, sold, or leased in accordance with Public Contract Code §20111 and §20650 or other California code sections as may be allowed by law. Awards shall include allowance for installation and assembly services incidental and necessary to the use of the equipment, materials, supplies and repairs purchased or leased.

10. Conformance to Public Contract Code §20118 and §20652

All public agencies (LEAs) are authorized by law to purchase off a contract awarded by an agency that has itself gone to bid, including all K-12 schools districts, community college districts, special districts and JPAs serving education, pursuant to Public Contract Code §20118 and §20652. Using these statutes, the MCOE hereby declares its intent and authorization to make all contracts awarded under this Contract "piggybackable" by other agencies in the state. The Agency waives any right to receive payment from other California agencies making purchases off the awarded contracts and those agencies will make payment directly to the vendors. Any legislative changes to Public Contract Codes §20118 and §20652 during the term of the Contract(s) with Award Vendor(s) shall apply to the Contract(s) immediately when such changes become law.

11. Piggyback and Standard School Supply & Equipment Authority

MCOE declares that items, materials, personal property, equipment and licenses under Contract as a result of this Invitation to Bid will qualify as items to be included within its Standard School Supply and Equipment List. Because many County Offices of Education have banded together to create both the EdBuy and the CalSave programs for the purpose of collectively creating both a standard School Supply & Equipment List and cooperative contracts, the items solicited and awarded through this bid may also constitute a portion of an official Standard School Supply and Equipment List for other participating County Offices of Education and County Superintendents of Schools. Purchases by other County Offices of Education and LEAs may be made, not only in accordance with Public Contract Code §20118 and §20652, but also in accordance with Education Code §38110 and §38112 dealing with cooperatives and Standard School Supplies & Equipment.

12. Intended for Personal Property

An award by the MCOE under this solicitation will be for the purchase of equipment, materials, supplies, services or repairs to be furnished, sold, or leased in accordance with Public Contract Code §20111 and §20650. Awards shall include allowance for installation and assembly services incidental and necessary for use of the equipment, materials, supplies and repairs purchased or leased. When any services or repairs fall into a category of Public Works as defined in Public Contract Code §22002, an LEA may be required to conduct a separate bid for labor and services but may use this Contract for an unlimited dollar amount for any supplies, materials, equipment or personal property to be staged and ready for use in a local Public Works project.

13. Public Works Limitations

When Public Works services cost $15,000 or more, an LEA, under most situations, must bid itself independently for the services and labor related to the public work, but may use this Contract for the contracted supplies, material or equipment related to the project. If circumstances allow, LEAs may also combine this competitively bid Contract with other alternative authorities for Public Works projects as may be allowed by law, such as Public Contract Code §22030, Education Code §17406 or Government Code §1466. LEAs may consult with their own legal counsel to see if such statutes apply to their Public Works projects.

14. Job Order and Unit Price Contracting

Notwithstanding, Sections 9 through 13, the Awarded Contractors/Vendors and any authorized resellers or subcontractors, may extend bid pricing to other agencies in California, including school districts, community colleges, state colleges, cities, and counties to the extent allowed by law under Job Order Contracting statutes, including but not limited to Public Contracts Codes §20919.20 through §20919.33, §20665.20 through §20665.35 and §10710. Agency allows any school district, college, or agency to use this Contract and its competitively bid unit pricing as an alternative to other contracting procedures that the school district or agency is otherwise authorized or required by law to use. In using this Contract and pursuing a job-order-contracting project, a participating agency is obliged to conform to contracting steps spelled out in their respective code sections, state college trustee policies, or local board policies including but not limited to Public Contracts Codes §20919.20 through §20919.33, §20665.20 through §20665.35 and §10710.

Agency allows any school district, college, or agency to use this Contract and its competitively bid unit pricing as an alternative to other contracting procedures that the school district or agency is otherwise authorized or required by law to use. In using this Contract and pursuing a job-order-contracting project, a participating agency is obliged to conform to contracting steps spelled out in their respective code sections, state college trustee policies, or local board policies.

15. Start Date

Once the award is made to the Contractor/Vendor and signatures have been placed on the Contract from both parties, the awarded Contractor/Vendor is authorized to begin selling to eligible agencies. MCOE will begin informing LEAs of the Contract once the Contract has been signed.

16. Posted Prices and Requests for Quotes

The awarded contractor/Vendor, in cooperation with MCOE's agent, must make provision for LEAs to quickly ascertain bid prices by posting prices, posting a link or contact for prices, distributing catalogs and price lists, responding to requests for quotations, or participating in eCommerce. (The 2 percent Transaction Fee on all sales is a cost of doing business to the Vendor and the requirement for the fee is publicly disclosed in these bid documents for the edification of all buying agencies and LEAs. Transaction fees should not appear as a line item on a quotation or on listed bid pricing. The final price quoted or displayed must be inclusive of the participation fee on all pricing and quotations.)

17. Submission of Orders and Delivery

After entering into an agreement with MCOE, an LEA electing to use this Contract will enter into a Separate Contract with the Vendor by way of a purchase order or separate contracting document ("Separate Contract"). Purchase orders will be issued by participating LEAs to contractor/Vendor.

LEAs will fax or mail purchase orders directly to the CalSave office fax at (866) 488-3729), unless other arrangements have been made and agreed to by the CalSave Administrator. LEAs may also use Epylon eCommerce software for transmission of purchase orders. Standard business practice is for all purchase orders received by 3:00 p.m. Pacific Time to be logged and forwarded to the appropriate Vendor on the same day received unless unusual circumstances occur. It is the responsibility of the awarded/Vendor contractor to track any purchase order received directly from an LEA and to include that order on quarterly reports.

Awarded Contractor/Vendor will deliver goods, services and corresponding invoices directly to the participating LEAs and receive payments directly from the participating LEAs as per bid specifications.

18. Other Agencies Right to Purchase

CalSave is a self-supporting contracting program led by MCOE. Contracts are made available to all California public school districts, private and nonpublic schools registered with a county office of education or state Department of Education, charter schools, community college districts, eligible state agencies, non-profits (particularly those such as PTAs buying on behalf of schools or government), and any other agency allowed by law – all referred to as LEAs.

Subject to the following Terms and Conditions, MCOE consents to LEAs purchasing items at the same unit price(s) or pricing formula under the Terms and Conditions of this Contract, as may be authorized by §20118 and §20652 of the Public Contract Code or other legal authority:

a) Any other agency (LEA) authorized by law to use this Contract for its own purchase(s) from the awarded Contractor/Vendor or their authorized resellers shall by default enter into a standard agreement with MCOE, which *inter alia* will include the terms, conditions, and information set forth in this paragraph *A* and paragraphs *B* through *I* below.

b) After entering into a standard agreement with MCOE, an Other Agency electing to use this Contract will enter into a Separate

Contract or purchase order ("Separate Contract") with the contractor/Vendor. The Separate Contract is subject to and includes and/or incorporates all applicable terms of this Contract and the specific requirement that the awarded Contractor/Vendor comply with the provisions set forth in the paragraph regarding payment of the 2 percent Transaction Fee (or the non-conforming jurisdiction fee) to be collected by the Epylon Corporation. MCOE will not be a party to any Separate Contract but will be considered a third-party beneficiary of such Separate Contract.

c) The Awarded Contractor/Vendor understands and agrees that failure or refusal to comply with the provisions set forth in this agreement regarding payment of the 2 percent Transaction Fee in conjunction with any Separate Contract or any other use of this Contract by an "Other Agency" is grounds for cancellation of the Contract. The Contractor/Vendor also understands and agrees that if the Contract is cancelled for this or any other reason, MCOE may give notice of such cancellation by any other means appropriate to inform LEAs of that cancellation.

d) The MCOE waives any right it may have to require any LEA using this Contract to draw its warrants for the purchase(s) in its favor and consents to each agency making such payment(s) directly to the contractor/Vendor.

e) Sales tax and freight/shipping charges included in the Contract apply to the MCOE only. Additional sales tax and freight/shipping charges may be required on purchases by any LEA and are outside the scope of this Contract, unless specifically addressed elsewhere in Part A or Part B of the Terms and Conditions.

f) This Contract and any Separate Contract are for the purchase of the items covered by Contract. An LEA may, however, exercise its authority under Education Code §17597 or 81645 or other legal authority to sell and lease back any item owned by, or to be owned by, it pursuant to any Separate Contract. The Contractor/Vendor agrees to take any and all actions requested by any LEA that are necessary to effect any such transfer, by way of example only, accepting payment under the Separate Contract from any third party to whom any such transfer is made.

g) Both the Contractor/Vendor and any LEA using this Contract agree that the MCOE makes no representation that use of this Contract by any Other Agency is, in fact, authorized by law. In this regard, the MCOE suggests that, at a minimum, Contractor/Vendor and any LEA considering such use consult with their own legal counsels before doing so.

h) Both the Contractor/Vendor and any LEA using this Contract agree to defend, indemnify and hold MCOE, the Monterey County Superintendent of Schools, and the Monterey County Board of Education and its members, as well as all of their respective officers, employees and agents, free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any such use.

i) MCOE reserves the right to cancel the whole or any part of this Contract due to failure by the contractor to carry out any obligation, term or condition of the Contract. MCOE will issue written notice to the contractor for acting or failing to act in any of the following:

a) The Vendor fails to adequately perform the services set forth in the Contract

b) The Vendor fails to make progress in the performance of the Contract and/or gives MCOE reason to believe that the contractor will not or cannot perform to the requirements of the Contract

c) The contractor fails to observe any of the Terms and Conditions of the Contract

d) The contractor fails to pay Transaction Fees

e) The contractor fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by the MCOE. MCOE shall follow the following procedure if the Contract is to be terminated:

- Step 1 - Issue a warning letter of concern outlining the violations and length of time to correct the problem(s).
- Step 2 - Issue a letter of intent to cancel the Contract, if the problem(s) is not resolved by a given date.
- Step 3 - Issue letter to cancel the Contract. Upon receipt of the written notice of concern, the contractor shall have ten (10) business days to provide a satisfactory response to MCOE. Failure on the part of the contractor to address adequately all issues of concern may result in Contract cancellation.

19. Conversion to a CMAS Contract

Because of its multiple-award provisions, this Contract may qualify for adoption as a California Multiple-Award Schedule contract. If the Vendor uses this MCOE Contract for the purpose of obtaining a separate CMAS contract from the State of California, the Vendor is responsible for paying both the CMAS fee and the two percent Transaction Fees described in Section I.4 for all orders submitted under the authority of the CMAS program. In exchange for this fee, the Vendor is given a license to use and duplicate MCOE/AEPA Terms and Conditions for the purpose of applying for a CMAS contract. Also, CalSave or CalBuy will post pricing allowing prospective buyers to check for pricing that is compliant with the MCOE Contract and CMAS requirements. Vendor must comply with MCOE's quarterly reporting requirements. Public records of sales through CMAS will be used to verify quarterly reports and sales made through the CMAS program.

20. Other Agencies, Constitutionally Independent Agencies, & Out-of-State Agencies

Other agencies and out-of-state agencies and LEAs may use the Contract as allowed by California Government Code §6502, which says, "If authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties, even though one or more of the contracting agencies may be located outside this state. It shall not be necessary that any power common to the contracting parties be exercisable by each such contracting party with respect to the geographical area in which such power is to be jointly exercised. For purposes of this section, two or more public agencies having the power to conduct agricultural, livestock, industrial, cultural, or other fairs or exhibitions shall be deemed to have common power with respect to any such fair or exhibition conducted by any one or more of such public agencies or by an entity created pursuant to a joint powers agreement entered into by such public agencies."

2. Colorado, Colorado BOCES Association (CBA)

A. Additional Agency Terms and Conditions

Advertising: CBA will require a marketing flier, in electronic format, and timely updates from each vendor promoting the contract and AEPA/CBA relationship. CBA will assist in the development of the marketing flier and other appropriate materials which will include logos representing the vendor/AEPA/CBA. This flier will be for distribution and dissemination to all qualified customers through the CBA website and other appropriate and available methods.

Sales to Qualified Customers: Boards of Cooperative Educational Services (BOCES) in Colorado are legislatively created cooperative organizations directed by Colorado state statute 22-105 to serve all qualified agencies in a cooperative manner. BOCES are governed by publicly elected officials and by state and federal laws. No agency is obligated to use these services and contracts, but they find the benefits of low price and the satisfied bidding process most advantageous. Qualified agencies in Colorado include all public or private educational institutions, K-12 and higher education, all non-profit organizations, and all county or local governmental agencies. CBA requires that all participating vendors offer the Agency contract opportunities to all qualified customers.

B. ***Procedure for Processing Orders:*** Once the award is made to the vendor.

- CBA will inform its members of the contract by:
  - ***i.*** Including the contract in the agency database that is available on the CBA website
  - ***ii.*** Announcing the award through normal communication channels, CBA member presentations as well as regular electronic and direct mail communications.
  - ***iii.*** Offering the opportunity to the vendor to publish their marketing information on the CBA website link to cooperative purchasing opportunities.
- A listing of CBA members, institutional names, contact names, addresses and phone numbers is available to the vendors through the CBA website. At this point the vendor must contact the members and qualified customers; and the customers have the right to contact the vendors directly. Note: CBA requires the awarded vendors to take ownership and actively promote the contract in cooperation with CBA to all members and qualified customers.
- When the customer identifies a desired product or service as available through the AEPA/CBA contract and agrees on price as presented to the customer by the awarded AEPA/CBA vendor, the customer then issues to the vendor a purchase order for that item or service.
- The awarded price must include an additional two percent (2%) administrative fee in the total cost (not as a separate line item), based on the total cost of goods and services including installation. This fee is to be forwarded by the vendor to CBA after the sale and payment is made to the vendor. Payment shall be made to CBA on a quarterly basis along with the complete sale report as specified in the general terms and conditions.
- The sale and transaction may continue without delay or anticipation of the CBA denial of said transaction.
- The administrative fee percentage (2%) is based on the total sale of goods and services including installation and must be included in the original cost quoted to the customer. In the event of a lease, the total administrative fee for the value of goods and services shall be paid to CBA by the vendor at the front end of the lease.
- Vendor makes all deliveries and installation of products and services. CBA does not warehouse items nor provide services.

3. Connecticut, Capitol Region Education Council (CREC)

A. ADDITIONAL MEMBER AGENCY GENERAL TERMS AND CONDITIONS

Affirmative Action - The Contractor must have an employment policy that there shall be no discrimination against anyone on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, intellectual or physical disability or sexual orientation in the hiring, upgrading, demotions, recruitment, termination and selections for training, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to be an "affirmative action-equal opportunity employer."

An Act Concerning Student Data Privacy
Contractor shall comply in all material respects with the provisions of Public Act 16-189, as amended (the "Act"), applicable to it. In connection therewith, the Contractor shall not use any so-called "student information" as defined in the Act and provided to it by or on behalf of CREC ("Student Information") for any purpose other than in connection with the performance of its obligations under this Agreement. The Contractor shall take commercially reasonable actions designed to ensure the security and confidentiality of all Student Information in its possession. The Contractor shall provide written notice to CREC within fourteen (14) days of Contractor's becoming aware of any unauthorized release, disclosure, or acquisition of Student Information in the possession of the Contractor. The Contractor and CREC shall each comply in all material respects with the requirements of the federal Family Educational Rights and Privacy Act of 1974, as amended ("FERPA").

Applicability of Contract Provisions to Connecticut Participants - The Capitol Region Education Council (CREC) is the AEPA Member Agency. Any entity that uses the contract awarded by CREC under this document is referred to as a "Participant." The bidder that is awarded the contract by CREC is referred to as the "Contractor."

Conflict of Interest
The Contractor shall disclose any relationship with a CREC employee that would not be considered an "arms-length" or independent transaction, as described below. This disclosure must be made in writing to CREC for an evaluation. CREC will respond to this disclosure in writing.

A CREC employee (including independent contractors for purposes of this definition) placing an order or recommending a vendor must disclose any relationship with that vendor which would not be considered an "arms-length" or independent transaction. This disclosure must be made in writing to CREC for an evaluation. CREC will respond to this disclosure in writing.

For a transaction to be considered "arms-length" or "independent", a CREC employee should not be influenced, dependent upon, guided or controlled by a vendor into choosing that vendor, or item to purchase; nor should it appear to a third party that a CREC employee made a purchasing decision which appears to be based upon a personal relationship between the CREC employee and vendor.

The following are examples when a transaction is NOT considered arms-length or independent: (1) when there exists a personal relationship between a CREC employee and a vendor, (2) when there exists the potential for a personal benefit to a CREC employee, or (3) the parties to a business deal are dependent upon one another for "something" other than the purchase itself.

In addition, the Contractor shall, if given a copy of the potential Participant's conflict of interest policy, follow the process in that policy, or otherwise disclose to a potential Participant any relationship that would not be considered an "arms-length" or independent transaction with that Participant, as described above. This disclosure must be made in writing to the chief official (for example, the Superintendent at a board of education) at the potential Participant.

Determination of the existence of a conflict of interest does not prohibit CREC and/or a Participant from entering into the contract and purchase order, respectively.

*Financing Arrangements - **Any financing arrangements (including lease purchasing arrangements) will be made directly between the Contractor and a Participant. Financing arrangements may be subject to additional laws, rules and regulations, terms and conditions not described in this document and are subject to separate negotiation with each Participant that is interested in such an arrangement. Each Participant should seek its own legal advice prior to entering into a financing arrangement. CREC must receive a report annually summarizing the executed lease purchases along with the summary of the customer purchases. CREC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the Contractor and the Participant only.***

Freedom of Information Act - The Contractor acknowledges that CREC and some Participants are subject to the Freedom of Information Act, Connecticut General Statutes Sections 1-200 et seq., and submitted to CREC and/or such Participants may be made available to the public under the provisions of the Freedom of Information Act.

Incorporation of Bid Documents - The bid documents, including all appendices executed by Contractor that have been accepted

by CREC (the "Bid") are specifically incorporated into this Contract.

Independent Contractor - The Contractor shall not be held or deemed in any way to be the agent or employee of CREC and/or a Participant. It is the intention of the parties that the Contractor shall be and is to be considered an independent contractor.

Modification to Bid Language in the AEPA Invitation for Bid - The Bidder by submitting its bid hereby declares that this Bid is made without any connection with any other person or persons making any proposal for the same items, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by CREC or a Participant is directly or indirectly interested in the proposal or in the goods or services to which it relates, or in any portion of the profits therefrom.

A. ADDITIONAL MEMBER AGENCY TERMS AND CONDITIONS FOR NON-CONSTRUCTION PRODUCTS AND SERVICES

None

B. ADDITIONAL MEMBER AGENCY TERMS AND CONDITIONS FOR CONSTRUC-TION PRODUCTS AND SERVICES

CT Commission on Human Rights and Opportunities

Municipal Public Works contracts funded in whole or in part by the State of Connecticut are subject to contract compliance requirements and set-aside goals as follows:

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

C. PROCEDURES FOR PROCESSING ORDERS

A. Purchase orders will not be accepted or processed by CREC. All business will be contracted directly with the Participant, which will issue a purchase order and provide payment for the applicable good or service directly to the Contractor.

B. To the extent not otherwise described in this document, once a purchase order is issued by a Participant to a Contractor, all of the provisions of the contract shall benefit and be enforceable by such Participant, unless specifically identified as applying to CREC only.

D. AGENCIES ALLOWED TO PURCHASE UNDER THE MEMBER AGENCY

There are 169 school districts in Connecticut and all are eligible for membership. No district is obligated to use these services. Additional members may include other public educational institutions, public colleges or universities, community colleges, vocational or technical schools, municipal governments, and other governmental, quasi-governmental, or non-profit organizations.

Work in Other States

CREC is making the CT AEPA contract available for vendors to use in all New England states – CT, ME, NH, RI, VT – and New York, and any other state without AEPA member representation. Our contract is also available in MA for vendors who TEC has been unable to sign with.

Sales made in any of these states using the AEPA contract are to be reported to CREC, with the 2.0% administrative fee made payable to CREC. The Contractor must advise CREC its intent to use the contract in any of these states.

All Terms and Conditions for Connecticut apply to work in these states. It is the Contractor's obligation to ensure that the

purchaser fully understands the AEPA contract, including whether it is allowable under applicable state regulations.

4. Florida, Panhandle Area Education Consortium/Florida Buy Purchasing Program

A. Additional Agency Terms and Conditions

Vendor Contact: Vendor will designate to the Panhandle Area Educational Consortium Florida Buy, one individual who will represent them during the agreement period. This contact person will correspond with each ordering member for technical assistance, problems, or questions that may arise, including instructions if different contacts for different geographical areas are needed. This information will be distributed to all school districts upon award of this bid. Vendors may use this contract to sell products or services in addition to school districts to any government agency, non-profit organizations or institutions.

Vendor agrees to abide by all federal, state and local laws and regulations. It is the responsibility of the Vendor to determine applicability and requirements of any such laws and to abide by them.

All terms and conditions may be modified and revised by PAEC Florida Buy with the written consent of both PAEC Florida Buy and the Awardee.

PAEC Florida Buy, at its discretion, may offer the use of the awarded agreement to governmental entities such as state agency purchasing programs, to extend the use of the contract to eligible users. This option will be referred to as an Interlocal Agreement. Under such conditions, the participating agency may, with written consent from the Awardee, modify and revise the terms and conditions of the master agreement.

Other state and public agency purchasing program agreements may require additional administrative fees, associated with sales, to be paid by the Awardee for the management of the contract. The Awardee will be notified in writing and will have the option of accepting or rejecting the Interlocal Agreement program fees.

No right or interest in the Contract shall be assigned or transferred by the Contractor without the prior written consent of the PAEC Florida Buy program. No delegation of any duty of the Contractor shall be assigned without prior written permission of PAEC Florida Buy. If the original Vendor/Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. PAEC Florida Buy reserves the right to reject the acquiring person or entity as a Vendor/Contractor. A change of name agreement will not change the contractual obligations of the Vendor/Contractor.

The Awardee, may, upon entering into negotiations with qualified buyers, amend their prices to offer volume discounts below the lowest unit rates established in the pricing portion of this agreement.

The Awardee(s) agrees to sign contact acknowledgement form with the Florida Buy State Cooperative Purchasing and pay an administrative fee for sales and services generated from this contract. This fee is not to be added to the invoice of any entity choosing to use this agreement and will be equal to 2% of the invoice and be paid to Florida Buy State Cooperative Purchasing on a quarterly basis. The Awardee will be provided a template for reporting sales, and it will include the entity using the contract, the date of service, and the savings to the school district and other eligible users. Florida Buy State Cooperative Purchasing extends the authority for the Awardee to use the contract for eligible entities outside of Florida provided 2% administrative fee is paid.

B. Procedures For Processing Orders

Once the award is made to the Vendor, PAEC Florida Buy will inform all school districts of the contract by:

1. Including the award information on the PAEC Web site at www.floridabuy.org
2. Announcing the award in its PAEC Florida Buy website
3. Announcing the award via electronic mail to all members

Any members, contact names, addresses and phone numbers will be available at the PAEC Web site www.floridabuy.org. At this point, the Vendor may contact the members and the members may contact the Vendor. The member will identify a desired product or service available through the AEPA contract and agrees on the price and conditions as presented to the member by the awarded AEPA Vendor. A final copy of the customer purchase order or sales summary must be sent to PAEC Florida Buy by the Vendor after completion of the service or installation. The Vendor has (30) thirty days to forward this purchase order. This will insure compliance of the contract.

Vendor makes all deliveries and installations of products and services. PAEC Florida Buy does not warehouse items. All participating Vendors agree to and are subject to audit proceedings of the AEPA sales to members.

The Vendor will produce and provide to PAEC Florida Buy quarterly reports ending March 31, June 30, September 30 and December 31 throughout the contract period. The reports shall identify the Vendor and the quarter being reported, shall include a minimum of the fields listed below:

1. Date of Order
2. School district
3. List or academic price sales totals
4. PAEC Florida Buy price sales totals
5. Member savings total

Quarterly reports and administrative fee payments to PAEC Florida Buy are due the 15th of the succeeding month, and all checks are to be made payable to the Panhandle Area Educational Consortium and sent to: PAEC, 753 West Blvd, Chipley, Florida 32428 and Attention: Florida Buy. PAEC may designate another agent for collecting and administrative fee that will be negotiated with Vendor for e-commerce transactions.

C. Agency Members Purchasing Under The Member Agency

The Panhandle Area Educational Consortium is a fourteen-member consortium that includes a voluntary purchasing program developed for schools in Florida. All other school districts in Florida are participating members in the programs of the Panhandle Area Educational Consortium (PAEC), including participation in the statewide cooperative purchasing program. Agencies that use this contract will be in compliance with FS1001.42. PAEC was established to provide easily accessible information for our member and participating public school districts and the communities we serve. Since the creation of PAEC in 1967, our school districts have benefitted from shared services made available through leading edge technology. While school districts access our teaching and learning, training and technology, and business operations services in varying degrees of need, all come for the mutually beneficial purpose of reaching their goals together.

5. Georgia, Cooperative Purchasing Agency (CPA) – No changes

1. **General Overview**
   a. Cooperative Purchasing Agency is now the AEPA representative for the state of Georgia. In Georgia we advertise our bids on the state procurement registry website:http://doas.ga.gov/state-purchasing/georgia-procurement-registry-for-local-governments
   b. In 1971 several small school systems in North Georgia decided to work together & form **Cooperative Purchasing Agency (CPA)**, a non-profit organization built by & for the school systems to combine their purchasing power. As a division of North Georgia, Northeast Georgia, & Pioneer RESA; Pioneer RESA serves as our fiscal agent and as such we currently show up on the Georgia Procurement Registry as Pioneer RESA. CPA serves as a purchasing agent for classroom & office supplies for its 35-member school systems plus neighboring ones who choose to take advantage of cooperative buying. CPA also serves as a recipient agency for USDA commodities that member systems receive through the USDA school lunch program. In addition to items included in our catalog & website, CPA has access to brands, custom items, & entire product categories that meet systems' office & classroom needs – including furniture options (indoor & outdoor), playground equipment, shelving installations, print supplies, & more.
2. **Additional Participating Agency Terms and Conditions for Construction Related Products and Services**
   a. Georgia requires all local school boards to post any bids requiring capital improvements / public works construction over $100,000.00 to be posted on the Georgia procurement website, regardless of who they are purchasing through.
3. **Local Government Provisions - Provisions Applicable to Counties, Municipal Corporations, And Other Governmental Entities**

   § 36-91-20. Written contract required; advertising; competitive sealed bidding; timing of addendums; prequalification
   a. All public works construction contracts subject to this chapter entered into by a governmental entity with private persons or entities shall be in writing and on file and available for public inspection at a place designated by such governmental entity. Municipalities and consolidated governments shall execute and enter into contracts in the manner provided in applicable local legislation or by ordinance.
   b. Prior to entering into a public works construction contract other than those exempted by Code Section 36-91-22, a governmental entity shall publicly advertise the contract opportunity. Such notice shall be posted conspicuously in the governing authority's office and shall be advertised in the legal organ of the county or by electronic means on an Internet website of the governmental entity or an Internet website identified by the governmental entity which may include the Georgia Procurement Registry as provided by Code Section 50-5-69.
      i. Contract opportunities that are advertised in the legal organ shall be advertised a minimum of two times, with the first advertisement occurring at least four weeks prior to the opening of the sealed bids or proposals. The second advertisement shall follow no earlier than two weeks from the first advertisement.
      ii. Contract opportunities that are advertised solely on the Internet shall be posted continuously for at least four weeks prior to the opening of sealed bids or proposals. Inadvertent or unintentional loss of Internet service during the advertisement period shall not require the contract award or bid or proposal opening to be delayed.
      iii. Contract opportunities that will be awarded by competitive sealed bids shall have plans and specifications available on the first day of the advertisement and shall be open to inspection by the public. The plans and specifications shall indicate if the project will be awarded by base bid or base bid plus selected alternates and:
         1. A statement listing whether all anticipated federal, state, or local permits required for the project have been obtained or an indication of the status of the application for each such permit including when it is expected to be obtained; and
         2. A statement listing whether all anticipated rights of way and easements required for the project have been obtained or an indication of the status as to when each such rights of way or easements are expected to be obtained.
      iv. Contract opportunities that will be awarded by competitive sealed proposals shall be publicly advertised with a request for proposals which request shall include conceptual program information in the request for proposals describing the requested services in a level of detail appropriate to the project delivery method selected for the project.
      v. The advertisement shall include such details and specifications as will enable the public to know the extent and character of the work to be done.
      vi. All required notices of advertisement shall also advise of any mandatory prequalification requirements or pre-bid conferences as well as any federal requirements pursuant to subsection (d) of Code Section 36-91-22. Any advertisement which provides notice of a mandatory prebid conference or prequalification shall provide reasonable advance notice of said conference or for the submittal of such prequalification information.
   c. Governmental entities are authorized to utilize any construction delivery method, provided that all public works construction contracts subject to the requirements of this chapter that:
      i. Place the bidder or offeror at risk for construction; and
      ii. Require labor or building materials in the execution of the contract shall be awarded on the basis of competitive sealed bidding or competitive sealed proposals. Governmental entities shall have the authority to reject all bids or

proposals or any bid or proposal that is nonresponsive or not responsible and to waive technicalities and informalities.

d. No governmental entity shall issue or cause to be issued any addenda modifying plans and specifications within a period of 72 hours prior to the advertised time for the opening bids or proposals, excluding Saturdays, Sundays, and legal holidays. However, if the necessity arises to issue an addendum modifying plans and specifications within the 72-hour period prior to the advertised time for the opening of bids or proposals, excluding Saturdays, Sundays, and legal holidays, then the opening of bids or proposals shall be extended at least 72 hours, excluding Saturdays, Sundays, and legal holidays, from the date of the original bid or proposal opening without need to readvertise as required by subsection (b) of this Code section.

e. Bid and contract documents may contain provisions authorizing the issuance of change orders, without the necessity of additional requests for bids or proposals, within the scope of the project when appropriate or necessary in the performance of the contract. Change orders may not be used to evade the purposes of this article.

f. Any governmental entity may, in its discretion, adopt a process for mandatory prequalification of prospective bidders or offerors; provided, however, that:
    i. Criteria for prequalification must be reasonably related to the project or the quality of work;
    ii. Criteria for prequalification must be available to any prospective bidder or offeror requesting such information for each project that requires prequalification;
    iii. Any prequalification process must include a method of notifying prospective bidders or offerors of the criteria for or limitations to prequalification; and
    iv. Any prequalification process must include a procedure for a disqualified bidder to respond to his or her disqualification to a representative of the governmental entity; provided, however, that such procedure shall not be construed to require the governmental entity to provide a formal appeals procedure. A prequalified bidder or offeror cannot be later disqualified without cause. History Code 1981, § 36-91-20, enacted by Ga. L. 2000, p. 498, § 1; Ga. L. 2001, p. 820, § 12; Ga. L. 2007, p. 640, §

6. Illinois

The following State Specific Terms and Conditions shall apply to all contracts involving public schools and/or other educational entities operating in Illinois, (hereinafter "Illinois Customers") and shall prevail over any General Terms and Conditions if/when they differ.

Illinois Law to Govern.

The Agreement, as modified by these Illinois Terms & Conditions, is (and shall be) governed by, construed under, subject to compliance with, and interpreted in accordance with, the laws and regulations of the State of Illinois, expressly including, (but not limited to): the Illinois School Code, 105 ILCS 5/1-1 *et seq*.; its procurement and bidding standards and prerequisites delineated at 105 ILCS 5/10-20.21; the Illinois Public Officer Prohibited Activities Act, 50 ILCS 105/0.01 *et seq.*; the Illinois Criminal Code, 720 ILCS 5/1-1 *et seq.*; its prohibitions against interference with public contracting delineated at 720 ILCS 5/33E-1, *et seq.*; the Illinois State Officials and Employees Ethics Act, 5 ILCS 430/1 *et seq.*; the Illinois Public Officer Prohibited Activities Act, 50 ILCS 105/1 *et seq.*; the Illinois Drug-Free Workplace Act, 30 ILCS 580/1 *et seq.,;* the Illinois Business Enterprises for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*; the Illinois Human Rights Act, 775 ILCS 5/2-105 *et seq.;* and policies of the Illinois Customer relating to the subject matter of the Agreement with Contractor.

When Contractor and/or its agents will be on an Illinois Customer's premises (whether for delivery, installation, the provision of contractual services, or otherwise), Contractor shall also comply in all respects with: all background check requirements set forth at 105 ILCS 5/10-21.9; the Illinois Smoke Free Illinois Act, 410 ILCS 82/1 *et seq.,* and the Illinois Firearm Concealed Carry Act, 430 ILCS 66/1 *et seq.*

Any contractual payment requested of an Illinois Customer shall be invoiced, processed, and remitted to a Contractor in accordance with the requirements and provisions of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq*.

This Agreement shall be construed and incorporated in accordance with the laws of the State of Illinois, regardless of any choice of law provision that might otherwise authorize construction of its terms in accordance with the law(s) of another state, states, or federal law.

By entering into this Agreement with an Illinois Customer, the Contractor's signature on the executed contract shall serve as Contractor's certification of Contractor's compliance with the foregoing laws and all requirements thereunder.

Entire Agreement and Construction

The Agreement, as modified by these Illinois Terms & Conditions, represents the entire agreement between Contractor and the Illinois Customer, and supersedes all prior negotiations or agreements, written or oral, which are not included herein. This Agreement may only be amended by written instrument executed by the Illinois Customer and Contractor. In the event of a conflict between the Agreement, as modified by these Illinois Terms & Conditions, and a proposal from Contractor, the terms of this modified Agreement will take precedence.

Each party has reviewed and approved the Agreement, and no rule of construction that resolves ambiguities against the drafting party will be employed in the interpretation of this Agreement.

Dispute Resolution.

Any dispute arising in any manner hereunder shall be subject to resolution by litigation, unless all involved parties consent to an alternative means of dispute resolution. Venue for any legal action brought hereunder shall be the Illinois state circuit court of the county in which the Illinois Customer's administrative office is located or (if different and only if the Illinois Customer so elects) the Illinois state circuit court of the county where the Project is performed. Any provision of the General Terms purporting to change, limit, restrict, or shorten any Illinois period of repose and/or the duration of any applicable Illinois stature of limitation shall be of no force or effect against an Illinois Customer, it being understood by the parties that the Illinois periods of repose and statutes of limitation applicable to the subject matter hereof shall govern actions relating to this Agreement. No provision from the General Conditions shall limit, restrict, or shorten the duration of any period of repose or statute of limitation applicable under Illinois law.

Termination of the Agreement.

The Illinois Customer may terminate this Agreement at any time, in whole or in part, with or without cause, upon providing written notice to Contractor. If this Agreement is terminated by the Illinois Contractor for cause, the Contractor shall be liable to the Owner for any increase in cost incurred by the Owner in replacing the goods under contract and/or completing the contractual work, and for any additional or other damages the Illinois Customer suffers. In the event this Agreement is terminated by the Illinois Customer solely for the Illinois Customer's convenience, Contractor shall be compensated for items properly provided and/or work properly rendered through the date of termination, as can be documented to the reasonable satisfaction of the Illinois Customer. The Illinois Customer shall have no liability to Contractor beyond the date of termination. In no event shall Contractor be compensated for anticipated profit or lost opportunity.

Insurance and Indemnification Provisions.
Contractor hereby agrees to indemnify and hold the Illinois Customer, its board members, officers, agents, employees, administrators, attorneys, and any other parties designated by the Illinois Customer (hereinafter collectively called the Indemnitees) harmless from all losses, claims, liabilities, injuries, damages and expenses, including (but not limited to) all attorneys fees and defense and court costs and expenses, that the Indemnitees may incur arising out of, or occurring in connection with, the performance, acts, omissions, negligence, willful and/or wanton behavior, and/or breaches by Contractor of its duties and obligations under or pursuant to this Agreement. This indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers or workmens compensation acts, disability benefit acts or other employee benefit acts.

Contractor shall procure, at no expense to the Illinois Customer, the insurance coverages set forth in the General Conditions. In each such instance, Contractor shall, by endorsement, name the Illinois Customer as an additional insured and shall provide copies of said policies and endorsements to the Illinois Customer prior to commencement under this Agreement.

Funding Contingencies for Multi-Year Projects.
All contracts with Illinois Customers that call for performance, or otherwise extend, beyond the Illinois Customers' current fiscal year, are, and shall be, expressly contingent upon annual appropriations. In the event an Illinois Customer's entry into an Agreement with Contractor constitutes a lease purchase (whether for financing purposes or otherwise), that Agreement shall be subject to the provisions of 105 ILCS 5/10-22.25a in addition to all other terms set forth in this Agreement.

Warranties and Claims.
No provision(s) set forth in the General Conditions shall serve to limit the Contractor's liability with respect to damages of any sort (whether actual, incidental, consequential, or otherwise) suffered by an Illinois Customer, nor will any disclaimer of warranties be effective against an Illinois Customer.

Attorney Fee Provisions.
No provision providing for the payment of prevailing party costs and expenses (including legal fees) resulting from litigation or other method of dispute resolution shall be applicable to Illinois Customers.

Automatic Renewals.
No provision calling for automatic renewals or "evergreen" renewals, (wherein the term of the agreement automatically renews for a period beyond the initial term unless a party provides affirmative advance notice of termination to the other party) shall be effective in an Agreement with an Illinois Customer, it being the parties' understanding, instead, that the contractual arrangements with Illinois Customers will terminate upon completion of the initial term or satisfaction of the original scope, unless the parties subsequently and affirmatively agree to supplemental renewal provisions.

Successors and Assigns; No Subcontracting.
Contractor shall not assign any rights under, or interest in, this Agreement, nor may Contractor subcontract any duties arising hereunder, without the prior written consent of the Illinois Customer. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Indiana, Wilson Education Service Center (WESC)

A. Additional Agency Terms and Conditions
Participating entities and approved vendors must be in full compliance with statutory requirements of all applicable federal, state, and local laws, rules, regulations, and ordinances including applicable public works and prevailing wage projects. All provisions required thereby to be included herein and are hereby incorporated for reference. This contract shall be construed in accordance with and governed by the laws of the State of Indiana. Awarded pricing must be made available to all participating entities regardless of size.

B. Procedure for Processing Orders
Wilson Education Service Center will inform all public school corporations, private/parochial schools, charter schools, nonprofit entities, municipalities, other governmental entities and higher education entities of contract awards via web sites and various marketing strategies. Vendors will have the primary responsibility to market contracts to eligible buyers within Indiana. After contracts are awarded and product information is available on our e-procurement sites vendors are free to contact eligible buyers and vice versa. The Wilson Education Service Center utilizes an e-procurement facilitation system as the primary mechanism for ordering and the primary method of marketing. Vendors are required to use the IAESC Procurement System and GovPro systems upon award. A 2.25% administrative fee will be assessed on gross monthly sales for IAESC Procurement (used by schools), and a 3.25% administrative fee will be assessed on gross monthly sales on GovPro (all other entities) after a 1% price increase. Vendors shall not include shipping and handling charges, federal excise tax, or state sales tax on invoices. Taxes do not apply to purchases by the participating entities. All participating entities have a "Not for Profit Tax Exemption Certificate" which will be furnished by the buyer upon request by the vendor. Quantities shipped in excess of quantities designated in the Purchase Order, or unapproved product substitutions will be returned at the vendor's expense.

C. Members Purchasing Under the Agency
All public school corporations, private/parochial schools, charter schools, nonprofit entities, municipalities, other governmental entities and higher education entities are eligible buyers. The Wilson Education Center as established by Indiana Code 20-1-11.3-1 with Inter-local Agreement Powers as established by Indiana Code 36-1-7-2 represents all eligible buyers in this program within Indiana.

8. Iowa, AEA Purchasing

A. *Additional Member Agency General Terms and Conditions that apply for all categories*

Right to Assign

AEA Purchasing specifically reserves the right, in its sole discretion, to assign and transfer its interest in the Contract with the Vendor Partner, consistent with the terms and conditions of said Contract, to any organization, along with all corresponding duties, responsibilities, and obligations of both parties, and under the terms provided herein.

B. *Additional Member Agency Terms and Conditions for Non-Construction Products and Services*

None.

C. *Additional Member Agency Terms and Conditions for Construction Products and Services*

AEA Purchasing may participate in Construction Products and Services bids through AEPA on a limited basis due to the restrictions mandated in the Iowa Code, Chapter 26 and 573.

D. *Procedure for Processing Orders*

AEA Purchasing's eligible clients follow a standard or electronic ordering process. The awarded Contractor will invoice and deliver products and services directly to AEA Purchasing's eligible clients. All invoices for payment shall be sent directly to the AEA Purchasing eligible client ordering under the terms and conditions of this agreement. The AEA Purchasing eligible client will make payment directly to the awarded Vendor Partner(s)AEA Purchasing does not process any orders.

E. *Agencies Allowed to Purchase under the Member Agency*

- K-12 Public & Private Schools
- Area Education Agencies
- Colleges & Universities
- Public Libraries
- City, County & State Government
- Non-Profit Education Organizations

9. Kansas, Greenbush-Southeast Kansas Education Service Center (SEKESC)

A. Additional Member Agency General Terms and Conditions that apply for **all** categories

Kansas Mandatory Contract Provisions

Terms Herein Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

Kansas Law and Venue: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

Termination Due To Lack Of Funding Appropriation: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

Disclaimer Of Liability: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

Anti-Discrimination Clause: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.)* and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.)* and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.)* (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Acceptance Of Contract: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

Representative's Authority To Contract: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

Responsibility For Taxes: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

Insurance: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

Information: **No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.**

The Eleventh Amendment: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

Campaign Contributions / Lobbying: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Assignment - SEKESC Right to Assign
In the event of a cancellation, the SEKESC specifically reserves the right, in its sole discretion, to assign and transfer its interest in any contract, consistent with the terms and conditions of any contract, to any organization, along with all corresponding duties, responsibilities for both parties and provisions contained herein.

Purchase Orders
Any purchase order issued by SEKESC, or one of its eligible entities, is cancelable under provisions of K.S.A. 10-1113. All purchase orders shall be issued by the SEKESC or its participating eligible entities desiring to acquire the products or services under the contract. Said purchase order shall include adequate reference to identify the bid to which it relates.

Marketing

- Awarded Vendor will proactively market the awarded contract to all eligible entities. The SEKESC will enhance the Awarded Vendor's marketing efforts through communication and meetings with eligible entities, participation in marketing events and tradeshows, through its website and social media resources and through day-to-day customer support activities.
- Awarded Vendor will train its professional staff and sales force in the provisions and benefits of the awarded contract. The SEKESC will enhance such effort by providing joint trainings and participating in joint sales calls as needed.
- The SEKESC and Awarded Vendor will jointly design presentations, documents, and other promotional material to assist in the promotion of the awarded contract.
- Awarded Vendor will include the SEKESC (Greenbush) logo on all sales materials targeted to eligible entities for the awarded contract. The SEKESC hereby grants to Awarded Vendor a non-exclusive, revocable, non-transferable, permission to use the SEKESC (Greenbush) name and logo during the term of this Agreement. Likewise, during the term of this agreement, the Awarded Vendor grants the SEKESC (Greenbush) permission to reproduce their name and logo in connection with marketing and promotion of the awarded contract.

B. Additional Member Agency Terms and Conditions for Non-Construction Products and Services
SEKESC has no additional terms and conditions for non-construction products and services.

C. Additional Member Agency Terms and Conditions for Construction Products and Services

K.S.A. 60-1111. Public works bond. (a) Bond by contractor. Except as provided in this section, whenever any public official, under the laws of the state, enters into contract in any sum exceeding $100,000 with any person or persons for the purpose of making any public improvements, or constructing any public building or making repairs on the same, such officer shall take, from the party contracted with, a bond to the state of Kansas with good and sufficient sureties in a sum not less than the sum total in the contract, conditioned that such contractor or the subcontractor of such contractor shall pay all indebtedness incurred for labor furnished, materials, equipment or supplies, used or consumed in connection with or in or about the construction of such public building or in making such public improvements.

A contract which requires a contractor or subcontractor to obtain a payment bond or any other bond shall not require that such bond be obtained from a specific surety, agent, broker or producer. A public official entering into a contract which requires a contractor or subcontractor to obtain a payment bond or any other bond shall not require that such bond be obtained from a specific surety, agent, broker or producer.

(b) Filing and limitations. The bond required under subsection (a) shall be filed with the clerk of the district court of the county in which such public improvement is to be made. When such bond is filed, no lien shall attach under this article. Any liens which have been filed prior to the filing of such bond shall be discharged. Any person to whom there is due any sum for labor or material furnished, as stated in subsection (a), or such person's assigns, may bring an action on such bond for the recovery of such indebtedness but no action shall be brought on such bond after six months from the completion of such public improvements or public buildings.

(c) In any case of a contract for construction, repairs or improvements for the state or a state agency under K.S.A. 75-3739 or 75-3741, and amendments thereto, a certificate of deposit payable to the state may be accepted in accordance with and subject to K.S.A. 60-1112, and amendments thereto. When such certificate of deposit is so accepted, no lien shall attach under this article. Any liens which have been filed prior to the acceptance of such certificate of deposit shall be discharged. Any person to whom there is due any sum for labor furnished, materials, equipment or supplies used or consumed in connection with or for such contract for construction, repairs or improvements shall make a claim therefor with the director of purchases under K.S.A. 60-1112, and amendments thereto.

4-1030. State and local government contracts; mandatory provisions. (a) Except as provided by subsection (c), every contract for or on behalf of the state or any county or municipality or other political subdivision of the state, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

(1) The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;

(2) in all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission;

(3) if the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;

(4) if the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and

(5) the contractor shall include the provisions of subsections (a)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

(b) The Kansas human rights commission shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas act against discrimination.

(c) The provisions of this section shall not apply to a contract entered into by a contractor:

(1) Who employs fewer than four employees during the term of such contract; or

(2) whose contracts with the governmental entity letting such contract cumulatively total $5,000 or less during the fiscal year of such governmental entity.

D. Procedure for Processing Orders

The SEKESC utilizes the following ordering/delivery procedures:

- Purchase orders will be issued by the individual eligible entity.
- Vendors must issue invoices directly to the ordering eligible entity as specified on each purchase order.
- Delivery of all items included in this solicitation will be made to the locations within each eligible entity as will be specified on the purchase order.
- Each order shall contain a packing slip of its contents to assist in prompt processing of payments to Vendor.
- The SEKESC reserves the right to implement a Vendor Quotation Number process for contract awards related to, but not limited, to project-based and construction related proposal activities.

E. Agencies Allowed to Purchase under the Member Agency

Eligible Entities: Entities eligible to purchase from Southeast Kansas Education Service Center (Greenbush) cooperative purchasing contracts include but may not be limited to:

- K-12 Public Schools
- K-12 Private Schools
- Colleges & Universities
- City, County, and State Governments
- Public Libraries
- Non-profit organizations holding form #501C3

Kentucky, Green River Regional Educational Cooperative (GRREC)

A. Additional Member Agency General Terms and Conditions that apply for all categories The Green River Regional Educational Cooperative, Inc. (GRREC) is one of eight educational cooperatives in Kentucky, all of which are participants in the AEPA bids. GRREC serves as contact agency for all AEPA correspondence for all eight educational cooperatives. For the Kentucky Educational Cooperatives, the collective bidding process is conducted consistent with KRS Chapter 45A, the Kentucky Model Procurement Code. Contracts with GRREC shall include the provision granting GRREC employees the right to access to the Contractor's records. Vendor Contact: Vendor will designate to GRREC one individual who will represent them to Kentucky Bidding Cooperative members during the agreement period. This contact person will correspond with each ordering member for technical assistance, problems, or questions that may arise. Include instructions if different contacts for different geographical areas are needed; this information will be distributed to Kentucky Bidding Cooperative members upon award of this bid. The following Federal Clauses are required as a part of KY bid documents: 1. CLEANAIR/CLEANWATER A. Vendor Partner agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq). Vendor Partner agrees to report each violation to the USDA and the appropriate EPA Regional Office.

B. Vendor Partner agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Vendor Partner agrees to report each violation to the USDA and the appropriate EPA Regional Office. 2. SUSPENSIONANDDEBARMENT Vendor Partner understands that a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235),"Debarment and Suspension." By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by GRREC. If it is later determined that Vendor Partner knowingly rendered an erroneous certification, in addition to remedies available to GRREC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Vendor Partner agrees to comply with the requirements of 2 CFR 180.220 while the above referenced contract is valid. Vendor Partner further agrees to include a provision requiring such compliance in its lower tier covered transactions. 3. LOBBYING Vendor Partner will comply with the Byrd Anti–Lobbying Amendment (31 U.S.C. § 1352) and the New Restrictions on Lobbying and has signed and attached to this Addendum the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Forms SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to GRREC. 4. PROCUREMENTOFRECOVERED MATERIALSPURSUANTTO2 C.F.R. § 200.322 Vendor Partner agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. 5. BUYAMERICAN "Domestic Commodity or Product" are defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards School Food Authorities ("SFAs") must comply with when purchasing commercial food products served in the school meals programs. Buy American: AEPA Member Agencies or Participating Entities participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (atleast51percent) using agricultural commodities that are produced in the US. Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when: the product is not produced or Manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple; and competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product. ALL products that are normally purchased by Vendor Partner as non-domestic and proposed as part of this contract must be identified with the country of origin. Vendor Partner shall outline their procedures to notify GRREC when products are purchased as non-domestic. Any substitution of a non-domestic product for a domestic product (which was originally a part of the solicitation), must be approved, in writing, by GRREC, prior to the delivery of the product to the AEPA Member Agency or Participating Entities. Any non-domestic product delivered to the AEPA Member Agencies or Participating Entities, without the prior, written approval of GRREC will be rejected. Vendor Partner must affirm its willingness to assert its best and reasonable efforts to ensure compliance with this federal rule.

6. COST REIMBURSEMENTCONTRACTS Solicitation Requirements for cost reimbursable contracts:

A. Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

B. Contractor will separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or (B) Contractor will exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

C. Contractor's determination of its allowable costs will be made in compliance with the applicable

DepartmentalandProgramregulationsandOfficeofManagementandBudgetcost circulars;
D. Contractor will identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit;
E. Contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and F. Contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

B. Additional Member Agency Terms and Conditions for Construction Products and Services
The Contractor and subcontractors shall pay all laborers, workmen and mechanics performing work under this contract not less than the rate of wages set forth in the prevailing wage schedule incorporated in the contract conditions as determined by the Kentucky Department of Labor in accordance with the provisions of KRS 337.505 through KRS337.550. Bidders are informed that construction contracts of the Commonwealth of Kentucky and political subdivisions are not exempt from the provisions of the Kentucky Sales and/or Use Tax. Current sales and/or Use Tax shall be provided for and included in the bid amount as no adjustments will be permitted nor made after receipt of bids.
1. It should be noted that where performance bonds are required, it should include both performance and payment bonds.
2. State Prevailing Wages shall apply for projectsof$250,000.00ormore, or Davis Bacon wages (when federal funds are utilized) if higher than State Prevailing Wages.
3. All work shall be in accordance with necessary approvals from the Kentucky Department of Housing, Buildings and Construction and the Kentucky Building Code.
4. All processes of the project comply with 702 KAR 4:160, the Capital Construction Process, including necessary approvals from the Kentucky Department of Education.
5. Performance and payment bond on AIA document 312 must be provided for all projects that exceed $25,000.(Also provide that the Surety shall comply with state requirements.)
6. In accordance with 702 KAR 4:160, AIA and KDE documents be utilized on all projects including but limited to:
a. A 101 Standard form of Agreement between Owner and Contractor (including KDE amendments)
b. A201 General Conditions of the Standard Form of Agreement between Owner and Contractor (including KDE amendments)
c. AIA A701 Instructions to bidders, with KDE amendment and KDE Form of proposal (may require editing AEPA instructions to bidders to eliminate conflicts).
d. KDE purchase Order (for direct purchase of materials with tax number, to exempt materials from state sales tax)
e. If applicable, where architectural services are provided by the Owner, Form B141, Standard Form of Agreement between Owner and Architect
7. Architectural services shall be provided in accordance with KRS 322.360 and other relevant Kentucky Revised Statutes by the vendor or the Owner at the Owner's preference.

C. Procedure for Processing Orders Once the award is made to the Contractor/vendor, GRREC and Kentucky's other cooperatives will inform their members (school districts and other entities) of the contract by: 1) including the contract in the Current Bids section on their websites and 2) publishing the contract information in catalogs disseminated to all members. A list of members, contact names, addresses and phone numbers is made available to the Contractor. At this point the Contractor/vendor contacts the members and members may contact the Contractor/vendor. When the member identifies a product or service, it will issue a purchase order for that item to the vendor. The vendor's price will include a two percent (2%) administrative fee that the vendor will collect from the member and remit to GRREC on a quarterly basis. Municipal and county governments, and other governmental, quasigovernmental, or nonprofit organization price will reflect a two percent (2%) administrative fee. On the occasion that an AEPA contract awarded by Kentucky is utilized by public school and public non-school entities in other states, purchases in these instances will also reflect a two percent (2%) administrative fee. The vendor will also compile and provide to GRREC a quarterly report showing all purchases made by Kentucky members (with specific detail as to what purchases were made by which members) under this contract. Further, if no purchases are made in any given quarter, the Vendor shall remit a "No Activities" statement to GRREC for that quarter. The vendor will also produce and provide to GRREC an annual summary report for all purchases made under this contract for a period of beginning with the award of the contract through December 31st and all consecutive annual periods if contract is extended. The vendor will make all administrative fee payments to the GRREC by the 15th of the month following the end of the quarter (i. e. April 15th, July 15th, October 15th and January 15th). All checks are to be made payable to GRREC and sent to GRREC, 230 Technology Way, Bowling Green, KY 42101 and Attention: Finance Director. GRREC may designate another agent for collecting an administrative fee that will be negotiated with vendor for e-commerce transaction. GRREC will share information from the quarterly and annual reports and distribute the administrative fee among the other KY Educational Cooperatives according to membership.

D. Members Purchasing under the Agency: Currently there are 8 Bidding Cooperatives in Kentucky and all are participating in this invitation through GRREC's solicitation. There are 170+ independent and county school districts and all are eligible for membership in a Bidding Cooperative and approximately 98% of the districts are members of one of the cooperatives. No district

is obligated to use these services. Additional members may include other public educational institutions in the state, public colleges or universities, community colleges, vocational or technical schools, municipal and county governments, and other governmental, quasi- g o v e r n m e n t a l or non- profit organizations. Kentucky currently shares its AEPA contracts with the following states: AL, LA, MS, NC, and TN. Only those districts or institutions listed on an approved Bidding Cooperative membership list are eligible to purchase under these contracts. This list may change during the contract period

10. **Massachusetts, The Education Cooperative**

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. ***Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.*** Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract**.** The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. *Contract Effective Start Date.* Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. *Payments And Compensation.* The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. *Contractor Payment Mechanism.* All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. *Contract Termination Or Suspension.* A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. *Written Notice*. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. *Confidentiality*. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. *Record-keeping And Retention, Inspection Of Records.* The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The

Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. ***Assignment.*** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. ***Subcontracting By Contractor.*** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. ***Affirmative Action, Non-Discrimination In Hiring And Employment.*** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. ***Indemnification.*** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. ***Waivers.*** Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. ***Risk Of Loss.*** The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. ***Forum, Choice of Law And Mediation.*** Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. ***Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration.*** Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

Prior to award, the Contractor must **certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory.**

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the***:*** ***Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108*** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once. in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

*11. **Michigan, Oakland Schools, (OS)***

A. Additional Member Agency <u>General Terms and Conditions</u> <u>that apply for all categories</u>:

1. <u>Conflict of Interest</u>
   Contractor shall disclose in writing to Buyer any conflicts of interest with Board members, administrators, and or employees of any Participating Entity (as defined below). A conflict of interest may include, but is not limited to, a financial ownership interest in, or employment with Contractor or Subcontractor by a Participating Entity' Board member, administrator, or employee or their family member. A "family member" means a person's spouse or spouse's sibling or child; a person's sibling or sibling's spouse or child; a person's child or child's spouse; or a person's parent or parent's spouse, and includes these relationships as created by adoption or marriage. Determination of the existence of a conflict of interest does not prohibit the Participating Entity from entering into a contract with the Contractor (MCL 380.634; MCL 15.322 et seq).

2. <u>Iran Economic Sanctions Act</u>
   Public Act 517 of 2012, commonly known as the "Iran Economic Sanctions Act" (the "Act"). The Act provides that beginning April 1, 2013, an "Iran Linked Business" is not eligible to submit a bid on a request for proposal with a "public entity" (OS). The Act also requires that a person that submits a proposal in response to an OS request for proposal must certify to the public entity that it is not an Iran Linked Business. This requirement applies to all requests for proposals issued by OS, and not just to construction projects.

   The Act defines an Iran Linked Business as:
   a. A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran;
   b. A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

   If the OS determines, using credible information available to the public, that a person or entity has submitted a false certification, OS must provide written notice to the person or entity of its determination and of its intent not to enter into or renew the contract. The notice must include information on how to contest the determination. The notice must also specify that the individual or entity may become eligible for future contracts with the public entity if the activities that caused it to be an Iran Linked Business are ceased.

3. <u>Hazardous Materials</u>
   If any hazardous chemicals are supplied under a contract/purchase order arising out of this solicitation, a Material Safety Data Sheet (MSDS) shall accompany the delivery of any hazardous chemicals supplied by the Contractor. All MSDS sheets shall be sent to the attention of the Participating Entity. Ref: State of Michigan Act 154, Section 14, P.A. 1974 as amended. Copies of MSDS for all purchased hazardous materials must be provided prior to delivery of any items by the Contractor. Additionally, the MSDS needs to be attached to the invoice and all products delivered must be labeled according to Section 14 of Act 154, of the public Acts of 1974, as amended. Any appropriate products not labeled will be refused and the Contractor will be responsible for additional freight charges. Payment may be withheld until the Participating Entity receives the MSDS.

4. <u>Modifications to Contracts</u>
   No modifications to a contract/purchase order with a Participating Entity shall be binding upon such Participating Entity unless agreed to in writing signed by an authorized representative of the Participating Entity.

5. <u>Governing Law</u>
   Any contract arising out of this solicitation shall be governed by and construed under the laws of the State of Michigan. In the event of any legal action to enforce or interpret any contract arising out of <u>this solicitation, the sole and exclusive venue shall be the state or federal court of the local</u> jurisdiction where the Participating Entities located.

B. Additional Member Agency Terms and Conditions for:

1. **<u>Non-Construction Products and Services</u>**:
   All supplies, materials, and equipment sold or leased to Michigan intermediate school districts or K-12 public school districts must be in accordance with MCL 380.623a and 380.1274, respectively. The procurement of supplies, materials and/or equipment in a single transaction costing more than the State of Michigan Competitive Bidding threshold set forth in MCL 380.623a and 380.1274 by an intermediate school districts or K-12 public school districts requires the district to obtain competitive bids and the purchase must be approved by the district's Board of Education.

2. **<u>Construction Products and Services</u>**:
   All Contractors understand and agree that the use of AEPA contracts is not intended for use by Michigan intermediate school districts or public K-12 school districts for construction, renovation or remodeling projects under MCL 380.1267 and agree to

comply with all applicable standards and statutes for said construction projects.

C. Procedure for Processing Orders:

Once the award is made to a Contractor, OS will inform the Participating Entities and Other Agencies of the award by announcing the award through its general and usual methods of disseminating information.

1. OS follows the AEPA Standard Ordering Process (see Part A, General Terms and Conditions for All Agencies, "Ordering Procedures").

2. Contractors shall be required to pay a two percent (2%) administrative fee (the "Fee") based on the total cost of goods or services purchased, including installation and freight, if applicable. In the event of a lease arrangement, the total Fee for the value of goods leased shall be paid to OS by the Contractor at the front end of the lease. Contractor or its designated authorized reseller(s) shall not include any additional amount corresponding to the Fee in the bid responses or awarded prices.

D. Agencies Allowed to Purchase under the Member Agency:

OS serves all local school districts located in Oakland County, Michigan. In addition to, and in accordance with the terms and conditions set forth in this solicitation, all **public school districts, private schools, public school academies, intermediate school districts colleges, universities, counties, cities, townships, villages, and non-profit organization** in the State of Michigan shall be permitted to use AEPA solicitations approved by OS.

It should be clearly understood that OS is assisting these Participating Entities as a service to procure selected supplies, materials and equipment and services desired by the Participating Entity. Both the Contractor and any Participating Entity using this solicitation agree that the OS makes no representation that use of this solicitation by any Participating Entity is, in fact, in compliance with rules, regulations, policy or procedures of the Participating Entity. In this regard, the OS strongly suggests that, at a minimum, the Contractor and any Participating Entity considering such use consult with their own legal counsels before doing so. All Participating Entities using AEPA solicitations shall be responsible for adhering to their own applicable rules, regulations, policies, procedures and state statutes, etc., which may govern the use of cooperative purchasing contracts within their respective jurisdictions.

12. **Minnesota, Cooperative Purchasing Connection (CPC)**

1. General Terms and Conditions (All Categories)

a. **Governing Law:** The laws of the State of Minnesota govern all contracts resulting from this solicitation. Each provision of law and clause required by law to be included in a contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction.

b. **Governing Venue:** The resulting contract award shall be deemed to have been made and performed in Otter Tail County, Minnesota. For venue, all legal arbitration or causes for action arising out of the resulting agreement shall be brought to the courts of Otter Tail County, Minnesota.

c. **Hazardous Substances:** All hazardous products purchased by participating agencies shall include a Safety Data Sheet (SDS) with the delivery.

d. **Lease and Rental Agreements:** The Vendor may allow participating agencies to enter into a rental, lease, or lease-purchase agreements, providing such agreements comply with Minnesota Statutes and guidelines. CPC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the Vendor and the participating agency. The Vendor agrees that leases will comply with the Uniform Commercial Code. The applicable administrative fee must be included in the lease cost based on the total value of the goods and applicable services purchased. This fee is referred to under the Technical Specifications. The Vendor should attempt to work with CPC's current leasing vendor. Should the Vendor be required to utilize their own financial leasing company, this should be noted/requested as an exception. In the event of a lease, the total administrative fee for the value of goods shall be paid to CPC by the vendor at the front end of the lease. CPC reserves the right to review all purchase orders, lease documents and invoices to ensure contract compliance.

e. **Non-Discrimination:** Any resulting contract for on or behalf of participating agencies, said Vendor agrees to:

i. That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, because of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

ii. That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;

iii. That a violation of this section is a misdemeanor; and

iv. That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, shall be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

f. **Participating Agency:** A participating agency shall be defined under Minnesota Statutes M.S. §471.59, and M.S. §123A.21, Sub. 11 and South Dakota Statutes §5-18A-37. An eligible agency includes any school, higher education, city, county, other governmental agency, nonprofit organization, or other entity contracted to conduct business on behalf of a participating agency provided that they are required to follow state and local procurement regulations.

g. **Prompt Payment:** Participating Agencies will follow M.S. §471.425 regarding prompt payment of local government bills.

h. **Substance Use and Conduct:** All Vendor partners and subcontractors must adhere to local substance (alcohol, drug, smoking, etc.) and conduct (dress code, language, parking, etc.) policies while on a participating agencies' premises.

i. **Vendor Orientation (CPC 101):** The Vendor and their participating resellers/sub-contractors will be required to participate in an online training session that is designed to educate the Vendor and resellers/sub-contractors on the purpose and nature of CPC. The Vendor will not be marketed to participating agencies until they have completed the vendor orientation session.

2. **Additional Participating Agency Terms and Conditions for Non-Construction Products and Services**

If requested by CPC, the contracted vendor will work with CPC to develop an order form, or order forms, containing the most purchased items, that CPC can utilize to market the contracted vendor to its participating agencies.

3. **Additional Participating Agency Terms and Conditions for Construction Related Products and Services**

Upon acceptance and approval of the Vendor's offer by AEPA, CPC will independently consider the offer and consult with the Vendor to determine if the Vendor can meet the requirements for construction- related products and services and to enter and execute a contract in the state of Minnesota. The contracted vendor will be required to work with CPC's participating agencies and require that an architect's signature or certification is noted on the specifications as required by **Minnesota Statute §326.12 subd. 3**. With certain exceptions, **Minnesota Rules part 1800.5200, subpart 1**, requires a licensed architect or

engineer to prepare and certify specifications for building alterations or renovations. Once CPC and the Vendor can confirm that business can be conducted in Minnesota, CPC will make a final decision to complete the contract execution process.

For all quotes provided to participating agencies, for construction-related projects, products, and services, the contracted vendor must also send a duplicate quote to CPC. The quote provided to CPC must include the contact information of the participating agency.

Performance Bond *(for construction and/or installation related projects)*: Performance bonds will be required on all projects valued at fifty-thousand dollars ($50,000) or more in Minnesota and twenty-five thousand dollars ($25,000) or more in South Dakota. All performance bonds will be issued by a corporate surety authorized to do business in the state in which the work will be conducted and by a surety listed in the US Treasury Circular 570. Performance bonds will be posted by the Vendor and submitted to the specific participating agency for the assigned project. Should the contract be the result of a piggyback agreement, performance bonds will reflect each state's bonding requirements.

The Vendor will execute a performance bond in an amount equal to one hundred percent (100%) of the value specified in the contract between the participating agency and the Vendor unless the participating agency requires less to be posted. This bond will protect all persons supplying labor and material to the Vendor for the performance of the work provided in the contract. Subcontractors who may work on the contract may have to provide the Vendor with a performance bond. If the contract price increases after the bond is provided, the participating agency may consider obtaining additional bonds from the Vendor.

The Vendor will deliver the performance bond to the eligible participating agency at the time the contract is executed between the agency and the Vendor. Work will not commence between the Vendor and the eligible participating agency until the performance bond is received by the participating agency and a copy has been sent to CPC via email (info@purchasingconnection.org). The Vendor will be responsible for providing CPC with a copy of all contracts and bonds following CPC purchasing procedures. Should the Vendor fail to satisfactorily perform the contract, the bonding company that provided the performance bond will be required to pay the dollar amount of the bond to the participating agency.

It is the Vendor's responsibility to ensure that they can obtain the required bonding for all construction products based on an awarded contract arising from this solicitation. Payment will not be issued for any project for which the required bonds have not been received.

With said construction-based project, the participating agency may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this solicitation and resulting Master Contract Agreement (i.e., project timeline, completion dates, progress payments, delivery requirements, invoice requirements, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Vendor and the participating agency. CPC, its agents, members, and employees shall not be a party to any claim for breach of such agreement.

4. **Insurance:**

The Vendor shall purchase, maintain, and provide certification from the insurer for minimal coverage during the life of an awarded contract, to include, but not limited to, comprehensive public and/or commercial liability, errors and omissions, workman's compensation, unemployment, and other insurance coverage required by and applicable to each of CPC's individual state's statutes and federal laws which proposed products and services will be offered and provided. The Vendor shall provide a Certificate of Insurance (COI) from the issuing company or their authorized agent, identifying the coverage required below and identifying CPC as a "Certificate Holder". Any required insurance that is canceled before the expiration date of the contract agreement, the issuing company will send immediate notice to CPC. Respondents shall provide a statement of insurance from the issuing company or their authorized agent with their proposal. The Vendor shall meet the following requirements:

a. Commercial General Liability: $1,000,000 each occurrence, $500,000 annual aggregate
b. Automobile Liability: $1,000,000 each occurrence
c. Workers Compensation: $100,000

CPC reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. The Vendor shall provide the COI with their submission.

5. Procedure for Contract Award, Notification and Processing Orders

Once the award is recommended by the AEPA Review Committee, CPC considers the recommendation based on the value of the potential contract for its participating agencies. In the event of an award by the CPC Board of Directors, CPC will inform its participating agencies of the award.

a. The contract will be listed on the CPC website (**www.purchasingconnection.org**).
b. Announcement of the contract award.
c. Upon award and completion of the vendor orientation, CPC will promote the contract opportunity to its membership in one or more of the following ways: websites; agency newsletters; hard copy marketing flier; Email

announcements; contract catalog; and trade shows.

d. CPC will require a marketing flyer, brochure, or other similar marketing pieces, in an editable, electronic format, from each vendor promoting the available contract with the vendor, and/or a web page or link. CPC may assist in the development of the marketing flier and material (if requested by the vendor), but in all cases shall have the authority to review and approve any marketing materials. If a web site is used, the link will be made available from the CPC web page. Any web page or link, or other marketing tools shall be dedicated to CPC and/or AEPA information only.
e. When a participating agency identifies a desired product or service, the agency and the Vendor may negotiate with each other to establish a description of items and/or services. The Vendor shall quote a price to the member, using AEPA established discounts including the two percent (2%) administrative fee in the quoted price not as a separate line item. The administrative fee shall be based upon the total cost of goods and/or services including installation costs.
f. Ordering Methods.
    i. Participating agencies may use two (2) different methods of placing orders from the resulting contract: Purchase Orders (PO's) and procurement cards. The method of payment is at the discretion of the participating agency. Additional surcharges for the use of a procurement card must be clearly outlined.
    ii. A PO may be issued to the Vendor on behalf of the participating agency ordering the services covered under the resulting contract. An issued PO will become part of the resulting contract. The PO indicated that sufficient funds have been obligated toward the purchase.
    iii. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
    iv. Performance under this contract is not to begin until receipt of a PO, procurement card order, or other notification to proceed by the participating agencies to proceed.
g. CPC requires that all participating vendors offer the contract opportunity to all CPC participating agencies.

6. Administrative Fees & Reporting

The administrative fee is to be paid by the Vendor to CPC, quarterly, within 20 working days after the end of each fiscal quarter. The AEPA vendor shall also submit to CPC a sales report, in Excel format, listing the following information:

a. Name of purchasing agency
b. Address of purchasing agency (city, state, zip code)
c. Date of purchase
d. Invoice number
e. Amount of purchase
f. Administrative fee generated by sale
g. Savings generated by sale

This report shall include all sales made and payments received by the vendor in said quarter. The sales report shall be emailed to Melissa Mattson at mmattson@lcsc.org mailto:mmattson@lcsc.organd copied to Lori Mittelstadt at lmittelstadt@lcsc.org. Payments must be received either via check or authorized ACH. An ACH enrollment/authorization form must be provided to CPC for completion. ACH remittance notification must be sent to the individual indicated on the ACH enrollment/authorization form prior to ACH payment. If mailing a check, the payment shall be delivered to Melissa Mattson, CPC, 1001 East Mt. Faith, Fergus Falls, MN 56537. The check shall be made out to Lakes Country Service Cooperative.

7. **Express Online Marketplace**

CPC provides participating agencies with an online purchasing platform called Express. Through Express, agencies can search for and purchase items. Essentially, Express is a one-stop-shop for many of CPC's commodity-based contracts. The Vendor does not have to have an e-commerce site to be included in Express. Express offers integration into two (2) of the main K-12 school financial systems in Minnesota. CPC expects growth in the number of agencies utilizing the marketplace and the volume of sales to grow significantly. CPC will work with the Vendor to determine if the contract agreement is suitable for the online platform. If deemed suitable, CPC will require integration into Express promptly as outlined in the solicitation.

13. **Missouri, EducationPlus (EDPLUS) [Formerly Cooperating School Districts of the Greater St. Louis Area (CSD)**

A. Additional Agency Terms and Conditions

Lease and Rentals: Vendor may allow EDPLUS customers to enter into rental, lease, or lease purchase agreements, providing such agreements are in compliance with Missouri statutes and Missouri Department of Elementary and Secondary Education policies, rules and regulations. EDPLUS must receive a copy of the executed leasing documents prior to processing a purchase order. EDPLUS will not collect lease payments. Bidder agrees that leases will be in compliance with the Uniform Commercial Code. All terms of leasing must be included in the proposal, with interest rates described as related to a government standard. Bidder must indicate in its response to this solicitation if the shipping costs for the return of leased or rented equipment are the responsibility of the EDPLUS customer, and what that cost will be. No sale of a contract to a third party will be made without first informing EDPLUS and the EDPLUS customer of the sale. If Bidder sells a lease contract to a third party, the cost of return must not be greater than the cost of return to the original vendor. A 2% administrative fee must be included in the lease cost based on the total value of the goods purchased. This fee is referred to under ordering process.

B. Procedure for Processing Orders

(1.) Once the award is made to the vendor, EDPLUS will inform its members and other potential customers of the contract by announcing the award on its by including the award in presentation comments and in other communications.

(2.) EDPLUS may require marketing materials from each vendor promoting the contract and AEPA relationship. EDPLUS will assist in the development of the marketing flier and material, if requested. This flier will be for distribution as well as posting on the EDPLUS website and disseminated to potential customers. Note: EDPLUS requires the awarded vendor to take ownership and actively promote the contract in cooperation with EDPLUS to all qualified customers.

(3.) When the customer identifies a desired product or service as available through the AEPA contract and makes a purchase on the EDPLUS online Marketplace or agrees on price as presented to the customer by the awarded AEPA vendor, the member then issues to the vendor a purchase order for that item or service.

(4.) The purchase order must include an additional two percent (2%) administrative fee in the total cost, based on the total cost of goods and service including installation and freight if applicable. This fee is to be forwarded by the vendor to EDPLUS after the sale and payment is made to vendor. Payment shall be made to EDPLUS on a quarterly basis along with complete sales history during that period.

(5.) Vendor makes all deliveries and installations of products and services. EDPLUS does not warehouse items nor provide services.

(6.) All participating vendors agree to and are subject to audit proceedings of AEPA member sales.

C. Customers Purchasing Under the Agency

We take great pride in the fact that EDPLUS is providing a complete line of purchasing services to our 50+ member school districts and hundreds of additional school districts, educational institutions, and nonprofit organizations. EDPLUS was created in 1928 with its primary focus aimed at improving educational opportunities for all students. Our goal is to promote efficient use of educational dollars, and simultaneously provide an ongoing market for those vendors doing business with EDPLUS. EDPLUS

D. Governing Law

MO. REV. STAT. §70.220. 1. Any municipality or political subdivision of this state, as herein defined, may contract and cooperate with any other municipality or political subdivision, or with an elective or appointive official thereof, or with a duly authorized agency of the United States, or of this state, or with other states or their municipalities or political subdivisions, or with any private person, firm, association or corporation, for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; provided, that the subject and purposes of any such contract or cooperative action made and entered into by such municipality or political subdivision shall be within the scope of the powers of such municipality or political subdivision.

E. Prohibition Against Boycotting Israel

Vendors signing a contract with EDPLUS will be required to sign a certification stating that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, pursuant to Revised Statutes of Missouri (RSMo) 34.600, known as the "Anti-Discrimination Against Israel Act."

14. **Montana, Montana Cooperative Services (MCS)**

1. General Standards: Purchases by public entities in excess of $80,000 are subject to public bid; purchases under this amount are subject to requirements of public contracts. See Sections 7-5-230 I and 7- 5-2304, Montana Code Annotated (Counties); Sections 7-5-4302 and 7-5-4303, Montana Code Annotated (Municipalities).

Note: purchases of less than $80,000 are not subject to public bid requirements, which provides local government entities with considerable flexibility to make purchases. Public bidding requirements do not appear to prohibit local government entities who are members of AEPA or MCS from soliciting bids from approved vendors for purchases in excess of $80,000.

2. Local Government Cooperative Purchasing Authority: Local governments may also elect to purchase cooperatively through the Montana Department of Administration in lieu of soliciting their own bids. 51 A.G. Op. 15 (2006). Procurement by government entities generally falls within the Montana Procurement Act, Section 18-4-10I, MCA, et seq.

A. Local Governments are authorized to adopt and implement the rules and standards of the Act:

18-4-124. Local government adoption of procurement provisions -- alternative project delivery contracts. (1) A political subdivision or school district may adopt any or all parts of this chapter and the accompanying ng rules promulgated by the department.

B. Local governmental entities and school districts are specifically authorized to purchase cooperatively in the public interest:

18-4-401. Definitions. As used in this pai1, the following definitions apply:

(1) "Cooperative purchasing" means procurement conducted by or on behalf of more than one public procurement unit.

(2) "Local public procurement unit" means a county, city, town, or other subdivision of the state or a public agency of any such subdivision; public authority; educational, health, or other institution; to the extent provided by law, any other entity that expends public funds for the procurement of supplies and services; and any nonprofit corporation operating a charitable hospital.

(3) "Public procurement unit" means a local or state public procurement unit of this or any other state, including an agency of the United States, or a tribal procurement unit.

(4) "State public procurement unit" means a state department, agency, or official that expends public funds for the procurement of supplies and services.

(5) "Tribal procurement unit" means a tribal government, tribal entity, or official of a tribal government located in Montana that expends tribal funds or funds administered by a tribe for the procurement of supplies and services to the extent provided by tribal or federal law.

18-4-402. Cooperative purchasing authorized. The department may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies or services with one or more public procurement units in accordance with an agreement entered into between the participants independent of the requirements of part 3. Cooperative purchasing may include purchasing through federal supply schedules of the United States general services administration , joint or multiparty contracts between public procurement units, open-ended state public procurement unit contracts that are made available to local public procurement units, and competitive contracts established by for-profit, not-for-profit, or nonprofit cooperative entities. (emphasis added).

Note: Cooperative purchasing by local governmental entities may requirere entering into an agreement w with the Montana Department of Administration. This requirement does not appear to preclude local entities from particiating as members of purchasing groups.

C. Local governmental entities are authorized to enter agreements with each other in order to purchase cooperatively.

7-11-104. Authorization to create interlocal agreements -- issuance of bonds for joint construction -- hiring of

teacher, specialist, or superintendent. One or more public agencies may contract with any one or more other public agencies to perform any administrative service, activity, or undertaking or to participate in the provision or maintenance of any public infrastructure facility, project, or service, including the issuance of bonds for the joint construction of a facility under 20-9-404, the hiring of a teacher or specialist under 20-4-201 or a superintendent under 20-4-401, or the hiring of or contracting with any other professional person licensed under Title 37, that any of the public agencies entering into the contract is authorized by law to perform. The contract must be authorized and approved by the governing body of each party to the contract. The contract must outline fully the purposes, powers, rights, obligations, and responsibilities of the contracting parties. (emphasis added).

3. School and school district cooperative purchasing authority: Schools and school districts are specifically authorized to purchase cooperatively utilizing qualifyingng purchasing entities:

"A [school] district may enter into a cooperative purchasing contract for the procurement of supplies or services with one or more districts. A district participating in a cooperative purchasing group may purchase supplies and services through the group without complying with the provisions of [soliciting public bids and awarding a contract] if the cooperative purchasing group has a publicly available master list of items available with pricing included and provides an opportunity at least twice yearly for any vendor, including a Montana vendor, to compete, based on a lowest responsible bidder standard, for inclusion of the vendor's supplies and services on the cooperative purchasing group's master list." Section 20-9-204(4), Montana Code Annotated (emphasis added).

Note: Montana's AEPA member, Montana Cooperative Services, meets all of the statutory requirements of Section 20-9-204(4), MCA, with respect to cooperative purchasing groups.

Cooperative purchasing is another tool in the bag for local governmental entities, including school districts, to acquire services and supplies at better prices than may otherwise be available. Membership in MCS provides access to AEPA-approved vendors as well as in-state suppliers who have been carefully vetted for reliability and quality.

Disclaimer: The above discussion is for informational purposes only and does not constitute legal advice.

15. **Nebraska, Educational Service Unit Coordinating Council (ESUCC)**

A. Additional Agency Terms and Conditions

1) Bid Award Determination: The bidder hereby agrees to these bidding conditions by virtue of submitting this signed document on or before the Bid Opening date as specified below.

2) Natural Gas Contractors: Any bids relating to natural gas shall be based upon an awareness of NEB. REV. STAT. § 75-501, adopted in conformity with Rules, Regulations, and Interpretations of Federal Agencies with authority to regulate pipeline common carriers and interstate commerce.

3) Performance and Payment Bonds: Upon execution of a contract between an ESUCC member and the prime contractor for construction or public improvement, performance and payment bonds described above in the AEPA General Terms and Condition shall be provided to the member. Performance and payment bonds between the member and the prime contractor shall be on standard forms. The prime contractor shall deliver copies of both the performance and payment bonds to ESUCC at the time the contract between the member and the prime contractor is executed. All suits for nonpayment or nonperformance shall be filed as allowed under Nebraska law.

4) Insurance: Contractors shall secure and keep in force during the term of any awarded agreement the following insurance coverages from insurance companies authorized to do business in Nebraska:

- Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of $1,000,000 per person for any number of claims arising out of a single occurrence and $5,000,000 for all claims arising out of a single occurrence.
- Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of $1,000,000 per person for any number of claims arising out of a single occurrence and $5,000,000 for all claims arising out of a single occurrence.
- Workers compensation coverage meeting all Nebraska statutory requirements.

5) Debarment and Suspension: Contractors shall comply with Executive Orders 12549 and 12689 as applicable. Contractors may be debarred for a period of two (2) years, unless earlier modified by the Special Awards Committee of ESUCC for any of the following conduct: (a.) Repeatedly not following the bid process. (b.) Repeatedly submitting non-responsive bids. (c.) Any behavior, which has as its effect injuring the integrity of the bid process. (d.) Failure to deliver goods pursuant to a successful bid. (e.) Repeated lack of acceptable handling and delivery of goods pursuant to a successful bid. (f.) Repeatedly not meeting delivery deadlines. (g.) Repeated failure to timely rectify damages of goods, or shortages of goods when it is the responsibility of the contractor to take such action. (h.) Conviction of a crime of dishonesty. (i.) Debarment or suspension by any agency or Federal Agency by the contractor or any of its key employees. (j.) Other conducts which materially and adversely affects the services of ESUCC Cooperative Purchasing program.

6) Statement Filed: A bidder who is awarded a contract for any goods or services for public works pursuant to this IFB shall file with ESUCC a statement as required by NEB. REV. STAT. § 73-102.

7) Nondiscrimination: The Contractor and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of any awarded bid or agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, national origin, or other protected status.

8) Employment Eligibility Verification: Consistent with NEB. REV. STAT. § 4-108, the Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any subcontractor in connection with any awarded bid or agreement, the Contractor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

9) Federal Funding. I It is understood that purchases may be funded in whole or in part with funds allocated by the Federal government, including the U.S. Department of Education and/or the Office of Elementary and Secondary Education and is therefore subject to those regulations, restrictions, and conditions normally associated with federally funded programs and any other requirements that the state or federal government may prescribe including, but not necessarily limited to, the following:

- **Equal Employment Opportunity:** (All Contracts) The parties shall comply with the Equal Employment Opportunity Clause required under Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- **Copeland "Anti-Kickback" Act:** The parties shall comply with the Copeland "Anti-Kick Back" Act (40 U.S.C. 3145), as supplemented in Department of Labor regulations (29 CFR 3).
- **Davis-Bacon Act:** (Contracts that exceed $2,000) The parties shall comply with 40 U.S.C. 3141-3148, the Davis-Bacon Act, as supplemented by Department of Labor Regulations 29 CFR 5. This Act provides that contractors and their subcontractors are to pay workers (laborers and mechanics) employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar

character as determined by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

- **Contract Work Hours and Safety Standards Act:** (Contracts that exceed $100,000) The parties agree to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).
- **Reporting Notice:** The USDOE's and any other federal agency's requirements and regulations pertaining to reporting include, but are not necessarily limited to, 34 CFR Part 80.
- **Patent Rights:** The USDOE's and any other federal agency's requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Agreement include, but are not necessarily limited to, 34 CFR Part 80.
- **Copyrights and Right in Data:** The USDOE's and any other federal agency's requirements and regulations pertaining to copyrights and rights in data include, but are not necessarily limited to, 34 CFR Part 80.
- **Access to Documents:** The Owner and its grantees and subgrantees, the USDOE and/or other federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.
- **Record Retention:** The parties shall retain all required records for at least 3 years after the Owner makes final payments and all other pending matters are closed.
- **Clean Air and Federal Water Pollution Control Acts:** (Contracts that exceed $150,000) The parties shall comply with all applicable standards, orders, or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).
- **Energy Policy and Conservation Act:** The parties shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- **Work Hours:** The parties agree to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- **Debarment and Suspension:** (All Contracts) The parties agree and understand that under Executive Orders 12549 and 12689 that a contract award (see 2 CFR 180.220) must not be made to any party listed on the government-wide Excluded Parties List System in the System for Award Management (SAM).
- **Lobbying:** The parties agree and understand that under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) that contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
- **Termination for Cause and Convenience:** (Contracts that exceed $10,000) Termination for cause and convenience are governed by the Agreement. To the extent not addressed by the Agreement, the Agreement may not be terminated for convenience and may be terminated for any cause allowed by law.
- **Solid Waste Disposal Act:** The parties agree to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- **Remedies:** Contracts for more than the simplified acquisition threshold (currently set at $150,000 but is subject to inflation adjustment) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- **Energy Policy and Conservation Act:** (All Contracts) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- **Domestic Preference for Procurements.** As appropriate and to the extent consistent with law, Owner should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

11) Governing Law and Venue: All bids and contracts shall be governed by and construed in accordance with the laws of the State of Nebraska. The venue for any litigation arising out of or related to a bid or contract will be in any eligible state or federal court of Nebraska.

12) Public Records: The Contractor acknowledges that the ESUCC and its affiliated schools and members must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include any bid documents or contracts and all records created and maintained in relation to them. The ESUCC does not and will not agree that any bidder or contractor will be notified of any public record request submitted to the ESUCC or its Members.

13) Conflict of Interest: By submitting a proposal, Contractor certifies that there does not now exist any relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal. The Bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest. The Bidder certifies that it will not employ any individual known by Bidder to have a conflict of interest.

The Contractor shall not, at any time, recruit or employ any employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

The submission of the offer did not involve collusion or other anti-competitive practices. Neither signatory nor any person on his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.

The Contractor, by submitting a bid, certifies that it has not had a contract with education organizations in State of Nebraska terminated early. If Contractor has had a contract terminated early within the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early.

Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

Contractor certifies that Contractor and Contractor's employees, officers, and associates directly involved in obtaining contracts with the State of Nebraska, ESUCC, or any subdivision of the state have not been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985

ESUCC may cancel any contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor, to any employee of ESUCC with a view toward securing a contract or with respect to the performance of this contract. Paying the expenses of normal business meals, which are generally made available to all eligible school and government employees, shall not be prohibited by this paragraph. Samples of software, equipment or hardware provided to ESUCC for demonstration or evaluation are not considered gratuities.

14) Exclusion of Persons with Criminal Record. ESUCC requires and Contractor agrees not to assign any individual or agent to perform any work under this contract on ESUCC property, any ESUCC Member's property, or a Nebraska school district's property with a criminal conviction of a serious nature as determined by ESUCC, including but not limited to any of the following convictions: (a) a felony; (b) rape, including statutory rape, or any other sexual assault; (c) sexual conduct with a minor of any kind; (d) abuse of a minor or child of any kind; (e) endangerment of a child or debauching a minor; (f) public indecency; (g) prostitution, pandering, or keeping a place of prostitution; (h) assault or battery (i) kidnapping, false imprisonment or abduction; (j) child pornography; or (k) any offense in which a minor was a victim or a witness. Contractor authorizes and gives consent, and agrees to cooperate in obtaining any additional authorization or consent necessary to assure compliance with this requirement; to actively continue and implement this policy throughout the contract period and to require implementation of this policy by any subcontractors and/or agents involved by contractor in the performance of the contract

B. Procedure for Processing Orders

ESUCC affiliated schools or members send their purchase orders both directly and electronically to the vendor, the vendor ships directly to the school/member, and direct bills the schools/members the cost of merchandise plus the ESUCC 2% administrative fee. Vendors must provide a quarterly report to ESUCC Cooperative Purchasing. The report will include: Date of sales, school name, ESU affiliation, selling price, list price and savings. The ESUCC Cooperative Purchasing administrative Fee of 2% will accompany each quarterly report.

C. Members Purchasing Under the Agency

ESUCC represents 17 Educational Service Units statewide who in turn service Nebraska school districts with over 300,000 students. ESUCC is authorized to coordinate purchases for public school districts, nonpublic school systems, other ESUs, and other public agencies, including any county, city, village, school district, or agency of the state government, any drainage district, sanitary and improvement district, or other Municipal Corporation or political subdivision of the State of Nebraska.

D. Procedure for Processing Orders

All purchase orders will be submitted directly from the purchasing entity to the vendor. ESUCC will not facilitate the processing of purchase orders unless the offering is service related. If it is a service related purchase then the purchase order shall be submitted by ESUCC.

E. Agencies Allowed to Purchase under the Member Agency

Purchases through ESUCC contracts are to be primarily for K-12. However other state entities may use the ESUCC contracts. All inquiries to purchase on the behalf of a non-profit group not in state statute or receiving state funding must be approved by ESUCC.

16. **New Jersey, Educational Services Commission of New Jersey (ESCNJ)**

Applicability of Contract Provisions to New Jersey Participants

ESCNJ is the AEPA Member Agency. Any entity that uses the contract awarded by ESCNJ under this document is referred to as a "New Jersey Participant." To be a New Jersey Participant the entity must be a member of the ESCNJ Cooperative Pricing System. The bidder that is awarded the contract by ESCNJ is referred to as the "Contractor."

Once a contract is awarded by ESCNJ, a New Jersey Participant may enter into a purchase order agreement directly with the Contractor. To the extent not otherwise described below or in this document, once a purchase order is issued by a New Jersey Participant to a Contractor, all of the provisions of the contract shall benefit and be enforceable by such New Jersey Participant, unless specifically identified as applying to ESCNJ only.

1. The Bidder by submitting its bid hereby declares that this Bid is made without any connection with any other person or person making any proposal for the same items, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by ESCNJ or a New Jersey Participant is directly or indirectly interested in the proposal or in the goods or services to which it relates, or in any portion of the profits there from.
2. **Event of default and termination of Contract:**
   ESCNJ shall have the right to cancel the contract based upon a default by Contractor. A New Jersey Participant shall have the right to cancel its purchase arrangement based on a default by the Contractor with regard to such purchase arrangement. In addition, ESCNJ and each New Jersey Participant reserves the right to withhold payments for goods and services that are not in compliance with the terms of the contract or if the Contractor is in default. Any of the following shall be a default under the contract: 1) The Contractor fails to adequately perform the services set forth in the contract; 2) Contractor fails to deliver all or any part of the goods, or delivers defective goods; 3) The Contractor fails to make progress in the performance of the contract and/or does not deliver within the agreed-upon schedules; 4) The Contractor fails to observe any of the terms and conditions of the contract, including, without limitation, assigning the contract and/or failing to deliver required insurance or performance bonds; 5) The Contractor fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by the New Jersey Participant; or 6) the Contractor has become insolvent, makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy or is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days. ESCNJ and each New Jersey Participant shall follow the following procedure if the contract or purchase order is to be terminated:
   Step 1 - Issue a warning letter of concern outlining the violations and length of time to correct the problem(s). The length of time to correct the problem shall be determined by ESCNJ or the New Jersey Participant, as applicable, in its sole discretion, based on the problem.
   Step 2 - Issue a letter of intent to cancel the contract or purchase order, if the problem(s) is not resolved by the given date.
   Step 3 - Issue the letter to cancel contract or purchase order.
   Upon receipt of the written notice of concern, the Contractor shall have ten (10) business days to provide a satisfactory response to ESCNJ and the New Jersey Participant that provided the notices. Failure on the part of the Contractor to address adequately all issues or concerns may result in contract cancellation.

   The remedy to terminate and withhold payments is in addition to any other remedies ESCNJ and the New Jersey Participants may have. In the event of Contract termination by a New Jersey Participant, such New Jersey Participant's payment obligation shall cease as of the final date on which services in accordance with this Contract are last performed by the Contractor. Upon termination of this Contract under this section, the Contractor (and its surety) will be responsible for all of such New Jersey Participant's expenses, losses and damages incurred in replacing Contractor for the remainder of the term of the Contract.
3. **Assignment:**
   Contractor shall not subcontract, assign, transfer, convey, sublet or otherwise dispose of its/his/her contractual duties to any other person, firm, or corporation, without the previous written consent of ESCNJ and any New Jersey Participant that has an outstanding open purchase order or financing arrangement. If the Contractor wants to assign its/his/her right to payment of the Contract, Contractor shall notify ESCNJ and any New Jersey Participant that has an outstanding open purchase order or financing arrangement immediately, in writing, of such assignment of right to payment. In no case shall such assignment of Contract relieve the Contractor from its/his/her obligations or change the terms of the Contract.
4. **Indemnification:**
   Contractor shall indemnify, defend, keep and save harmless ESCNJ, each New Jersey Participant and its respective agents, officials, employees and volunteers (each an "Indemnified Party") against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses (including attorneys' fees) which result from, arise out of, or in connection with the performance, or breach of performance, under the Contract of Contractor and any of its/his/her employees, agents or personnel. The Contractor shall, at its/his/her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the Indemnified Party in any such action, the Contractor shall, at its/his/her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Party as herein provided.
5. **New Jersey** Participant Policies:
   The Contractor must be familiar with a New Jersey Participant's policies or regulations which affect the services provided under

this Contract and that have been or will be distributed during the term of this Contract. Policies and regulations include, but are not limited to, New Jersey Public Contracts Law, school district policies, municipality policies, charters school policies, and county ordinances.

As each board of education, municipality governmental agency, educational institution in the State of New Jersey may have or may be required to have individual policies and procedures for the procurement of goods and services; and as one of the aforementioned institutions/agencies may be dependent upon the policies/procedures of another institution or agency, it is required for the Contractor to be familiar with the policies of the New Jersey Participant that impact the purchase. In limited situations, there may be State statutes which govern the allowability of purchases to be reimbursed by State funding. The New Jersey Participant should obtain its own legal advice on these statutes prior to purchasing under a contract.

The following documentation will be required prior to the award of any contract for New Jersey Participants:

1. New Jersey Business Registration Certificate - Before award in NJ not at time of bid
2. New Jersey Contractors Registration Certificate (All time and material bids.) Before award in NJ not at time of bid
3. New Jersey Pay-to-Play Documentation (Political Contribution Disclosure)
4. Statement of Ownership (Ownership Declaration Certification)
5. New Jersey Affirmative Language (Exhibit A) and (Exhibit B) for construction repair and maintenance contracts
6. Acknowledgement of the Contractor's/Vendor's responsibility to pay prevailing wage. http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html (Time and material bids.)
7. New Jersey Affirmative Action Questionnaire/Documentation (Certificate of Employee Information Report)
8. Disclosure of Investment Activities in Iran - Before award in NJ, not at time of bid
9. Years of experience is not a criterion for the evaluation of bids to be awarded for the State of New Jersey. For additional informationvisitwww.nj.gov/dca/divisions/dlgs
10. W9
11. Certificate of Insurance with the ESCNJ named as insured and the bid title/# listed - Before award in NJ, not at time of bid
12. DPMC - (All time and material bids.) Before award in NJ, not at time of bid
13. Total Amount of Uncompleted Contracts (All time and material bids.) Before award in NJ, not at time of bid
14. Americans with Disabilities ACT of 1990
15. Statement of Suspension or Debarment Form
16. Sworn Contractor Certification; Qualifications Credentials (All time and material bids.)
17. Subcontractor Disclosure Statement (All time and material bids.)
18. Prevailing Wages Certification—Submission with Bid (All time and material bids.)
19. Pre-Qualification Affidavit/No Material Adverse Change (All time and material bids.)
20 Certificate of Authority (All time and material bids.)
21. Assurance of Compliance
22. Contractors licenses (All time and material bids.)
23. New Jersey School Development Authority (All time and material bids.)

6. **Performance Bonds:**
Each New Jersey Participant may require a performance bond in the case of services to be performed under the Contract if required. The Contractor shall furnish to the New Jersey Participant a Surety Performance Bond ("Performance Bond") with an option to renew each succeeding year of the Contract in a form satisfactory to the New Jersey Participant assuring the faithful performance of the Contract. The Bond shall be equal to one hundred percent (100%) of each year's estimated Contract price as reviewed and agreed upon by the New Jersey Participant and shall be continued for the life of the Contract in amounts equal to one hundred percent (100%) of each year's estimated Contract price as reviewed and agreed upon by the New Jersey Participant. The Contractor must send such Performance Bond to the New Jersey Participant prior to the commencement of any services under the Contract. Each such Performance Bond shall be furnished by a surety company acceptable to the New Jersey Participant and licensed or authorized to do business in New Jersey. Failure to deliver the bond shall be considered a default under the Contract, at the discretion of and upon notice by the New Jersey Participant.

7. **Governing Law:**
This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey without regard to its conflicts of laws principles.

8. **Financing Arrangements:**
Any financing arrangements (including lease purchasing arrangements) may be made directly between the Contractor and a New Jersey Participant or with the free ESCNJ Leasing Program. Financing arrangements may be subject to additional laws, rules and regulations, terms and conditions not described in this document and are subject to separate negotiation with each New Jersey Participant that is interested in such an arrangement. Each New Jersey Participant should seek its own legal advice prior to entering into a financing arrangement. ESCNJ must receive a report annually summarizing the executed lease purchases along with the summary of the customer purchases. ESCNJ will not collect lease payments or be involved in the terms and conditions of the

Contractor lease. All lease arrangements are between the Contractor and the New Jersey Participant only.

9. **Affirmative Action:**
The Contractor/Vendor must have an employment policy that there shall be no discrimination against anyone on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation in the hiring, upgrading, demotions, recruitment, termination and selections for training, in any manner prohibited by the laws of the United States or of the State of New Jersey. The Contractor/Vendor further agrees to be an "affirmative action-equal opportunity employer." The Contractor/Vendor must provide one of the following: "Letter of Federal Affirmative Action Plan Approval", "Certificate of Employee Information Report" or a completed "Employee Information Report Form AA302" prior to award of bid.

10. **Independent Contractor:**
The Contractor shall not be held or deemed in any way to be the agent or employee of ESCNJ and/or a New Jersey Participant. It is the intention of the parties that the Contractor shall be and is to be considered an independent contractor.

11. **Incorporation of Bid Documents:**
The bid documents, including all appendices executed by Contractor that have been accepted by ESCNJ (the "Bid") are specifically incorporated into this Contract.

12. **New Jersey Public Records Act:**
The Contractor acknowledges that ESCNJ and New Jersey Participants are subject to the New Jersey Public Records Act, New Jersey Public Contracts Law and information submitted to ESCNJ and/or such New Jersey Participants may be made available to the public under the provisions of this Act.

Marketing and Advertising under this Contract - applicable to Member Agency (ESCNJ) contract only:

1. Contractor agrees to provide ESCNJ with a copy or proof sheet of all advertisements, customer communications or promotional material for approval. Contractor will provide ESCNJ with date of release and name of publication, journal, etc. if applicable.
2. Contractor will include the approved ESCNJ logo, web address, bid #, bid title, bid term, NJ State Approved Co-op #65MCESCCPS and contact information in all print, electronic mail and other advertising and promotion intended for release in New Jersey.
3. The ESCNJ logo and information shall be of a clearly readable size and in appropriate proportion to other elements in the print material.
4. Contractor agrees to make available ESCNJ supplied brochures or other promotional materials on booths, tables, etc. of any or all exhibits for which the Contractor displays/participates at tradeshows, conventions and the like. Contractor will supply scheduled exhibit dates in advance.
5. Contractor agrees to insert the approved ESCNJ logo, web address, NJ State Approved Co-op #65MCESCCPS bid #, bid term and contact information on the Contractor's website promoting and providing a link to the ESCNJ website. Contractor will also provide ESCNJ with text, links and logos to be posted on the ESCNJ website.

B. **Procedures for Processing Orders**

1. Once the award is made to the Contractor, ESCNJ will inform the potential New Jersey Participants of the Contract, including a webpage dedicated to the contract on the ESCNJ website. At this point, the Contractor may directly contact any potential New Jersey Participant and any potential New Jersey Participant may directly contact the Contractor.
2. Purchase orders will not be accepted or processed by ESCNJ. All business will be contracted directly with the New Jersey Participant, which will issue a purchase order and provide payment for the applicable good or service directly to the Contractor.
3. The total cost of ESCNJ's program is funded through a 2.0% participation fee paid to ESCNJ quarterly by the participating Contractors. The administrative fee percentage is based upon the total sale or lease of goods and services, including installation, if included. This fee shall be included in all price quotations to New Jersey Participants and shall not be printed as a line item on the quotation.
4. Along with the participation fee, the Contractor will produce and provide to ESCNJ quarterly reports ending March 31, June 30, September 30 and December 31 throughout the contract period. The reports shall be in Microsoft Excel and be available in electronic form, shall identify the Contractor and the quarter being reported, shall be delivered to ESCNJ on the 15th of the month, shall include a minimum of the fields listed below and shall allow for sorting on any of these fields:
    1. Date of order.
    2. The name of the New Jersey Participant.
    3. ESCNJ Bid Number
    4. ESCNJ Co-op Number (New Jersey State Approved Cooperative Pricing System #65MCESCCPS)
    5. List (or academic) price sales totals.
    6. New Jersey Participant price sales totals.
    7. New Jersey Participant savings totals to be sent to the ESCNJ in summary and to each individual New Jersey Participant.
5. Quarterly reports and administrative fee payments are to be made payable to ESCNJ and sent to ESCNJ, 1660 Stelton Road, Piscataway, NJ 08854, Attn: Patrick M. Moran, or such other address that ESCNJ will provide from time to time.

6. If no purchases are made in any given quarter, the Contractor shall remit a "No Activities" statement to ESCNJ for that quarter. The Contractor will also produce and provide to ESCNJ an annual summary report for all purchases made under each contract awarded by ESCNJ pursuant to this document for a period beginning with the award of the contract and ending December 31 and all consecutive annual periods, if the contract is extended.
7. New Jersey School Districts and other eligible New Jersey Participants are normally exempt from sales tax. The Contractor/Vendor should confirm this exemption and collect a tax-exempt letter from each New Jersey Participant.

C. Members Purchasing Under the Agency

There are 686 operating school districts in New Jersey and all are eligible for membership. No district is obligated to use these services. Additional New Jersey Participants may include other public educational institutions, public colleges or universities, community colleges, vocational or technical schools, municipal governments, and other governmental, quasi-governmental, or non- profit organizations. The ESCNJ Cooperative Pricing System currently has 1,400+ New Jersey Participants located in all 21 Counties of the State of New Jersey.

CONFLICT OF INTEREST

An ESCNJ employee (including independent contractors for purposes of this definition) placing an order or recommending a vendor must disclose any relationship with that vendor which would not be considered an "arms-length" or independent transaction. This disclosure must be made in writing to the Business Administrator and/or Chief Financial Officer for an evaluation. The Business Administrator and/or the Chief Financial Officer will respond to this disclosure in writing.

For a transaction to be considered "arms-length" or "independent", an ESCNJ employee should not be influenced, dependent upon, guided or controlled by a vendor into choosing that vendor, or item to purchase; nor should it appear to a third party that an ESCNJ employee made a purchasing decision which appears to be based upon a personal relationship between the ESCNJ employee and vendor.

The following are examples when a transaction is NOT considered arms-length or independent: (1) when there exists a personal relationship between an ESCNJ employee and a vendor, (2) when there exists the potential for a personal benefit to an ESCNJ employee, or (3) the parties to a business deal are dependent upon one another for "something" other than the purchase itself.

The Contractor shall disclose any relationship with an ESCNJ employee that would not be considered an "arms-length" or independent transaction, as described above. This disclosure must be made in writing to the Business Administrator and/or the Chief Financial Officer for an evaluation. The Business Administrator and/or the Chief Financial Officer will respond to this disclosure in writing.

In addition, the Contractor shall, if given a copy of the potential New Jersey Participant's conflict of interest policy, follow the process in that policy, or otherwise disclose to a potential New Jersey Participant any relationship that would not be considered an "arms-length" or independent transaction with that New Jersey Participant, as described above. This disclosure must be made in writing to the chief official (for example, the Superintendent at a board of education) at the potential New Jersey Participant.

Determination of the existence of a conflict of interest does not prohibit ESCNJ and/or a New Jersey Participant from entering into the contract and purchase order, respectively.

American Goods - American Goods Clause—N.J.S.A. 18A:18A-20 - American goods and products to be used where possible

All contracts for work for which it will pay any part of the cost or work which by contract it will ultimately own and maintain, that only manufactured and farm products of the United States, wherever available, to be used in such work.

Anti-discrimination - All parties to any contract with the ESCNJ agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. l0:5-1 et seq. and N.J.S.A. l0:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference.

Debarment/Suspension - N.J.A.C. 17:19-1.1 et seq. The ESCNJ will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report (www.state.nj.us/treasury/debarred) or the Federal System for Award— SAM (www.state.nj.us/treasury/debarred) or the Federal System for Award—SAM

For Time and Material bids - DPMC - There is a non-refundable fee of $100.00 which must be submitted to the State with your application. All payments must be made on company checks (no-cash) made payable to "Treasurer, State of New Jersey". No application will be processed without the fee. If you have any questions, please contact the Contractor Classification unit by accessing the DPMC web site at www.state.nj.us/treasury/dpmc/ NOTE: It is suggested that a photocopy of this completed form be retained for your records. Please submit the completed application and all required documentation to the Treasurer, State of New Jersey. Upon review and approval of this application, your firm will be notified by mail of the effective and expiration dates, type of work, and rating assigned to your firm. Please submit your certificate with your bid package.

Any contractor who submits a bid for a public works contract the amount which exceeds **$20,000**, pursuant to N.J.S.A. 18A:18A- 26, 27 et seq., shall be classified by the Department of Treasury, Division of Property Management (DPMC) as to the type of work and trades (character) and the aggregate rating (amount) of public work they are qualified to submit bids.

The ESCNJ may only accept bids from contractors that are qualified.

Notice of Classification—DPMC-27

The Notice of Classification is a document issued by the DPMC that provides the following information about the qualified contractor:

- Trade(s) classification held by the contractor

The contractor is classified by the trade and trade number as found in Form DPMC-27. For example

Trade Number	Trade
C030	Plumbing
C032	HVACR

The contractor is therefore qualified to submit bids (exceeding $20,000) to the board of education that pertain to plumbing and heating, ventilation, air conditioning and refrigeration.

For Time and Material Bids Equipment Certification 18A:18A-23. A certificate showing that the bidder owns, leases, or controls all the necessary equipment required by the plans, specifications and advertisements under which bids are asked for and if the bidder is not the actual owner or lessee of any such equipment, his certificate shall state the source from which the equipment will be obtained, and shall be accompanied by a certificate from the owner or person in control of the equipment definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary.

For Time and Material bids - Total Amount of Uncompleted Contracts - DPMC 701

This document is completed by the contractor submitting a bid, on the form provided by the DPMC. The document lists the amount of uncompleted contracts held by the contractor and a certification that the amount of uncompleted contracts, added to the bid amount for the ESCNJ Participant project, does not exceed the Aggregate Amount rating as assigned by the DPMC.

For Time and Material bids - Pre-Qualification Affidavit/No Material Adverse Change

Pursuant to N.J.S.A. 18A:18A-32, no bidder is qualified to bid on any public work contract unless they provide an affidavit that there has been no material adverse change in his qualification information pursuant to N.J.S.A. 18A:18A-28.

For Time and Material bids - Prevailing Wages Certification; Alterations and repairs - The State of New Jersey Prevailing Wage Act, Chapter 150 Laws of 1963 with applicable statewide wage rates and for the wage rates for the county of the location of the New Jersey Participant, as published by the Department of Labor and Workforce Development in conformance with N.J.S.A. 34:11-56-25 et seq. Copies of these wage rates may be obtained from the State Department of Labor and Workforce Development, and/or viewed at http://lwd.dol.state.nj.us/ the Prevailing Wages Determination Section.

For Time and Material bids - Compliance with New Jersey Prevailing Wage Act

Every contractor and subcontractor performing services in connection with this project, shall pay all workers a wage rate not less than the published prevailing wage rates, for the locality the work is being performed, as designated by the New Jersey Department of Labor and Workforce Development.

For Time and Material bids - Certified Payrolls

Every contractor agrees to submit to the New Jersey Participant a certified payroll for each payroll period within ten (10) days of the payment of wages. The contractor further agrees that no payments will be made to the Contractor by the New Jersey Participant, if certified payrolls are not received by the New Jersey Participant. It is the Contractor's responsibility to insure timely receipt by the district of certified payrolls.

For Time and Material bids - Submission of Affidavit

Before final payment, the contractor shall furnish the New Jersey Participant with an affidavit stating that all workers have been paid the prevailing rate of wages in accordance with State of New Jersey requirements. The contractor shall keep an accurate record showing the name, craft, or trade and actual hourly rate of wages paid to each workman employed by him in connection with this work. Upon request, the Contractor(s) and each Subcontractor shall file written statements certifying to the amounts then due and owing to any and all workmen for wages due on account of the work. The statements shall be verified by the oaths of the Contractor or Subcontractor, as the case may be.

For Time and Material bids – <u>Certificate of Authority</u>

All bidders are to submit their Sworn Contractor Certification, a current valid "Certificate of Authority" as issued by the New Jersey Department of Treasury. Reference—N.J.S.A. 18A:7G-37.

Sample Certificate of Authority



STATE OF NEW JERSEY
Certificate of Authority

DIVISION OF TAXATION
TRENTON, N. J. 08695

The person, partnership or corporation named below is hereby authorized to collect
NEW JERSEY SALES & USE TAX

pursuant to N.J.S.A. [redacted]

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected.

Acting Director, Division of Taxation

[redacted]

Tax Registration No. [redacted]
Tax Effective Date 10-15-10
Document Locator No. [redacted]
Date Issued 10-14-10

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

For Time and Material bids – <u>Contractor Trade Licenses</u>
All bidders are to submit with their proposal all current, valid contractor or trade licenses as issued by the New Jersey Division of Consumer Affairs, for any trade or specialty area the contractor seeks to perform work for this particular proposal.

Sample Contractor Trade License



THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

NOT AN ELECTRICIAN'S OR PLUMBER'S LICENSE

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Division of Consumer Affairs

HAS REGISTERED

ABC CONSTRUCTION
123 YOUR BLOCK
ANYTOWN USA

FOR PRACTICE IN NEW JERSEY AS A(N): Home Improvement Contractor

11/01/2013 TO 12/31/2014
VALID

1234567890123
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

DIRECTOR

For Time and Material bids – Contractor's Registration evidence "Public Works Contractor Registration Act"

A. <u>Valid Certificate – Receipt of Bid</u>

All Contractors must adhere to the provisions of the Public Works Contractor Registration Act - N.J.S.A. 34:11-56.48 et. seq. The PWCRA requires that "*No contractor shall bid on any contract for public work as defined in N.J.S.A.34:11-56.26 unless the contractor is registered pursuant to this act."* The law requires that all contractors and sub-contractors named in the proposal possess a valid certificate at the time the proposal is received by the contracting unit, in this case the ESCNJ.

B. <u>Submission of Certificate – Receipt of Bid; Prior to Award--Mandatory</u>

All bidders are requested to submit with the bid package or prior to the award of contract, a current Public Works Contractor Registration Certificate that was issued prior to the receipt of the bid.

The vendor(s) who is deemed to receive the contract award must submit a copy of the current New Jersey Department of Labor and Workforce Development Public Works Contractor Registration Certificate, and if applicable, copies of certifications of all listed subcontractors, prior to the award of contract. **If the successful vendor fails to provide copies of certificates prior to the award of contract, the bid shall be rejected as non-responsive.**

For more information contact:

Contractor Registration Unit
Division of Wage and Hour Compliance
New Jersey Department of Labor & Workforce Development
PO Box 389
Trenton, New Jersey 08625-0389
Tel: 609-292-9464
Fax: 609-633-8591
E-mail: wage.hour@dol.nj.gov
Web site: lwd.dol.state.nj.us/labor/wagehour/content/contact_us.html

For Time and Material bids – NJSDA Prequalification---Pursuant to N.J.S.A. 18A:7G-33, all contractors bidding on any contract for a School Facilities Project as defined in N.J.A.C. 6A:26-1.2, shall be prequalified with the New Jersey School Development Authority in the major construction trades listed in N.J.S.A. 18A:7G-33. Bidders will have to submit a Sworn Contractor Certification attesting to the NJSDA prequalification. Named subcontractors shall also be pre-qualified with the NJSDA—N.J.A.C. 6A:26-4.7 (b) (3).

Maintenance Projects—Contractors are reminded that maintenance projects solely to achieve the design life of a school facility and routine maintenance do not constitute a school facility project and therefor NJSDA prequalification is not a requirement. Reference N.J.A.C. 6A:26-1.2002E

For Time and Material bids – Sworn Contractor's Certification - <u>(Bidder's Certification)</u>
Pursuant to N.J.S.A. 18A:7G-37, a pre-qualified contractor seeking to bid school facilities projects, and any subcontractors, that are required to be named under N.J.S.A. 18A:7G-1 et seq. shall, as a condition of bidding, submit this Sworn Contractor Certification regarding qualifications and credentials. **Failure to complete, sign and submit the certification may lead to the bid being rejected.**

Term of Contract and Extensions: Multiyear contracts – 18A:18A-42
All contracts for the provision of goods or services shall be awarded for a period not to exceed 24 consecutive months, except that contracts for professional services pursuant to paragraph (1) of subsection a. of N.J.S.18A:18A-5 shall be awarded for a period not to exceed 12 consecutive months. Any Board of Education may award a contract for longer periods of time for the listed goods/services as stated in 18:A-18A-5. Any contract for services other than professional services, the statutory length of which contract is for three years or less, may include provisions for no more than one two-year, or two one-year extensions, subject to the following limitations: a. the contract shall be awarded by resolution by the ESCNJ Board Members upon a finding by the ESCNJ that the services are being performed in an effective and efficient manner; b. no such contract shall be extended so that it runs for more than a total of five consecutive years; c. any price included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed; and d. the terms and conditions of the contact remain substantially the same. All multiyear leases and contracts entered into pursuant to this section, including any two-year or one-year extensions, except contracts for insurance coverages, insurance consultant or administrative services, participation or membership in a joint self-insurance fund, risk management programs or related services of a school board insurance group, participation in an insurance fund established by a county pursuant to N.J.S.40A:10-6 or contracts for thermal energy authorized pursuant to subsection a. above and contracts for the provision of performance of goods and services to promote energy conservation through the production of I renewable energy, authorized pursuant to subsection o. of this section, shall contain a clause making them subject to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation, or contain an annual cancellation clause. All contracts shall cease to have effect at the end of the contracted period and shall not be extended by any mechanism or provision, unless in conformance with the "Public School Contracts Law" N.J.S.18A:18A-1et seq., except that a contract may be extended by mutual agreement of the parties to the contract when a board of education has commenced rebidding prior to the time the contract expires or when the awarding of a contact is pending at the time the contract expires.

17. **New Mexico, Cooperative Educational Services (CES)**

The following are terms and conditions that apply to CES Members' and Participating Entities' use of products, services and/or construction services procured by this Request for Proposal (RFP) or Request for Bid (RFB). By making use of any products, services and/or construction services procured by this RFP or RFB, the Member or Participating Entity agrees to the following conditions.

Use Conditions

1. The contract terms to be followed by the Contract Holder are those contained in the above referenced RFP or RFB, and Contract Holder will agree to furnish all Products, Services and/or Construction Services in compliance with all terms, conditions, specifications of and amendments to this RFP or RFB. Contract Holder will agree that his obligations under this RFP or RFB contract extend to CES Members and Participating Entities who are third party beneficiaries of this RFP or RFB procurement process. The Members or Participating Entities may negotiate with Contract Holder certain additional terms and conditions relating to the scope of services and other performance details. However, the terms and conditions of the RFP or RFB may not be altered or amended except with the approval of CES and in accordance with the State Procurement Code.

2. CES Member or Participating Entity acknowledges and agrees that CES' purpose and function is to act as a cooperative procurement agent on behalf of its Members and Participating Entities so that they may take advantage of these procurement efforts. CES does not have any subsequent responsibility relating to the quality and fitness of any Products, or the performance of any Services and Construction Services by Contract Holder. A CES Member or Participating Entity may place purchase orders for Products, Services and/or Construction Services und with the contract holder or in the case of construction CES which, in turn, shall place the purchase order with the Contract Holder. However, any resulting contract between the Contract Holder and a CES Member or Participating Entity does not create any additional obligations on the part of CES.

3. For transactions which involve CES transmitting purchase orders from a Member or Participating Entity to Contract Holder, CES volunteers to act as a payment facilitator to make payments to Contract Holder with funds transferred to CES by the Member or Participating Entity in accordance with CES Member or Participating Entity's written instructions and to provide an accounting of all monies paid or received by CES. For purchase orders sent directly to the contract holder or purchase orders sent by CES to the contract holder, CES also volunteers to provide informal mediation services between Contract Holder and CES Member or Participating Entity in the event any dispute arises between them.

4. For purchase order sent to contract holder by CES, upon CES' receipt of funds from the CES Member or Participating Entity, CES has shall apply those funds only as instructed by CES Member or Participating Entity. CES shall incur no liability to CES Member or Participating Entity except for liability arising from CES' own gross negligence or willful misconduct, to the extent allowed by New Mexico law. CES has no obligation or right to involve itself with the manner or method by which Contract Holder provides these Products, Services or Construction Services. Performance is the sole responsibility of Contract Holder.

5. CES Member or Participating Entity agrees that it will not assert any claim against CES in the event a dispute arises regarding the alleged failure of Contract Holder or a CES Member or Participating Entity to perform as provided for any purchase order or other contract between Contract Holder and a CES Member or Participating Entity. This does not include claims against CES based upon the alleged gross negligence or intentional acts of CES.

6. Any liability alleged to lie with CES shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et seq, NMSA 1978, as amended.

For the purposes of this solicitation the following terminology shall be defined as indicated below:

1. The terminology: "Agency", "CES Eligible Agency" and "Eligible Agency" are defined as a CES Member, Participating Entity and other entities that may utilize any contract created through this solicitation. Therefore, Agency, CES Eligible Agency, Eligible Agency, Member and Participating Entity are interchangeable.
2. The terminology: "AEPA" is defined as Association of Educational Purchasing Agencies as the agency that conducts and performs procurement activities on behalf of CES and CES Agencies in accordance with a CES Joint Power Agreement, and/or a Cooperative Purchasing Agreement and CES policies and procedures.
3. The terminology: "Offeror" is defined as contractor, contract holder, vendor, or supplier and can be used interchangeable.
4. The terminology: Cooperative Educational Services is defined as "CES", "CES Members and Participating Entities". Therefore, CES, Members and Participating Entity are interchangeable.
5. **"Buyer"**: as used in this solicitation (RFP) is defined as "CES" as the agency that conducts and performs procurement activities on behalf of CES Agencies in accordance with a CES Joint Power Agreement, and/or a Cooperative Purchasing Agreement and CES policies and procedures.
6. **CES Members:** Are the parties to the CES Joint Powers Agreement (JPA) and consist of public educational institutions within the State of New Mexico and include public school districts as defined in NMSA 1978, § 22-1- 2, State Institutions as defined in NMSA 1978, § 22-1-2, State Educational Institutions defined under Article XII, Section 11 of the New Mexico Constitution, most of the community colleges defined by the "Community College Act" as defined in NMSA 1978, § 21-13-1 et seq., their branch community colleges as defined in NMSA 1978, § 21- 14-1 et seq.,

technical and vocational institutes defined in NMSA 1978, § 21-16-1, area vocational schools defined in NMSA 1978, § 21-17-4, off campus community colleges or instructional facilities as defined in NMSA 1978, § 21- 14A-1, charter schools as defined in NMSA 1978, § 22-8A-1, Regional Center Cooperatives as set forth in Section 22-2B-1 et seq., and 638 schools and grant schools. Each public educational institution is authorized by its governing body and the Procurement Code NMSA 1978, § 13-1-135 to enter into cooperative purchasing agreements, pursuant to NMSA 1978, § 11-1-1 and Sec. 108 of Ch. 65 of the Laws of 1984 (The Procurement Code).

7. **CES Participating Entities**: Are defined as public agencies and/or organizations classified as follows that may participate in and purchase tangible personal property, professional, non-professional and construction services through their cooperative purchasing agreement with CES.

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

b) State Agency NMSA 1978, § 13-1-190 is defined as any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution, or office of the executive, legislative, or judicial branch of the government of this State. "State agency" includes the purchasing division of the General Services Department (GSD) and the state purchasing agent but does not include local public bodies.

c) Local Public Body [NMSA 1978, § 13-1-67] is defined as a political subdivision of the State and the agencies, instruments, and institutions thereof, including: two-year post-secondary educational institutions, school districts and local school boards and municipalities, except as exempted pursuant to the Procurement Code [NMSA 1978, § 13-1-28].

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

8. **CES Regions:** New Mexico is a large state geographically. For this solicitation (RFP), CES is dividing the State into eight (8) service regions. Offerors will be required to indicate within their response to which of these service regions of the State they wish to provide services, and prioritize the areas, in order, that their firm intends to concentrate its efforts, if given an award. The first eight (8) service regions are listed below with the Public-School Districts located in each. Any public educational institution, i.e., BIA schools, charter schools, colleges, universities, community colleges or participating entities physically located within these regions are considered as part of that region.

1. **Region One (1)** – Aztec, Bloomfield, Central, Dulce, Farmington, Gallup-McKinley, and Zuni School Districts; Navajo Preparatory School, Pine Hill Schools, San Juan College, Shiprock Associated Schools, and University of New Mexico - Gallup Branch
2. **Region Two (2)** – Chama Valley, Cuba, Española, Jemez Mountain School, Los Alamos, Mesa Vista, Pecos, Peñasco, Pojoaque Valley, Questa, Santa Fe and Taos School Districts; New Mexico School for the Deaf, Northern New Mexico College, Santa Fe Community College, Santa Fe Indian School, University of New Mexico- Los Alamos Branch, and University of New Mexico – Taos Branch
3. **Region Three (3)** – Cimarron, Clayton, Des Moines, Las Vegas City, Maxwell, Mora, Mosquero, Raton, Roy, Santa Rosa, Springer, Wagon Mound and West Las Vegas School Districts; Luna Community College and New Mexico Highlands University
4. **Region Four (4)** – Albuquerque, Belen, Bernalillo, Estancia, Grants-Cibola, Jemez Valley, Los Lunas, Magdalena, Moriarty-Edgewood, Mountainair, Quemado, Rio Rancho, Socorro, and Vaughn School Districts; Alamo Navajo School, New Mexico CFYD, New Mexico Institute of Mining and Technology, New Mexico State University at Grants, University of New Mexico and University of New Mexico - Valencia Campus
5. **Region Five (5**) – Clovis, Dora, Elida, Floyd, Fort Sumner, Grady, House, Logan, Melrose, Portales, San Jon, Texico, and Tucumcari School Districts; Clovis Community College, Eastern New Mexico University and Mesalands Community College
6. **Region Six (6)** – Artesia, Carlsbad, Dexter, Eunice, Hagerman, Hobbs, Jal, Lake Arthur, Loving, Lovington, Roswell, and Tatum School Districts; Eastern New Mexico University-Roswell, New Mexico Junior College, New Mexico Military Institute and New Mexico State University at Carlsbad
7. **Region Seven (7)** – Alamogordo, Capitan, Carrizozo, Cloudcroft, Corona, Hondo Valley, Ruidoso, and Tularosa School Districts; Mescalero Apache School, New Mexico School for the Blind and Visually Impaired, New Mexico State University at Alamogordo
8. Region Eight (8) – Animas, Cobre, Deming, Gadsden, Hatch Valley, Las Cruces, Lordsburg, Reserve, Silver and Truth or Consequences School Districts; New Mexico State University and Western New Mexico University

9. **Cooperative Procurement:** Is authorized under NMSA 1978 § 13-1-135 and this contract is based on the need for CES

to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing for Public Educational Institutions, Participating Entities, Local Public Bodies, and other external procurement units.

10. **Cooperative Procurement Agreement:** Is an agreement between CES and a Participating Entity for establishing the procurement method by which Participating Entities may join in cooperative multi-jurisdictional contract to ensure the commitment of each Participating Entity. Further, the Agreement provides an understanding of the contracting process and the organization and operation of this purchasing cooperative(CES).
11. **Prime Contractor:** Any Contractor paid directly by CES or its Member and Participating Entity is a prime contractor; a subcontractor is paid by the prime contractor. Prime contractors using subcontractors are responsible for all actions of their subcontractors.
12. **Procurement Code:** NMSA 1978, §§ 13-1-21 through 13-1-199 may be cited as the "Procurement Code".

Acceptance of Delivered Services: The CES Member or Participating Entity will be the determining judge of whether materials and services delivered under the contract satisfy the requirements as identified in the contract order. If there is a dispute between the Offeror and the CES Member or Participating Entity, CES will make the final determination.

Accounts Payable: This is the amount owed to an Offeror by CES or the CES Member/Participating Entity due to an accepted delivery of products or services by a CES Member/Participating Entity pursuant to a contract executed as a result of this solicitation.

Administrative Fee: CES' two percent (2%) administrative fee must be included in the Offeror's net price for all services and deliverables (material, labor rates, reimbursable, New Mexico Gross Receipts Tax (NMGRT), and other fees/charges) that are invoiced to CES' member. The CES administrative fee will be paid by the Offeror to CES once payment is received from the CES or CES Member or Participating Entity according to the payment schedule established by CES.

Applicable Law: Any contract executed as a result of this solicitation will be governed by the laws of the State of New Mexico, both as to interpretation and performance. Suits pertaining to this contract can be brought only in courts in the State of New Mexico. Offerors doing business with CES must be in compliance with the Federal Civil Rights Acts of 1964 and Title VII of that Act, Rev. 1979. All work under any contract entered into as a result of this solicitation will be done in strict accordance with the most recent edition of any relevant regulation, standard, document or code that relates to these laws. Where conflict among the requirements or with these specifications exists, the most stringent requirement will be used.

Arbitration: Any contract executed as a result of this solicitation which requires arbitration, is subject to the extent required by the New Mexico Uniform Arbitration Act, Sections 44-7A-1 to 44-7A-32 NMSA 1978.

Assignment: No right or interest in any contract executed as a result of this solicitation will be assigned or transferred by the Offeror without notification and approval to AEPA and CES, and no delegation of any duty of the Offeror will be made without notification to AEPA and CES.

Assignees, Mergers, Dissolution and Successors: The Offeror agrees that during the term of the contract, it will adhere to the terms and provisions of said contract. The parties will be bound by and inure to the benefits of the successors and the respective parties involved. The surviving, resulting, or transferred business structure shall:

A. Qualify to do business in the State of New Mexico and holds the appropriate licenses, registrations, etc.;
B. Agree in writing to perform all of the existing and future obligations of the original Offeror's CES Contract.
C. Provide CES with all of the documents required for said assignment, merger or dissolution for the CES procurement file.

Assignment of CES Payments: If the Offeror requests that its payment from CES, its Members or Participating Entities be issued to a third party or that a joint check be issued to the Offeror and a third party, this request must be submitted and approved by CES prior to the Offeror accepting a purchase order. CES reserves the right to assess a special handling charge of Thirty-Five Dollars ($35) per check. The special handling charge will be deducted from the amount of the invoice being paid.

Audit Rights: In accordance with applicable State of New Mexico and federal law, the Offeror's books and records related to any process and/or activity that occurs as a result of a contract executed as a result of this solicitation may be inspected by CES and/or the New Mexico State Auditor. Offeror must retain payment records received from CES for a period of (3) years from the date of final payment.

Authority: Any executed contractual agreement, is issued under the New Mexico Procurement Code, CES Board Policies, and CES Procurement Guidelines.

Billing: Upon acceptance of the delivery of goods and/or services, the Offeror will invoice, either CES or the CES Member/Participating Entity, referencing the purchase order number issued. If CES issues the purchase order, the CES Member's/Participating Entity's name must be on the invoice. The Offeror will only issue invoices to CES, CES Member or Participating Entity from which the purchase order was issued. The Offeror will only accept a purchase order from a Member or Participating Entity in accordance with the CES Direct Purchase process. Goods and services will be invoiced at the current contract pricing on file with CES. At a minimum, the invoice must include: the CES contract number, the hourly rate or the catalog/list unit price, the CES discount and the final CES price. All pricing must include the CES two percent (2%) administrative fee embedded into the final CES price. Except for adding shipping or freight costs, the invoice amount cannot exceed the amount of the CES or CES Member/Participating Entity purchase order total. New Mexico Gross Receipts Tax (if applicable) must be shown as a separate line.

Bonds: Bid, Performance and or Payment Bonds, if required, are to be issued by a corporate surety authorized to do business in New Mexico in accordance with the New Mexico Insurance Code and be a surety listed in the US Treasury Circular 570.

Bribes, Gratuities and Kickbacks: The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities, and kickbacks.

Campaign Contribution Disclosure Form: Documents used to disclose whether they, a family member, or a representative of the prospective Offeror has made a campaign contribution to an applicable public official of the State or a local public body during the two years prior to the date on which the Offeror submits a proposal (NMSA 1978, § 13-1-191.1). Prior to the Offeror entering into a contract with an individual CES Agency, the Offeror must provide the CES Member or Participating Entity with a Campaign Contribution Disclosure Form.

CES eProcurement System: CES has online procurement and contract management system called CES eProcurement System. This system allows CES to manage Bid and RFP submission, contract holder's business and contract information, all into one web-based application. If recommended for a contract award, the bidder or offeror will need to create a user profile for their company in the CES eProcurement System. This allows CES to maximize the efficiencies of the contract and solicitation process through a web-based solution.

Confidential Information and Disclosure of Proposal Contents: For the purposes of this procurement, the provisions of the "New Mexico Inspection of Public Records Act NMSA 1978, Chapter 14, Article 2, will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded, that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the New Mexico Inspection of Public Records Act for further clarification.

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse. The Offeror must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "CONFIDENTIAL" in order to claim protection, if any, from disclosure. Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL" within the required electronic submission.

The CES Procurement Manager will review the statement and will determine in writing whether the information will be withheld. If the Procurement Manager determines that the information should be disclosed, the Offeror will be informed in writing of such determination and, should the Offeror object in writing within five (5) days after notification thereof, no disclosure will be made, and the bid or RFP may be rejected.

Confidential Information Disclosure: Any confidential information provided to the Offeror by CES, its Members or Participating Entities or developed by the Offeror based on information provided by CES, its Members or Participating Entities in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Offeror without the prior written approval of CES, its Members or Participating Entities. Upon termination of this Agreement, Offeror shall deliver all confidential material in its possession to CES, its Members, or Participating Entities within thirty (30) business days of such termination. Offeror acknowledges that failure to deliver such confidential information to CES, its Members, or Participating Entities will result in direct, special, and incidental damages.

Conflict of Interest: Any contract executed related to this solicitation is subject to cancellation by CES if any person

significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of a CES Member or Participating Entity is, at any time while the contract is in effect, an employee of any other party to the contract in any capacity or as a consultant to any other party of the contract with respect to the subject matter of the contract.

Conflict of Interest - Disclosure of Employment: Offerors submitting proposals will disclose any and all owners, contractors, or employees who are active employees of CES or are immediate relatives of an employee of CES.

Contract: Any agreement for the procurement of items of tangible personal property, construction, professional services and other services.

Contract Non-Exclusive: Any contract resulting from this solicitation with the understanding and agreement that it is for the sole convenience of CES, its Members or Participating Entities in New Mexico. CES reserves the right to obtain like goods and services from another source when necessary.

Contract Term and Extension: The contract term shall be for up to four (4) calendar years and shall continue until terminated, canceled, or extended by either CES or Association of Educational Purchasing Agencies (AEPA). CES reserves the right to renew the Agreement through a written amendment signed by all required signatories but, in any case shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150. "Perpetual" Software Licensing Service Agreements executed under any contract awarded as a result of this solicitation are subject to the provisions of NMSA 1978, § 13-1-150.

Contract Month-to-Month Extensions: CES reserves the right to offer month-to-month extensions if that is determined to be in the best interest of CES, its Members, and Participating Entities but, in any case shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150 and the Association of Educational Purchasing Agencies (AEPA).

Contract Type: Subject to the limitations of Sections 123 through 127 [13-1-150 to 13-1-154 NMSA 1978] of the Procurement Code, any type of contract, including but not limited to definite quantity contracts, indefinite quantity contracts and price agreements, which will promote the best interests of CES, CES Members and Participating Entities may be used; provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited except for the purchase of insurance. A cost-reimbursement contract may be used when such contract is likely to be less costly or it is impracticable to otherwise obtain the services, construction or items of tangible personal property required. NMSA 1978 § 13-1-149.

Default in One Installment to Constitute Total Breach: Offeror will deliver conforming materials in each installment, or lot of any contract, and may not substitute nonconforming materials. CES reserves the right to declare a breach of contract if the Offeror delivers nonconforming materials to any CES Member or Participating Entity under this contract.

Debarment Disclosure: If the Offeror has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government or agency, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall include a letter with its response identifying the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances must be provided by the Offeror, including the details enumerated above. A response from an Offeror who is currently debarred, suspended, or otherwise lawfully prohibited from any public procurement activity may be rejected. Failure of an Offeror to disclose a debarment or suspension in accordance with this section may result in their response being disqualified for award of the solicitation.

Defective Goods: Every tender of materials must fully comply with all provisions of this solicitation and resulting contract. If tender is made which does not fully conform, this will constitute a breach, and Offeror will not have the right to substitute a conforming tender without written consent of all parties involved. Offeror agrees to pay for return shipment on goods that arrive in a defective or non-operable condition as determined by the CES Member or Participating Entity. Offeror agrees to arrange for return shipment of damaged goods at no cost to the CES Member or Participating Entity.

Delivery of Goods and Services: Offeror agrees to supply and deliver the Goods or Services to CES, its Members or Participating Entities and to perform the Services, as applicable per the scope of work. Offeror shall, at its own expense, pack, load, and deliver Goods or Services to the Delivery Point and in accordance with the delivery terms, shipping, packing, and other instructions printed on the CES or CES Member or Participating Entity purchase order or otherwise provided to the Offeror by CES, its Members or Participating Entities in writing. No charges will be allowed for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging or similar charges unless provided for in the purchase order or otherwise agreed to in writing by CES, its Member or Participating Entity.

Offeror must immediately notify CES, its Members or Participating Entities if Offeror is unable to meet a Delivery Date. At any time prior to the Delivery Date, CES, its Members or Participating Entities may, upon notice to Offeror, cancel or change a Purchase Order, or any portion thereof, for any reason, including, without limitation, for the convenience of CES, its Members or Participating Entities or due to failure of Offeror to comply with this Agreement, unless otherwise noted.

Title and risk of loss or damage shall pass to CES, its Members or Participating Entities upon receipt of Goods at the Delivery Point, unless otherwise agreed to by the CES, its Members or Participating Entities in writing. CES, its Members or Participating Entities has no obligation to obtain insurance while Goods are in transit from Offeror to the Delivery Point.

Descriptive Literature and Brand Names: Contractor**,** as required by CES, its Members or Participation Entities include a complete set of the manufacturer's descriptive literature regarding the equipment and software offered. Brand names, trade names and/or catalog numbers are intended to describe and identify equipment and software.

Electronic Data: The product and service provider must be willing and capable of providing to the CES and its Member or Participating Entity, upon request, documents i.e., proposals, communications, test results, reports, design/as-built drawings, presentations, specifications, etc. in an acceptable electronic format as approved by CES or CES Member or Participating Entity.

Force Majeure: Except for payments of sums due, neither party shall be liable to the other, nor deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the either party affected and occurs without fault or negligence, including, but not limited to, the following: acts of nature; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; earthquakes; famine; volcanic eruptions; meteor strikes; pandemics; lockouts; injunctions-interventions-acts or failures; or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement. Force majeure shall not include late deliveries of software or materials caused by congestion at a manufacturer's plant or elsewhere, an over-sold condition of the market, inefficiencies and poor management practices, or similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours.

Indemnification: To the fullest extent permitted by law, Offeror shall, defend, indemnify and hold harmless CES, its Members, its Participating Entities, its officers and employees, against any and all liability, claims, demands, actions, damages, losses, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, government action and all expenses, including attorneys' fees and litigation expenses, demands or expenses asserted by a third-party, caused by, or resulting from, Offeror's and/or its employees, act(s) or omissions(s) while Offeror, and/or its employees, perform(s) or fails to perform its obligations and duties under any agreement entered into as a result of this solicitation or acts or omissions occurring outside of said agreement. Any equipment or facilities damaged by Offerors' operation shall be repaired and/or restored to their original condition at Offerors' expense. Offeror shall at all times during the life of the contract entered into as a result of this solicitation keep in force the minimum liability insurance limits as outlined in this solicitation. Failure to maintain current coverage in the amounts stated may result in termination of any agreement entered into as a result of this solicitation CES shall be named as a co- insured on the insurance policy and the policy shall provide that the policy cannot be modified or cancelled without the approval of CES. "This provision shall survive any termination of any Agreement entered into as a result of this solicitation Offeror will promptly advise CES in writing of any action, administrative or legal proceedings or investigation as to which defense and indemnification shall apply."

Indemnification Intellectual Property: The Offeror shall defend, at its own expense, CES, its Members and Participating Entities against any claim that any product or service provided under this Agreement infringes any patent, copyright, or trademark, and shall pay all costs, damages and attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against CES, its Members and Participating Entities based upon Offeror's trade secret infringement relating to any product or services provided under this Agreement, the Offeror agrees to reimburse CES, its Members and Participating Entities for all costs, attorneys' fees, and the amount of the judgment. To qualify for such defense and/or payment, CES, its Members and Participating Entities shall:

1) Give the Offeror written notice, within forty-eight (48) hours of its notification of any claim;
2) Allow the Offeror to manage the defense and settlement of the claim as permitted by law; and
3) Cooperate with the Offeror, in a reasonable manner, to facilitate the defense or settlement of the claim. CES, its Members, and Participating Entities Rights: If any product or service becomes, or in the Offeror's opinion is likely to become, the subject of a claim of infringement, the Offeror shall, at its sole expense:
   a) Provide CES, its Members and Participating Entities the right to continue using the product or service and fully

indemnify CES, its Members and Participating Entities against all claims that may arise out of CES, its Members and Participating Entities use of the product or service;

b) Replace or modify the product or service so that it becomes non-infringing; or

c) Accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Offeror. The Offeror's obligation will be void as to any product or service modified by CES, its Members and Participating Entities to the extent such modification is the cause of the claim.

Intellectual Property Ownership: All Intellectual Property (IP) that Offeror or any of the Offeror's Parties make, conceive, discover, develop or create, either solely or jointly with any other person or persons including CES or a CES Member/Participating Entity, specifically for or at the request of CES or a CES Member/Participating Entity in connection with an Agreement (Contract IP) will be owned by CES or the CES Member/Participating Entity. Intellectual Property means all CES or CES Member/Participating Entity Data, any and all inventions, designs, original works of authorship, formulas, processes, compositions, programs, databases, data technologies, discoveries, ideas, writings, improvements, procedures, techniques, know-how and all patent, trademark, service mark, trade secret, copyright and other intellectual property rights (and goodwill) relating to the foregoing. Offeror will make full and prompt disclosure of the Contract IP to CES or the CES Member/Participating Entity. Offeror will, and will cause the Offeror's Parties to as, and when requested by CES or the CES Member/Participating Entity, do such acts, and sign such instruments to vest in CES or the CES Member/Participating Entity the entire right, title and interest to the Contract IP, and to enable CES or the CES Member/Participating Entity to prepare, file and prosecute applications for, and to obtain patents and/or copyrights on, the Contract IP, and at CES or the CES Member/Participating Entity's expense, to cooperate with CES or the CES Member/Participating Entity in the protection and/or defense of the Contract IP.

Intellectual Property Offeror: Offeror will retain ownership of its pre-existing Intellectual Property (IP), including any that may be incorporated into the Contract IP, provided that Offeror informs CES or the CES Member/Participating Entity in writing before incorporating any pre-existing Intellectual Property into any Contract IP. Offeror hereby grants to CES or the CES Member/Participating Entity a perpetual, irrevocable, royalty-free worldwide right and license (with the right to sublicense), to freely use, make, have made, reproduce, disseminate, display, perform, create derivative works based on such pre-existing Intellectual Property as my be incorporated into the Contract IP or otherwise provided to CES or the CES Member/Participating Entity in the course of performing under any contract resulting from this solicitation.

Data Use, Ownership of Materials, and Privacy: The terms of this section apply if Offeror receives, has access to or analyzes CES or CES Member/Participating Entity's data. As between the parties, CES or the CES Member/Participating Entity will own, or retain all of its rights in, all data and information provided by CES or the CES Member/Participating Entity to the Offeror, as well as all data and information managed by Offeror on behalf of CES or the CES Member/Participating Entity, including all output, reports, analyses, and other materials relating to, derived from, or generated pursuant to any agreement generated through this solicitation, even if generated by the Offeror, as well as all data obtained or extracted through CES or the CES Member/Participating Entity or Offeror's use of such data or information. CES or the CES Member/Participating Entity's data includes all data and information provided directly to the Offeror.

All CES or CES Member/Participating Entity data will be CES's or the CES Member/Participating Entity's Intellectual Property (IP) and Offeror will treat it as "Confidential Information". Offeror will not use access, disclose, or license, or provide to third parties, any CES or CES Member/Participating Entity data, except to fulfill the obligations of the Contract IP. Without limitation, the Offeror will not use any CES or CES Member/Participating Entity data whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstration, without in each case, CES or the CES Member/Participating Entity's prior written consent. Offeror will not, directly or indirectly attempt to re-identify or de-aggregate, de-identified or aggregated information; or transfer de-identified and aggregated information to any third party.

Information Security: All systems, software, services, and devices that store, transmit, or otherwise process CES or a CES Member/Participating Entity's data must be designed, managed and operated in accordance with the information security best practices and in compliance with all applicable laws, rules and regulations.

Installation: Equipment or products that require professional installation will be installed in coordination with the CES Member or Participating Entity. If delayed, the Offeror will notify in writing both CES and the CES Member or Participating Entity of the revised installation date.

Insurance: Upon contract award, the contractor will, at its own expense, purchase and maintain insurance that will protect it from claims that may arise out of or as a result from its activities under the prospective contract, where those activities are performed by it, by any subcontractor, by anyone directly or indirectly employed by the contractor or by anyone for whose acts

the contractor may be liable during the entire performance period of the prospective contract. The contractor must furnish an ACORD Certificate of Insurance to the CES. If policy changes occur during the life of the contract, it is the Offeror's responsibility to provide updated proof of coverage to the CES procurement officer.

1. Offerors will submit proof of coverage under the Workman's Compensation Insurance, as required by the Labor Laws and New Mexico Statutes.
2. Offerors will submit a certificate of comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability. Limits shall not be less than the following:
   a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
   b. Property damage or combined single limit coverage: $1,000,000.
   c. Automobile liability (including non-owned automobile coverage): $1,000,000.
3. Umbrella: $1,000,000. The Offeror will name CES and the CES Member or Participating Entity as co-insured up to the limits required by New Mexico Statues. Additional punitive damages liability to $500,000 will be provided naming CES as co-insured.
4. Comprehensive Vehicle Liability Insurance, for both owned and non-owned vehicles, shall be one million dollars ($1,000,000) per occurrence combined single limit for both personal injury and property damage.
5. In addition, Offeror must provide, upon request, identical certification of insurance to any CES Member or Participating Entity using this contract. Prior to commencing any work, any subcontractor must procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime contractor. All subcontractors will provide workers' compensation insurance, which waives all subrogation rights against the prime contractor and CES Member or Participating Entity.

Leasing: Contractor may offer CES Members the option to enter into a lease or lease purchase agreements, providing such agreements are in compliance with New Mexico statutes. CES must receive a copy of the executed leasing documents between the leasing agency and the CES Member or Participating Entity. The contractor providing the equipment(s) to the CES Member or Participating Entity that is funded thru a lease option shall pay CES the two percent (2%) administrative fee on the total cost of the equipment(s), maintenance agreement, extended warranties and any products and services included in the lease agreement The CES administrative is non-refundable should the lease terminate early. CES will not collect lease payments, the CES Member or Participating Entity will make lease payments directly to the leasing agency. All terms of the leasing agreement must be included in the proposal including interest rates as related to a government standard. Contractor must indicate if the shipping costs for the return of leased equipment are the responsibility of the CES Member or Participating Entity and what that cost will be. No sale of a contract to a third party will be made without informing CES and CES Member or Participating Entity of the transfer. If Offeror sells a lease contract to a third party, the cost of return must not be greater than the cost of return to the original Offeror.

A purchase option must be available with each scheduled payment. At lease end, an option to purchase the equipment at fair market value must exist or the CES Member or Participating Entity must return the equipment to the Leasing Agency. As required by New Mexico law, the lease agreement with the CES Member or Participating Entity must contain a termination provision for "Non-Appropriation of Funds." In the event no funds or insufficient funds are appropriated and budgeted by the CES Member or Participating Entity (Lessee) or are otherwise unavailable in any fiscal year for the payment of lease and other amounts due under the lease, the lease shall terminate on the last day of the fiscal period for which appropriations were received under the lease without penalty or expense to Lessee. The CES Member or Participating Entity shall make the determination if sufficient funds have been appropriated. The CES Member or Participating Entity shall give Lessor or its assignee written notice at least thirty (30) days prior to termination of lease due to Non-Appropriation of Funds.

Legal Remedies: All claims and controversies are subject to the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199.

Licenses: The contractor will maintain in current status all applicable federal, state, and local licenses, bonds, and permits as required for the performance of any contract awarded. Copies of licenses will be submitted by the contractor as required by CES, its Member or Participating Entity.

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

Limitation of Liability: The Offeror's liability to CES or any CES Member or Participating Entity, for any cause whatsoever shall be for the total amount of damages resulting from the Offeror, sub-contractors and/or employees acts that may result in personal injury, property damage or any other damages as identified by CES or its Member Agency caused by the Offeror's negligence. The liability of CES or any CES Member Agency will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, as amended.

Limitation of Liability: The contractor's liability to CES or any CES Member or Participating Entity, for any cause whatsoever shall be for the total amount of damages resulting from the Offeror, sub-contractors and/or employees acts that may result in personal injury, property damage or any other damages as identified by CES or its CES Member or Participating Entity caused by the contractor's negligence. The liability of CES or any CES Member or Participating Entity will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, as amended.

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

Ordering Process: CES currently offers (4) four procurement/purchasing options: the "Traditional Method", the "Online Ordering Method" through Contractor's website and the "Direct Purchase Method" through the CES Blue Book and Leasing.

1. **Traditional method**, CES Members/ Participating Entities will submit signed purchase orders to CES at PO@CES.ORG. CES will then issue a purchase order to the Offeror. The Offeror must agree to never accept a purchase order directly from the CES Member/Participating Entity based on this procurement method. The purchase order you receive must be issued by CES.
2. **Online ordering through Offeror's website**, which allows the CES Members/Participating Entities to go online and create an order through the Offeror's system; the Offeror delivers the product/services; invoices the CES Member/Participating Entity; the CES Member/Participating Entity pays the Offeror; and the Offeror rebates the CES administrative fee to CES, unless an agreement to deviate from this process has been approved in writing by both parties.
3. **Direct Purchase:** For CES Direct Purchase the CES Member/Participating Entity makes their purchase order (PO) out to the Offeror and sends it to CES for contract compliance. CES will stamp the PO "Approved" and will forward the PO to the Offeror and Member. This will serve as the "authorization" for the Offeror to proceed with the purchase. Offeror will invoice the CES Member/Participating Entity directly and collect payment. CES will invoice Offeror the CES 1.25% administrative fee.
4. **Leasing:** The Offeror will rebate the CES administrative fee based on the full amount, of the lease upon payment to the Offeror by the leasing company. CES must be provided a copy of the lease agreement for compliance.

Patent and Copyright Infringement: Offeror will, at their expense, defend CES and its Members and Participating Entities against any claim that any equipment or software supplied hereunder infringe a patent or copyright in the United States, or a U.S. Territory, and will pay all costs, damages and attorney's fees that a court finally awards as a result of such a claim. To qualify for such a defense and payment, CES will:

1. Give Offeror prompt written notice of any such claim after becoming aware of such claim.
2. Allow Offeror to control and fully cooperate with Offeror in the defense and all related settlement negotiations.

CES will be reimbursed for all expenses incurred by CES in fully cooperating with Offeror as specifically requested by contract. CES is not required to incur any expenses specified in this paragraph, which are not reimbursable, by the Offeror. If any CES Member and Participating Entity is involved by any party in a Patent and Copyright Infringement dispute, the same provisions that apply to CES in this paragraph will apply to the CES Member or Participating Entity. Offeror's obligation under this section is conditioned on CES' agreement that if the subject of such a claim, CES will permit the Offeror, at its expense and option, either to procure the right for CES and its Members or Participating Entity to continue using the equipment and/or software, or to replace equipment or software which are functionally equivalent so that they become non-infringing. If neither of the foregoing alternatives is available on terms which are reasonable in Offeror's judgment and satisfactory to CES, CES will request its Members or Participating Entity to return the equipment or software upon written request by Offeror at Offeror's expense.

Offeror agrees to refund CES and/or its CES Member/Participating Entity for returned equipment as depreciated to current market value unless otherwise mutually agreeable in writing. The depreciation will be an equal amount per year over the life of the equipment in accordance to GAAP/GASB guidelines. In the event that an Offeror's written request for return of equipment is made after full depreciation, the Offeror will pay CES, or its CES Member/Participating Entity who purchased the equipment, an amount equivalent to the fair market value of the returned equipment. If CES, or any of its CES Member/Participating Entity, fails to return the equipment, the Offeror is not obligated to that Member under this clause.

Offeror will have no obligation with respect to any such claim based upon a Member's or Participating Entity's modification of the equipment or software or combination, operation or use with apparatus, data or programs not furnished by Offeror. However, one Member's or Participating Entity's action will not preclude Offeror's obligation to other Members/Participating Entities not having modified their equipment or software.

Payments by CES Member or Participating Entities: For the purchase by a CES Member or Participating Entity directly from

the Offeror for goods and services that have been received and accepted. Payment from the Member or Participating Entity to the Offeror will be made within forty-five (45) days after the receipt of a correct invoice, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. If a dispute arises or an agency's account becomes delinquent, the Offeror is encouraged to contact and request assistance from CES. *Any offer that requires payment in less than forty-five (45) days may not beconsidered.*

Payment of Administrative Fee: When a CES Member or Participating Entity issues payment directly to the Offeror for goods and services received and accepted, the Offeror will upon receipt of payment from a CES Member or Participating Entity, issue payment to CES for the CES administrative fee as invoiced by CES.

Price List/Pricing: The Offeror will furnish CES with electronic copies of or provide electronic access to the approved current price list for products and services offered under this solicitation. The Offeror must keep current all pricing for any contract issued as a result of this solicitation. Should the Offeror fail to update pricing with AEPA and approved by CES, the Offeror shall honor their pricing on file with CES at the time of their quote submittal to the CES, CES Member or Participating Entity. All pricing must include the CES two percent (2%) administration fee.

Price Quote/Proposal: When preparing a quote/proposal, the Offeror must clearly identify and break out quantities, descriptions, supplies, materials, equipment, and services into individual line items as they appear on the Offeror's awarded price schedule or pricing methodology. At a minimum, all quotes or proposals shall include the following: description, "hourly labor rate or the list/catalog unit price", "the per cent discount offered" and the final "CES price". All stated prices must include the CES two percent (2%) administrative fee. Shipping/Freight costs and the New Mexico Gross Receipts Tax as applicable must be stated in separate lines.

Price Reduction, Promotional and Special Pricing: A price reduction can be offered at any time and will become effective upon approval by AEPA and CES.

Progress Payments: Under this solicitation (RFP), CES, its Members, and Participating Entities may allow progress payments to be made on goods and/or services received and accepted under the following conditions:

1. The Member or Participating Entity and the Offeror agree to the terms and milestones of the project for progress payments in writing prior to issuing a purchase order to theOfferor.
2. The quote or proposal in which the purchase order is based must clearly identify and describe the amount(s) to be paid and the date(s) payment(s) are to be made for the service or goodsdelivered.
3. The Offeror must obtain from the CES Member or Participating Entity written documentation identifying the work completed and goods received to be submitted with progress paymentrequest.
4. Payments will be made only after actual goods and/or services are verified, received, and accepted by the CES Member or Participating Entity.
5. Payments will be made in full compliance with the CES Member or Participating Entity local administrative procedures, policies and any/all other applicable state rules, regulations, and statutes.
6. If the estimate of work and/or goods received are not approved and certified by the Member or Participating Entity. CES, Member or Participating Entity can withhold an amount from the progress payment that reasonably represents the deficiency identified in the Offeror's payment request. In such cases, the Offeror agrees to hold CES harmless for any deficiency of payment.
7. Acceptance of final payment is a waiver of all claims, except unsettled claims previously made in writing.

Provisions Required by Law: Each and every provision of law and any clause required by law to be in the contract executed as a result of this solicitation will be read and enforced as though it were included herein, and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract will forthwith be physically amended to make such insertion or correction.

Public Record: All proposals submitted in response to this solicitation will become the property of CES and be a matter of public record available for review, under the supervision of CES staff from 9:00 a.m. to 4:00 p.m., Monday through Friday, at 10601 Research Rd. NE., Albuquerque, NM 87123.

Quality: Unless otherwise noted in this solicitation, Offeror warrants that for one (1) year after acceptance of the equipment or materials or work performed for the CES Member or Participating Entity, they shall be:

1. Of a quality to pass without objection in the industry or trade normally associated withthem;
2. Fit for the intended purpose(s) for which they are used;
3. Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract;
4. Adequately contained, packaged, and marked as the contract may require;and

5. Conform to the written promises or affirmations of fact made by Offeror.

Safety Measures: Offerors will take all necessary precautions for the safety of CES, CES Member and Participating Entity Staff and the public in general when installing, delivering goods, or services to CES, CES Members or Participating Entities physical location

Safety Standards: All items supplied to CES Member or Participating Entity will comply with all current and applicable US Federal and State of NM Safety Standards, Statutes, Rules, and Regulations.

Sample: Samples may be required prior to awarding a contract and/or prior to entering into an individual project contract. Upon request of CES Member or Participating Entity, the Offeror will provide adequate samples and detailed specifications for any item offered. Samples must be submitted within ten (10) days of request from CES Member or Participating Entity. Samples will be free of charge and submitted and removed at Offeror's expense. Samples will be compared to proposal specifications and evaluated as to materials used in construction, quality and workmanship, durability, adaptability to the use for which the items were intended and overall appearance. Samples received may be held for comparison with deliveries. CES and its Member or Participating Entity will not be held responsible for samples damaged or destroyed in examination or testing. Samples not removed within thirty (30) days after notice to Offeror will be considered abandoned and the CES Member or Participating Entity will have the right to dispose of them.

Serial Numbers: Equipment offered/proposed in this solicitation must have the original manufacturer's serial number.

Severability: The provisions of any contract executed as a result of this solicitation are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract, which may remain in effect without the invalid provision or application

Shipping Errors: Offeror agrees that shipping errors will be at the expense of the contractor. For example; if the contractor ships a product that was not ordered by the CES Member or Participating Entity, it is the responsibility of the contractor to pay for shipping charges back to the manufacturer or distributor, etc., at the convenience of the CES Member or Participating Entity.

Shipping Terms: FOB Destination, "pre-pay and add "unless otherwise indicated by the CES Member or Participating Entity. The receiving agency will notify CES, the Offeror and/or Freight Company promptly of any damaged goods and will assist the Freight Company/Offeror in arranging for inspection.

Smoking: All contract holders and subcontractors must adhere to CES Member or Participating Entity smoking policies.

Stored Materials: Upon prior written agreement between the Contract holder and CES Member or Participating Entity, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to CES Member or Participating Entity prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contract holder against loss and damage. Offeror agrees to provide proof of insurance coverage and addition of CES Member or Participating Entity as an additional insured upon agency's request. Additionally, if stored offsite, the materials must also be clearly identified as property of a buying CES Member or Participating Entity and be separated from other materials. The buying agency must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by the CES Member or Participating Entity, it shall be the Contract holder responsibility to protect all materials and equipment. The Contract holder warrants and guarantees that title for all work, materials and equipment shall pass to CES Member or Participating Entity upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

Taxes: Prices offered will not include applicable State of New Mexico Gross Receipts Tax (NMGRT) and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by the CES Member or Participating Entity issuing the purchase order to CES or Offeror. No NMGRT can be collected on delivery charges to the agency's location.

Taxes - Indian Reservation or Tribal Tax: If goods or services are subject to Indian reservation or tribal tax, Contract holder shall include such taxes as a separate item on the original invoice to CES.

Termination for Material Breach: Either Party may terminate any Agreement by notice to the other Party, for any material breach of said Agreement by the other Party, if such breach is not cured within ten (10) business days after the breaching Party receives notice of such breach from the non-breaching Party; provided, however, if such breach is not capable of being cured within the ten (10) business day period, the cure period shall be extended for an amount of time that the Parties agree to in writing and is reasonably necessary to cure such breach, so long as the breaching Party is using diligent efforts to do so. In case

of Default and/or Breach by the Offeror, for any reason whatsoever, CES or the CES Member or Participating Entity may procure the goods or services from another source and hold the ~~Offeror~~ Contract holder responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and CES or the CES Member or Participating Entity may also seek all other remedies under the terms of said Agreement and under law or equity.

Termination for Convenience: CES can, by written notice stating the effective date, may terminate any Agreement for convenience in whole or in part, at any time. CES, its Member or Participating Entity shall pay for acceptable work performed prior to the Contract holder receipt or issuance of a notice of termination. The Contract holder shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination.

Termination for Default: CES reserves the right to terminate in whole or any part of any contract executed as a result of this solicitation due to the failure by the ~~Offeror~~ Contract holder to carry out any obligation, term or condition of the said contract. CES may issue written notice to the ~~Offeror~~ f Contract holder or acting or failing to act under but not limited to the following conditions.

1. The Contract holder provides material that does not meet the specifications of the contract.
2. The Contract holder fails to complete the services set forth in the specifications of the contract.
3. The Contract holder fails to complete the work required or to furnish the materials required within the specified time.
4. The contract holder fails to make progress in the performance of the contract and/or gives CES cause to believe that the Contract holder will not or cannot perform the requirements of the contract.
5. The Contract holder fails to observe any or all of the terms and conditions.
6. The contract holder accepts purchase orders, based on this contract, directly from a CES Member and then invoices them directly.
7. Any other conditions that, in the opinion of CES, warrants such action.

Upon receipt of a written notice, the Offeror will have ten (10) business days to provide a satisfactory response in writing to CES. Failure on the part of the Offeror to satisfactorily respond shall result in CES terminating the contract.

Termination for Gratuity: CES shall, by written notice to Contract holder terminate the contract if the Contract holder is found in violation of any of the following: NMSA 1978, § 13-1-191, NMSA 1978, § 30-24-1, NMSA 1978, § 30-24-2, NMSA 1978, § 30-41-1 to NMSA 1978, § 30-41-3.

Termination for Non-Appropriation: Any individual Member's or Participating Entities' project covered by this solicitation and executed through the AEPA/CES procurement process may be terminated for insufficient appropriations or authorizations. If sufficient appropriations and authorization are not made by the Legislature of New Mexico, or the CES Member or Participating Entity's Governing Body, any Agreement executed as a result of this solicitation shall terminate immediately upon written notice being given by CES, or the CES Member or Participating Entity to the Contract holder. CES, its Members or Participating Entity's Governing Body decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Contract holder and shall be final.

Title and Risk of Loss: The title and risk of loss of material or service will not pass to CES Members or Participating Entities until it receives the material or service at the point of delivery, unless otherwise specified within this document.

Trade-In Equipment: Equipment for trade-in shall follow the requirements of NMSA 1978, § 13-1-156 and shall be dismantled and removed at the Contract holder expense.

Warranty: The Contract holder agrees that the tangible personal property or services furnished shall be covered by the most favorable commercial warranties the Contract holder gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to CES and/or the CES Member or Participating Entity and are in addition to and do not limit any rights afforded to CES and/or the CES Member or Participating Entity by any other Clause of this Agreement or order. Contract holder agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

Warranty – Value Added Reseller: If Contract holder is a value added reseller (VAR) for products solicited as part this (RFP) and not the Original Equipment Manufacturer (OEM) or licensor, the Contract holder shall forward all warranties to CES or the CES Member or Participating Entity which are provided to the Contract holder from the OEM, and to the extent granted by the OEM, CES or the CES Member or Participating Entity shall be the beneficiary of the OEM's warranties with respect to the products. Contract holder shall not be a party to any such warranties between CES or the CES Member or Participating Entity and the OEM.

Year-End Procurement: Purchase orders (PO) issued to an Offeror for goods must be delivered and services must be

completed five (5) days prior to the CES Member or Participating Entity fiscal year end (June 30th), unless agreed upon in writing by both the CES Member or Participating Entity and the Offeror. CES must receive all invoices dated for the prior fiscal year by the 10th business day in July. The CES Member or Participating Entity may cancel purchase orders not completed by June 25th. The CES Member or Participating Entity may issue new or revised purchase orders dated after July 1st for any goods not delivered or services not completed by June 25th.

CES SUPPLEMENTAL TERMS AND CONDITIONS FOR CONSTRUCTION

The Contract shall be governed by the laws of the State of New Mexico and parties agree that the State of New Mexico District Court of the County where the Project is located shall have jurisdiction to resolve all claims, issues and disputes not otherwise resolved in accordance with contract documents. Each and every provision of law and clause required by law to be inserted in this Contract shall be read and enforced as though it were included herein; and if through error or otherwise any such provision is not inserted, or is not correctly inserted, then upon the written application of either party the Contract shall be amended without cost to make such insertion or correction and that the remainder of this Contract shall remain in effect and not be affected thereby.

Americans with Disabilities Act: For any project contracted under this RFP, the Proposer must comply with the Americans with Disabilities Act (ADA) (42 USC Section 12101 et seq.) and the Americans with Disabilities Act Architectural Guidelines (ADAAG), as well as the implementing requirements, 28 CFR Part 36, Federal Register, Vol. 56, No. 144, July 26, 1991, as amended. The Construction Industries Division does not review plans and specifications for compliance with the ADA or ADAAG. The issuance of a building permit and compliance with the minimum codes do not ensure compliance with ADA or ADAAG. It is the Offeror's responsibility for compliance to ADA and ADAAG requirements for Lots under this Category.

Assignment of Antitrust Claims
The Contractor agrees that any and all claims that the Contractor may have or that may inure to the Contractor for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with this project are hereby assigned to CES and the Owner but only to the extent that such overcharges are passed on to the Owner.

Bonds: All bid, performance, and payment bonds, if required, are to be issued by a corporate surety company authorized to do business in New Mexico as approved in federal circular 570 published by the United States Treasury Department.

1. Upon RFP submittal, CES requires that the Offeror provide a bid bond or other acceptable bid security in the amount of Twenty-Five Thousand Dollars ($25,000) in response to this RFP. Acceptable forms are AIA Document A310-2010 Bid Bond or NASBP that includes the same language as the AIA Document A310-2010.
2. Upon execution of a contract the prime Contractor for a project with a value Twenty-Five Thousand Dollars ($25,000) or more, shall provide AIA Document 312-2010 Performance and Payment bonds in an amount equal to one hundred percent (100%) of the Job Order Amount to CES Member or Participating Entity. These bonds will protect all persons supplying labor and materials and the performance of the prime Contractor for the work provided per the contract. The prime Contractor will deliver AIA Document 312-2010 performance and payment bonds in the name of the CES Member or Participating Entity at contract execution. Copies of the bonds must be provided to CES within five business days of the Contractor's receipt of the CES purchase order.
3. Prime Contract must identify its bonding capacity in the solicitation. Contractor will have the right to refuse work once its bonding capacity has been reached.

Change Orders:

1. A mutually agreed upon system for establishing changes orders must be identified, including changes in scope and changes in compensation for the prime Contractor. All change orders will be agreed to in writing by the Contractor and the CES Member or Participating Entity. No change order or Supplemental Job Order that increases the cost of the project will be permitted without a purchase order to CES from the Member ordering the change.
2. A copy of the approved change order must accompany a revised purchase order to CES. Minor changes mutually agreed upon between the CES Member or Participating Entity and the Contractor that do not involve compensation may be made without informing CES.

Claims and Disputes
A Claim is a demand or assertion by one of the parties seeking as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

1. Time Limits on Claims. Claims by either party must be initiated within thirty (30) days after occurrence of the event giving rise to such Claim or within ten (10) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Owner or if applicable, the Design Professional and the other party.

2. Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing by the Owner and the Contractor, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

Commencement Date/Substantial Completion Date:
CES's purchase order establishes the Notice to Proceed. The Substantial Completion Date refers to a stage of a construction or building project or a designated portion of the project that is sufficiently complete, in accordance with the construction contract documents, so that the owner may use or occupy the building project or designated portion thereof for the intended purpose. The allowed duration for each project will be determined by the Contract Documents between the CES Agency and the Contractor.
1. Upon substantial completion of the project and as part of the project close-out phase, the Contractor will deliver to the CES Member or Participating Entity all associated paperwork to include but not limited to as built drawings, executed warranties, and guarantees applicable to the goods and services provided and any owners and operating manuals.

Construction: As defined in the New Mexico Procurement Code Regulations under 13-1-40 NMSA 1978. Definition: "construction" means building, altering, repairing, installing or demolishing in the ordinary course of business any road, highway, bridge, parking area or related project; building, stadium or other structure; airport, subway or similar facility; park, trail, athletic field, golf course or similar facility; dam, reservoir, canal, ditch or similar facility; sewage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility; sewage, water, gas or other pipeline; transmission line; radio, television or other tower; water, oil or other storage tank; shaft, tunnel or other mining appurtenance; electrical wiring, plumbing or plumbing fixture, gas piping, gas appliances or water conditioners; air conditioning conduit, heating or other similar mechanical work; or similar work, structures or installations. Construction shall also include: leveling or clearing land; excavating earth; drilling wells of any type, including seismographic shot holes or core drilling; and similar work, structures, or installations.

Contract between Owner, Buyer and Contractor: The Owner, Contractor, and CES shall execute a CES Three- Party Agreement for any project that requires a Davis Bacon or NM wage decision This Three- Party Agreement must be signed by all parties prior to the Contractor starting any work. In reference to this document, the Owner is a CES Eligible Agency; the Buyer is CES, which is acting as a conduit through which title to tangible goods may be vested in Owner. CES warrants and assures the Owner that it has complied with the State of New Mexico Procurement Code, Public Works Minimum Wage Act, the Public Works Contract Act, and the Subcontractor Fair Practices Act. The parties may agree to use as a guide the following; American Institute of Architects (AIA) General Conditions of Contract for Construction Form A201, PSFA General Terms and Conditions, or Engineers Joint Contract Documents Committee (EJCDC®).

When using this agreement, the Contractor is responsible for providing CES with the information required to complete the Three-Party Agreement and must be executed prior to the first payment request is submitted to CES by the Contractor. It is at the discretion of the Owner and the Contractor to determine if an additional industry standard contract is to be executed in addition to this contract, including but not limited to, American Institute of Architects (AIA), The Engineers Joint Contract Documents Committee (EJCDC®) or Public School Facilities Authority (PSFA).

Contractor: As defined in Construction Industries Licensing Act, 60-13-1 NMSA 1978: "contractor" means any person who undertakes, offers to undertake by bid or other means, or purports to have the capacity to undertake, by himself or through others, contracting. Contracting includes constructing, altering, repairing, installing or demolishing any: road, highway, bridge, parking area or related project; building, stadium or other structure; airport, subway or similar facility; park, trail, bridle path, athletic field, golf course or similar facility; dam, reservoir, canal, ditch or similar facility; sewerage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility; sewerage, water, gas or other pipeline; transmission line; radio, television or other tower; water, oil or other storage tank; shaft, tunnel or mining appurtenance; leveling or clearing land; excavating earth; air conditioning, conduit, heating or other similar mechanical works; electrical wiring, plumbing or plumbing fixture, consumers' gas piping, gas appliances or water conditioners; or similar work, structures or installations which are covered by applicable codes adopted under the provisions of the Construction Industries Licensing Act.

The Act includes subcontractor and specialty contractor; and includes a construction manager who coordinates and manages the building process; who is a member of the construction team with the owner, architect, engineer, and other consultants required for the building project; and who utilizes their skill and knowledge of general contracting to develop schedules, prepare project construction estimates, study labor conditions, and advise concerning construction.

Contractor License: As defined in Construction Industries Licensing Act 60-13-12 NMSA 1978. A Contractor's license is required for this contract. Exceptions per the NM Regulations and Licensing Department trades that have been de-classified are as follows:
GS-3 Tile

GS-10 Fencing
GS-11 Fixtures, Cabinets, Millwork
GS-12 Flooring
GS-17 Ornamental Iron and Welding
GS-18 Painting GS-22 Sandblasting
GS-26 Vaults and Depositories
GS-28 Gunite
GS-6 Doors are incorporated into GS-14 Windows and Skylights

1. No person shall act as a Contractor without a license issued by the division classified to cover the type of work to be undertaken.
2. No bid on a contract shall be submitted unless the Contractor has a valid license issued by the division to bid and perform the type of work to be undertaken; provided this subsection shall not prohibit a licensed Contractor from bidding or contracting work involving the use of two or more trades, crafts or classifications if the performance of the work in the trades, crafts or classifications other than the one in which he is licensed is incidental or supplemental to the performance of the work in the trades, crafts or classifications for which he is licensed; and further provided that work coming under the jurisdiction of the mechanical bureau or the electrical bureau of the division must be performed by a Contractor licensed to perform that work.

Contractor's Price List:
Prices offered through the entire term of any contract awarded as a result of this RFP shall be current and will included the CES one point two five (1.25%) administrative fee. Should the contractor fail to update pricing with CES, the contractor shall honor their pricing on file with CES at the time of their quote submittal to the CES Agency. Price list(s) on file must clearly state and identify any/all products/services offered with their associated costs. When contractor offers a discount off a retail price, Manufacturer's Suggested Retail Price (MSRP), Gordian, JOC Core/RSMeans, or line-item pricing if applicable. they must include a complete copy of the document and/or the document must be available to the general public by electronic media or by the internet.

Construction Materials: The prime Contractor will deliver materials to the worksite in new, dry, unopened, and well-marked containers showing product and prime Contractor's name. Damaged or un- labeled materials will not be accepted. The prime Contractor will deliver materials in sufficient quantity to allow for continuity of work. Delivery will be coordinated with the Agency's contact person.

No products that contain asbestos fibers shall be used. Removal of any vinyl-asbestos tile or other flooring with asbestos fibers will be accomplished following all local, state, and federal laws for the handling and disposal of asbestos.

Cost of the Work: If material costs covered by this solicitation should substantially increase or decrease beyond the prices established at time of solicitation's due date due to conditions beyond the control of the Contractor, a temporary price increase or decrease may be approved by CES, upon written request, prior to the development and submitting of a cost proposal to a CES Eligible Agency for their approval on an individual project. Upon receipt of such a request, CES will verify and issue a written determination accepting or rejecting the Contractor's request.

Insurance: The Contractor shall ensure that liability insurance is maintained in accordance with the laws of NM (See General Terms and Conditions) and may, at Contractor's option, either insure the activities of Subcontractors or require them to maintain insurance to cover all claims that may occur. If the Owner is damaged by the failure or neglect of the Contractor to maintain insurance as described above, then the Contractor shall be liable for all costs and damages properly attributable thereto.

1. The insurance required shall be written for not less than limits of liability required by law. Coverage shall be written on an occurrence basis and shall be maintained without interruption from the date of commencement of the Work until date of Final Payment and termination of any coverage required to be maintained after final payment.
2. Certificates of Insurance shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least **forty-five (45) days** prior written notice has been given to the Owner. If any of the foregoing insurance coverages are requested to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both shall be furnished by the Contractor with reasonable promptness.
3. The Certificates of Insurance shall clearly state the coverages, limits of liability, covered operations, effective dates, and dates of expiration of policies of Insurance. The Contractor will promptly notify and furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits. The Certificates of Insurance shall be in the appropriate Cordiform.

4. Worker's Compensation Insurance shall be provided as required by applicable State law for all employees engaged at the site of the Project under this Contract, including Subcontractor employees. In case any class of employee engaged in work on the Project under this Contract is not protected under the Worker's Compensation Statute, the Contractor shall provide, and cause each Subcontractor to provide Employer's Liability Insurance in an amount not less than five hundred thousand ($500,000). Failure to comply with the conditions of this Subparagraph 11.1.5.1 will subject this Contract to termination.
5. Public Liability Insurance shall not be less than the liability amounts set forth in the New Mexico Tort Claims Act, §41-4-1 et seq. NMSA 1978, as it now exists or may be amended.
6. Comprehensive Vehicle Liability Insurance, for both owned and non-owned vehicles, shall be one million dollars ($1,000,000) per occurrence combined single limit for both personal injury and property damage.

Insurance – Property:
Unless otherwise stated, Builder's Risk coverage may be furnished by the Owner. The Contractor shall provide insurance which will protect the interests of the Contractor and Subcontractors in the Work. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Payment has been made.

Licenses: The Contractor will maintain and inform CES of current status of all federal, state, and local licenses, registrations, certifications, bonds, and permits required for the performance and delivery of any and all construction and non-construction products and services. Any Contractor using subcontractors must hold a current and appropriate Contractor's license, as defined in Construction Industries Licensing Act, 60-13-1 NMSA 1978 to enter into such contracts. It is the responsibility of the Contractor to ensure that any subcontractors performing under this RFP hold and maintain the appropriate Contractor's licenses as defined in Construction Industries Licensing Act, 60-13-1 NMSA 1978. The Contractor is responsible to ensure that all Sub-Contractors maintain current all federal, state, and local licenses, registrations, certifications, bonds, and permits required for the performance and delivery of any and all construction and non-construction products and services.

Liquidated Damages: The CES Member or Participating Entity has the right to assess liquidated damages to the Contractor (and its Surety); and the Contractor shall be liable for the amount of liquidated damages as determined in the contract documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this agreement for default as provided elsewhere herein. The liquidated damages are assessed per calendar day of delay until the work is determined by CES and its Member or Participating Entity to be substantially complete. Liquidated damages will comply with the requirements of 55-2-718 NMSA 1978.

Liquidated damages and early completion incentives will be between the CES Eligible Agency and the Contractor and must be agreed upon in writing. If the CES Eligible Agency declines a liquidated damages or early incentive agreement, the Contractor will ensure such agreement is reflected and included in the project's contract documents.

Lumber Species: Per the laws of New Mexico, In the construction, erection or repair of all buildings and structures under this contract, the Contractor is hereby required to use, whenever the species of lumber necessary for such construction or repair work is available in this state, such species of lumber produced from timber grown in the State of New Mexico.

Maintenance of Building Systems: The Offeror of the various facility components or systems electrical/ mechanical/ structural must have or have access to and offer comprehensive maintenance support services to CES Members and Participating Entities. If a third party is used to provide maintenance or warranty work, Offerors must include with the proposal details of any such arrangement. Factory certified, and trained technicians will be available to cover all parts of the state. Maintenance service in metropolitan areas of New Mexico should be available within 12 business hours of receiving a call and service in rural areas within 24 business hours of receiving a call. Any maintenance facility must have sufficient parts inventory to provide quality service on units sold to CES Members or Participating Entities. On small pieces of equipment, out-of-state manufacturers may offer mail-in service, if normal turn-around time is 48 hours.

New Mexico Building Codes and Regulations
The Contractor shall perform in compliance with all applicable national and state building codes.
- NMAC 6.27.30 - Statewide Adequacy Standards
- NMAC 14.5.1 - General Provisions: "This rule applies to all the administration, interpretation, and enforcement of contracting work performed in New Mexico subject to the jurisdiction of Construction Industries Licensing Act (CILA) and LP GAS Act."
- NMAC 14.5.2 – Permits: "This rule applies to all permitted work performed in New Mexico on or after November 15, 2017, that is subject to the jurisdiction of CID.
- NMAC 14.5.3 – Inspections: "This rule applies to all contracting work performed in New Mexico on or after November 15, 2016, that is subject to the jurisdiction of CID…"

- NMAC 14.5.8 - Investigations and Enforcement
- NMAC 14.5.9 - Code Bond Determinations
- NMAC 14.6.3 - Contractor's License Requirements
- NMAC 14.6.6 - Classifications and Scopes: This rule applies to any person who engages in contracting, as that term is defined in Construction Industries Licensing Act (CILA) Section 60-13-3 NMSA 1978.
- NMAC 14.6.7 - Modular Building Structures
- NMAC 14.7.2 - 2015 New Mexico Commercial Building Code
- NMAC 14.7.6 - 2018 New Mexico Energy Conservation Code
- NMAC 14.7.7 - 2015 New Mexico Existing Building Code
- NMAC 14.7.8 - 2015 New Mexico Historic Earthen Buildings
- NMAC 14.7.9 - 2018 New Mexico Commercial Energy Conservation Code
- NMAC 14.8.2 - 2015 New Mexico Plumbing Code
- NMAC 14.8.3 - 2012 New Mexico Swimming Pool, Spa and Hot Tub Code
- NMAC 14.9.2 - 2015 New Mexico Mechanical Code
- NMAC 14.9.3 - 1997 Uniform Mechanical Code
- NMAC 14.9.4 - Boilers
- NMAC 14.9.6 - 2012 New Mexico Solar Energy Code
- NMAC 14.10.4 - 2017 New Mexico Electrical Code
- NMAC 14.10.5 - 2012 New Mexico Electrical Safety Code
- NMAC 14.11.3 - 1997 Uniform Plumbing Code
- NMAC 19.15.40 - New Mexico Liquefied Petroleum Gas Standards
- NFPA 54 - 2018 National Fuel Gas Code
- NFPA 58 - 2017 Liquefied Petroleum Gas Code.
- Construction Industries Licensing Act, Sections 60-13-1 through 60-13-59 NMSA 1978.
- LP Gas Act, Sections 70-5-1 through 70-5-23 NMSA 1978.
- Procurement Code, Sections 13-1-28 through 13-1-199 NMSA1978
- Public Works Contracts, Sections of 13-4-1 to 13-4-43 NMSA 1978
- Public Works Minimum Wage Act, Sections 13-4-10 through 13-4-17 NMSA1978
- Subcontractors Fair Practices Act, Sections 13-4-31 to 13-4-42 NMSA 1978
- Prompt Payment Act, Sections 57-28-1 to 57-28-11 NMSA1978 New Mexico Public School Facility Authority Adequacy and Construction Standards for K-12 Educational Facilities only.

NMCID: New Mexico Construction Industries Division, a state agency who is responsible for overseeing, administering, issuing, and ensuring that construction projects, Contractors and owners follow and comply with New Mexico laws, rules, regulations, policies, and procedures.

NMDWS: New Mexico Department of Workforce Solutions, a state agency responsible for the administering and ensuring that all Contractors, and subcontractors follow and comply with New Mexico and Federal labor laws and applicable policies and procedures governing employment and the general workforce.

NMDWS Contractor Public Works Registration Requirement: As defined in Public Works Minimum Wage Act 13-4-13.1 NMSA 1978. In order to respond to a request for proposals or to be considered for award of any portion of a public works project greater than Sixty Thousand Dollars ($60,000) for a public works project that is subject to the Public Works Minimum Wage Act [13-4-10 to 13-4-17, NMSA 1978], the Contractor, serving as a prime Contractor or not, shall be registered with the New Mexico Department of Workforce Solutions. The State, or any political subdivision of the State, shall not accept a bid on a public works project subject to the Public Works Minimum Wage Act from a prime Contractor that does not provide proof of required registration for itself. Contractors and subcontractors may register with the New Mexico Department of Workforce Solutions on a form provided by the division and in accordance with the Department of Workforce Solutions department rules.

Because this solicitation is for an indefinite quantity and the amount of work to be performed on individual projects is not known, CES is requiring that all Offerors be registered on or before the date of the proposal opening and keep their registration current during the term of the contract and all contract extensions.

New Mexico State Wage Rate Documentation:

1. The New Mexico Department of Workforce Solutions (NMDWS) requires that certain forms be completed for every project in excess of $60,000. CES will submit for the wage decision and, upon receipt of the decision, will provide it to the prime Contractor. The Contractor is responsible for completing and submitting the required forms to the NMDWS and must provide CES with a copy of the following required forms: Notification of Award, Statement of Intent to Pay Prevailing Wages,

and Affidavit of Wages Paid.

2. The prime Contractor must submit the Statement of Intent to Pay Prevailing Wages and the Notification of Award to NMDWS with a copy being mailed, faxed, or e-mailed to CES, prior to the start of the project. The Affidavit of Wages Paid must be submitted to NMDWS with a copy being mailed, faxed, or e-mailed to CES at the conclusion of your work on the project. The prime Contractor is responsible for insuring that its subcontractor(s) also submit the Statement of Intent to Pay Prevailing Wages and the Affidavit of Wages Paid to NMDWS, with a copy being mailed, faxed or e- mailed to CES.
3. CES will not make any payments until copies of the Notification of Award, Statement of Intent to Pay Prevailing Wages and for projects $25,000 or greater until the Payment and Performance Bonds are received by CES. Final payment will not be released until CES receives a copy of the Affidavit of Wages Paid.

Payment Retention, Progress Payments:

1. In order to comply with 57-28-1 to 57-28-11 NMSA 1978, CES will not retain any funds on progress payments during any construction projects. The prime Contractor agrees to only request payment for stored materials and work completed and accepted by the CES Eligible Agency.
2. Final payment of a contract, will not be made until the project is totally completed and accepted by Owner, including punch list items and close out documents delivered, and the final application for payment is signed by the CES Eligible Agency, received, and audited by CES.

Permits, Fees and Notices:

Building Permits are required subject to New Mexico State Statutes, Section 60-13-45 NMSA 1978, and the provisions of the CID rules, no building or structure shall be erected, constructed, enlarged, enlarged, altered, repaired, moved, improved, removed, converted or demolished, and no electrical wiring, plumbing or mechanical work as defined and described in the applicable New Mexico construction codes for those trades, may be installed, repaired or maintained in or on such building or structure, unless the applicable permit has first been obtained from the division. It is the Offeror's responsibility to secure all required building permits for the construction services offered under this Category and Lots.

Progress Payments for Construction:

All progress payments must be invoiced through CES. It is the responsibility of the CES Agency and/or its designee to review and approve any estimates of work completed. Per 57-28-5 NMSA 1978 A "If an owner receives an improperly completed invoice, the owner shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete…" In such cases, the contractor agrees to hold CES harmless for any deficiency of payment.

Project Records: The Contractor shall be required to provide accurate record documents for each portion of the work as part of its bid for that portion of the work, without additional cost to CES or its Eligible Agencies.

1. For audit purposes, a copy of any contract(s) and agreement(s) between the CES Eligible Agency and the prime Contractor must be kept on file in the CES office. It is the responsibility of the prime Contractor to supply a signed copy of any contract(s) and agreement(s) to CES.
2. Upon substantial completion of the project and as part of the project close-out phase, the prime Contractor will deliver to the CES Eligible Agency all associated paperwork (as built drawings, executed warranties/ guarantees applicable to the goods and services provided and any owners/operating manuals).
3. The prime Contractor must agree that the CES Eligible Agency reserves the right to release information about the project, and that any advertising of the project by the prime Contractor must be approved by an authorized official of the Agency.

Project Schedule: The CES Eligible Agency retains the right to extend the schedule of work or to suspend the work and to direct the prime Contractor to resume work, when appropriate. The agreement must describe an equitable adjustment for added costs caused by any suspension. Any increases will be invoiced through CES as allowed in the agreement.

New Mexico Public School Facilities Authority (NMPSFA) - Special Conditions

When a New Mexico public school district builds a project utilizing a CES Contract with funds that have been appropriated by the Public School Capital Outlay Council (PSCOC), the NMPSFA and the school district become co-owners of the project until the work is completed and accepted. Therefore, NMPSFA must be involved in project discussions and their representative must approve and submit the documents before payment can be issued.

Upon obtainment of substantial competition, the Contractor, Eligible Agency's, and NMPSFA's representative will develop a punch list of items that need to be completed or resolved. The Contractor will complete the punch list and provide required close-out documents and applicable certificates of code compliance from the various state and local governing authorities prior to requesting final payment.

Quality Control:

1. During the course of the contract, the CES Member or Participating Entity contact person may secure samples according to Construction Industries Division guidelines or industry standards of materials being used from containers at the job site and submit them to an independent laboratory for comparison to specified material.
2. Should test results prove that a material is not functionally equal to or better than specified; the prime Contractor will pay for all testing and any cost incurred to have materials installed to replace those found not to comply with the specifications and remove and dispose of the materials not complying.
3. Should test results prove that materials tested were functionally equal to specified material; the prime Contractor will be notified of the results.
4. During the execution of the project and/or during the project close-out process, the CES Member or Participating Entity and the Contractor encounters a situation and/or condition that they cannot agree on or resolve, CES has consultants under contract that either of the parties can engage to review, investigate, evaluate, and issue a written report on their findings and propose recommendations/solutions for addressing the concerns and issues.

Safety: All work shall comply with OSHA safety requirements and any additional applicable federal, state, or local fire and safety requirements. When specifications or scope of work will result in a violation of a code or result in an unsafe condition, the Contractor must inform the Eligible Agency of the situation.

1. The Contractor will not construct any sub-assemble, structure, or device or produce any condition that intentionally violates a fire, health, safety or UBC code or safety standard.
2. Contractor must advise Agency's contact person whenever work is expected to be hazardous to students, Agency's employees, or operators. Failure of the work to comply with currently adopted codes and requirements when a project is inspected, and a certificate of occupancy is required will be corrected by the Contractor at no additional cost of the owner.
3. Material Safety Data Sheets for any material supplied will be provided to the owner as part of the Project Close Documents or as request of CES Member or Participating Entity.
4. When working, loading, unloading, repairing, or operating equipment near an owner-used area, the prime Contractor will maintain a crewman in the area as a guard to keep students and adults from wandering in, if the area is not protected.
5. Fire extinguishers will be maintained within easy reach whenever power tools and torches are being used. The Contractor will advise the CES Member or Participating Entity contact person when volatile materials are to be used near air ventilation intakes, so that they can be shut down or blocked as directed.
6. All of the work and items supplied on this contract will comply with all current and applicable US Federal and State of NM Safety Standards, Statutes, Rules, and Regulations.

MSDS – Material Safety Data Sheets

The Contractor will furnish the CES Eligible Agency's representative(s) copies of MSDS' for all products used prior to use at any of the agency's facility. The Contractor must update copies of the MSDS on an annual basis and when any new products are introduced into any agency's facility or added to the contract prior to the product being used. The Material Safety Data Sheets shall comply with OSHA Regulation 1910.1200, Paragraph G.

Site Access: Access to the construction space will be limited to the way agreed upon by the parties. The Contractor shall hold CES and its Eligible Agencies harmless from damage from trespassing on property of others.

Site Cleanup: Contractor will clean up and remove all debris resulting from its work as required by the Member/ Participating Entity. The Contractor shall comply with all laws and regulations governing disposal of construction and hazardous materials. There shall be no dumping of construction debris or other material on the Agency's property. Any material that requires special handling as dictated by federal or state law shall be removed in compliance with the requirements of those laws. All such materials shall be removed from the site and properly disposed of by the Contractor.

Site Examination: Contractor shall familiarize itself with the site, in order to anticipate unseen problems that may develop as the work progresses. Failure to have visited the site before submitting a job order proposal shall in no way relieve the Contractor from furnishing any materials or performing any work required to complete the project in accordance with the contract documents, without additional cost to the CES Eligible Agency. If there is no written agreement signed by all parties, by the Contractor taking possession of the project site and commencing work, the Contractor acknowledges that the site's condition meets their expectations and requirements for completing the project.

If construction space is directly under, above, in or near the CES Eligible Agency's used space, the prime Contractor must agree to receive written approval from the contact person prior to interrupting any activities or programs.

Site Preparation: Prior to a purchase order being issued by a CES Eligible Agency, the size, location, and site conditions that exist at the time the Contractor takes possession and/or control must be clearly identified and stated in writing. The Contractor will not begin a project for which the site is not prepared or in the condition agreed upon in writing by the Member/Participating Entity, unless Contractor decides to accept the site as is and is willing to perform the preparation work necessary at no cost, or

until the Member/Participating Entity has included the cost of site preparation in a purchase order to CES. Site preparation may include, but is not limited to, moving furniture, clearing the site, securing the site, installing wiring for networks or power and similar pre- installation requirements.

Site Supervision: During all phases of a project, the Contractor will have a qualified and experienced foreman in the area of construction being performed; the individual must be qualified and knowledgeable of all specifications and requirements of the project and provide continuous supervision and coordination of activities to assure that project outcomes are met.

1. When working or operating equipment near an owner-used area, the prime Contractor will maintain a crewman in any unprotected area to keep students and adults from wandering into the area.
2. All equipment, tools and machines used in the performance of this work by either the prime Contractor or subcontractors will be maintained in satisfactory working conditions and meet or exceed industry standards at all times.
3. When fixtures, such as air conditioning and other equipment are moved to perform work, they will be placed in a protected area so as not to damage any part or component. Appropriate measures will be taken to prevent rust, vapors, gases, or odors from entering the owner-occupied areas used during the construction or repair services. Appropriately licensed tradesmen will perform all required disconnections and reconnections. Any damage caused by the disconnection, storage, or reconnection of equipment will be repaired at no additional cost to the CES Eligible Agency.

State Wage Rates: It is the contractor's responsibility to be acquainted with the New Mexico Department of Workforce Solutions rules, regulations, procedures, and requirements relating to state wage rates, and to comply with state and federal regulations regarding payment of wages on public projects. The construction contractor will pay New Mexico prevailing wage rates for every job performed under this contract with a total project cost of Sixty Thousand Dollars ($60,000) or more on an individual basis. The contractor under the Public Works Minimum Wage Act as cited under 13-4-10 through 13-4-17 NMSA 1978, will pay all mechanics and laborers employed on the site of the project by the contractor, unconditionally and not less often than once a week, and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications.

Subcontractors: If it is necessary for the Offeror to contract with third party firms to provide various goods and services, the following will apply:

1. In accordance with the "Subcontractor Fair Practices Act", 13-4-31 to 13-4-42, NMSA 1978, the following information is required to be submitted with any job order project:

A. The name of each subcontractor who will be performing work or rendering service on the public works project and whose total contract will be the greater of:
    1) Five Thousand Dollars ($5,000); or
    2) One half of one percent (.005%) of the total project (to be estimated by the architect and/or engineer of record).
B. Address of the place of business
C. Subcontractor license number
D. Type of work or services to be performed by the subcontractor.
E. Pursuant to Section 13-4-38 NMSA 1978, if an Offeror fails to list a subcontractor in excess of the listing threshold on any job order contract, and they do not state that the provider is a sole source or that they will put all work that exceeds the threshold to individual bid each time, they are stipulating that they are fully qualified to perform the proposed products and services themselves and that they will perform all work themselves. After the specific job order contract award, any change in subcontractors must be approved by CES and the CES Eligible Agency, otherwise, the Offeror will be guilty of violation of the Subcontractors Fair Practices Act and subject to the penalties provided therein.

2. Subcontractor must be registered with New Mexico Department of Workforce Solutions, Public Works section.
3. CES and its Eligible Agencies reserves the right to approve, reject and replace any subcontractor proposed by the Offeror pursuant to 13-4-36 NMSA1978.
4. Subcontractors shall provide performance and payment bonds to prime Contractor if the sub-contract is greater than $125,000 pursuant to 13-1-148.1.
5. Any agreements with subcontractors shall incorporate, by reference, the terms and conditions of this solicitation and each individual project contract.
6. No subcontract requiring licensure will be entered into with any unlicensed party. Contractor must use subcontractors openly, include such arrangements in the proposal and certify upon request that such use complies with the rules of the NMCID, New Mexico Public Works Act and New Mexico Procurement Code.
7. Subcontractor Payment: Contractor agrees to pay subcontractors in a timely manner and in accordance with the New Mexico Prompt Payment Act pursuant to 57-28-5 NMSA 1978. If Contractor receives a progress payment from CES, the Contractor will pay subcontractor(s), "…within seven days after receipt of payment from the owner, contractor or subcontractor…" pursuant to 57-28-5 C. NMSA 1978. CES will contract to provide release of liens from subcontractors within fifteen (15) days of date of payment. Failure to pay subcontractors, pursuant to 57-28-5 C. NMSA 1978, for work faithfully performed and properly invoiced can result in the suspension or cancellation of this contract.
8. Subcontractor's labor used must be of a standing or affiliation that will permit the work to be carried on harmoniously,

without delay and will not cause any disturbance, interference, or delay to the progress of the project. Subcontractor and lower-tier subcontractors will not employ anyone whose employment might be objected to by prime Contractor or Member.

9. It is the responsibility of the Contractor to inform all suppliers and subcontractors that this contract is a cooperative purchasing contract and that the CES Eligible Agency must make payments to CES before CES can issue progress payments to the Contractor. The Contractor must provide CES with all subcontractors and suppliers information utilized for any individual project performed.
10. Contractor and Subcontractor are responsible for complying with the provisions of §22-10.3.3.B NMSA 1978, regarding employees' having unsupervised access to students. The Contractor and Subcontractor may be required to obtain background checks for any employee working on a CES project per the CES Member's or Participating Entity's background check policy prior to accessing the project site.

Subcontractor Insurance: In addition to the Insurance requirements specified in the CES General Terms and Conditions the Contractor shall ensure that prior to commencing any work, any subcontractor shall procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form (Acord 25) and from insurers acceptable to the prime contractor. All subcontractors will provide worker's compensation insurance, which waives all subrogation rights against the prime contractor, CES, its Members and Participating Entities.

Substantial Completion and Project Acceptance:
When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall promptly prepare and submit a punch List that includes incomplete and non- compliant Work to be completed or corrected prior to final payment. Failure to include any item on a punch list does not alter the responsibility of the Contractor complete the work in accordance with the agreement between the Owner and the Contractor. Owner and Contractor shall agree on a close-out schedule to include equipment maintenance manuals, instructions, heating or cooling, utilities, insurance, etc. and establish the date of completion for Certificate of Substantial Completion.

Tests and Inspections:
Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction shall be made at an appropriate time. Contractor shall schedule tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, provided by the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals unless otherwise provided in the Contract Documents. The Contractor shall give the Owner and if applicable, the Design Professional, timely notice of when and where tests and inspections and approvals are to be made so that the Design Professional may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

Temporary Utilities: Cost for temporary utility services that are part utilized during the construction process will be identified and agreed upon in writing by the CES Eligible Agency. Utility services utilized by the Contractor to maintain a project office trailer, maintenance shop, storage facilities, security lighting, etc., will be the responsibility of the Contractor and can only be transferred to the Agency on written agreement specifically stating what Contractor's utilities it will be responsible for.

Warranty after Substantial Completion:
The Contractor shall, within 11 months after the date of Substantial Completion, correct all the Work that is found to be non-compliant. If after one year from the date of Substantial Completion any of the work is found to be deficient the Contractor shall correct it promptly after receipt of written notice from the Owner to do so, unless, the Owner has previously given the Contractor a written acceptance of such condition. During the eleven- month period for correction of the Work, if the Owner fails to notify the Contractor and gives the Contractor an opportunity to make the correction, the Owner waives the rights to require the correction by Contractor and to make a claim for breach of warranty.

WARRANTY – Construction:
Construction warranty refers to a **warranty** for **construction** that is given by the contractor for the project. Such **warranty** states that the substantially completed project is free of structural, electrical, plumbing, and other defects, and is fit for the intended purpose.

The prime Contractor will deliver materials to the worksite in new, dry, unopened, and well- marked containers showing product and prime Contractor's name. Damaged or un-labeled materials will not be accepted. The prime Contractor will deliver materials in sufficient quantity to allow for continuity of work. Delivery will be coordinated with the CES Member or Participating Entity contact person.

Contractor warrants that all construction and related services provided shall be performed in a good workmanlike manner, by workers who are appropriately trained and experienced in the work being performed, in accordance with all requirements of

the contract documents, industry standards for projects of similar type and quality, and all applicable laws, codes, regulations, and other requirements including safety requirements.

Contractor further warrants that all equipment, software, construction products and services delivered under this contract will conform to the specifications of this contract. Offeror must agree to assist the purchaser in reaching a solution regarding a dispute with the manufacturer over a warranty's terms and comply with the following:

1. Contractor warrants that any construction products and services, equipment or material supplied to CES, or its Members or Participating Entities will conform to all requirements of the contract and all representations of Contractor and will be fit for all purposes and uses as required and defined for each individual project. All work performed, equipment and materials must carry a minimum 12- month warranty that includes parts, labor, and reimbursable expenses.
2. Contractor warrants that for one (1) year after acceptance of the individual project, the work performed, equipment and/or materials provided to the CES Member or Participating Entity will be:
    a. Of a quality to pass without objection in the industry or trade normally associated with them;
    b. Fit for the intended purpose(s) for which they are being purchased and/or being used;
    c. Of even kind, quantity, and quality within each unit and among all units, in the variations permitted by the contract;
    d. Adequately contained, packaged, and marked as the contract may require; and
    e. Conform to the written promises or affirmations of fact made by Contractor. Any extended manufacturer's warranty that is obtained to meet the 12-month requirement will be passed to the CES Member or Participating Entity without exception. CES reserves the right to cancel the contract if Contractor charges the agency for any product and/or service received at no cost under a warranty.
3. The Contractor will be responsible for ensuring that all warranty work is completed either by performing the work itself or by working with the Agency to have it completed by a third party or subcontractor. The Contractor will remain available to the Agency should added services be required after warranty obligations are met. Even if final payment is made, if the Agency discovers an unfinished or missing job component or improperly installed material or equipment during the first year after acceptance which should have been completed as part of the original project scope of work, the Contractor will complete the work in a timely fashion at no additional cost.
4. The Contractor may offer extended warranties and maintenance agreements for additional cost to the CES Eligible Agencies as a separate line item. Upon request, no-cost training must be offered by the prime Contractor for the maintenance staff of the Agency and will be arranged after the installation and as part of the purchase contract.

18. **North Dakota, North Dakota Educators Service Cooperative (NDESC)**
General Terms and Conditions (All Categories)

a. **Governing Law:** The laws of the State of North Dakota govern all contracts resulting from this solicitation. Each provision of law and clause required by law to be included in a contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction.

b. **Governing Venue:** The resulting contract award shall be deemed to have been made and performed in Cass County, North Dakota. For venue, all legal arbitration or causes for action arising out of the resulting agreement shall be brought to the courts of Cass County, North Dakota.

c. **Hazardous Substances:** All hazardous products purchased by participating agencies shall include a Safety Data Sheet (SDS) with the delivery.

d. **Lease and Rental Agreements:** The Vendor may allow participating agencies to enter into a rental, lease, or lease-purchase agreements, providing such agreements comply with North Dakota Statutes and guidelines. NDESC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the Vendor and the participating agency. The Vendor agrees that leases will comply with the Uniform Commercial Code. The applicable administrative fee must be included in the lease cost based on the total value of the goods and applicable services purchased. This fee is referred to under the Technical Specifications. The Vendor should attempt to work with NDESC's current leasing vendor. Should the Vendor be required to utilize their own financial leasing company, this should be noted/requested as an exception. In the event of a lease, the total administrative fee for the value of goods shall be paid to NDESC by the vendor at the front end of the lease. NDESC reserves the right to review all purchase orders, lease documents and invoices to ensure contract compliance.

e. **Non-Discrimination:** Any resulting contract for on or behalf of participating agencies, said Vendor agrees to:
   i. That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, because of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
   ii. That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;
   iii. That a violation of this section is a misdemeanor; and
   iv. That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, shall be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

f. **Participating Agency:** A participating agency shall be defined under Chapter 54-40.3 of the North Dakota Century Code, as amended. An eligible agency includes any school, higher education, city, county, other governmental agency, nonprofit organization, or other entity contracted to conduct business on behalf of a participating agency provided that they are required to follow state and local procurement regulations.

g. **Substance Use and Conduct:** All Vendor partners and subcontractors must adhere to local substance (alcohol, drug, smoking, etc.) and conduct (dress code, language, parking, etc.) policies while on a participating agencies' premises.

h. **Vendor Orientation:** The Vendor and their participating resellers/sub-contractors will be required to participate in an online training session that is designed to educate the Vendor and resellers/sub-contractors on the purpose and nature of NDESC. The Vendor will not be marketed to participating agencies until they have completed the vendor orientation session.

8. **Additional Participating Agency Terms and Conditions for Non-Construction Products and Services**
If requested by NDESC, the contracted vendor will work with NDESC to develop an order form, or order forms, containing the most commonly purchased items, that NDESC can utilize to market the contracted vendor to its participating agencies.

9. **Additional Participating Agency Terms and Conditions for Construction Related Products and Services**
Upon acceptance and approval of the Vendor's offer by AEPA, NDESC will independently consider the offer and consult with the Vendor determine if the Vendor can meet the requirements for construction- related products and services, according to Chapter 48-01.2 of the North Dakota Century Code, and to enter and execute a contract in the state of North Dakota. Once NDESC and the Vendor can confirm that business can be conducted in North Dakota, NDESC will make a final decision to complete the contract execution process.

For all quotes provided to participating agencies, for construction-related projects, products and services, the contracted vendor must also send a duplicate quote to NDESC. The quote provided to NDESC must include the contact information of the participating agency.

Performance Bond *(for construction and/or installation related projects)*: Performance bonds will be required on all projects valued at fifty-thousand dollars ($50,000) or more in North Dakota. All performance bonds will be issued by a corporate surety authorized to do business in the state in which the work will be conducted and by a surety listed in the US Treasury Circular 570. Performance bonds will be posted by the Vendor and submitted to the specific participating agency for the assigned project. Should the contract be the result of a piggyback agreement, performance bonds will reflect each state's bonding requirements.

The Vendor will execute a performance bond in an amount equal to one hundred percent (100%) of the value specified in the contract between the participating agency and the Vendor unless the participating agency requires less to be posted. This bond will protect all persons supplying labor and material to the Vendor for the performance of the work provided in the contract. Subcontractors who may work on the contract may have to provide the Vendor with a performance bond. If the contract price increases after the bond is provided, the participating agency may consider obtaining additional bonds from the Vendor.

The Vendor will deliver the performance bond to the eligible participating agency at the time the contract is executed between the agency and the Vendor. Work will not commence between the Vendor and the eligible participating agency until the performance bond is received by the participating agency and a copy has been sent to NDESC via email (info@purchasingconnection.org). The Vendor will be responsible for providing NDESC with a copy of all contracts and bonds following NDESC purchasing procedures. Should the Vendor fail to satisfactorily perform the contract, the bonding company that provided the performance bond will be required to pay the dollar amount of the bond to the participating agency.

It is the Vendor's responsibility to ensure that they can obtain the required bonding for all construction products based on an awarded contract arising from this solicitation. Payment will not be issued for any project for which the required bonds have not been received.

With said construction based project, the participating agency may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this solicitation and resulting Master Contract Agreement (i.e. project timeline, completion dates, progress payments, delivery requirements, invoice requirements, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Vendor and the participating agency. NDESC, its agents, members, and employees shall not be a party to any claim for breach of such agreement.

10. **Insurance**

The Vendor shall purchase, maintain and provide certification from the insurer for minimal coverage during the life of an awarded contract, to include, but not limited to, comprehensive public and/or commercial liability, errors and omissions, workman's compensation, unemployment, and other insurance coverage required by and applicable to each of NDESCs individual state's statutes and federal laws which proposed products and services will be offered and provided. The Vendor shall provide a Certificate of Insurance (COI) from the issuing company or their authorized agent, identifying the coverage required below and identifying NDESC as a "Certificate Holder". Any required insurance that is canceled before the expiration date of the contract agreement, the issuing company will send immediate notice to NDESC. COIs must be updated and sent to NDESC upon insurance coverage renewal. Respondents shall provide a statement of insurance from the issuing company or their authorized agent with their proposal. The Vendor shall meet the following requirements:

a. Commercial General Liability: $1,000,000 each occurrence, $500,000 annual aggregate
b. Automobile Liability: $1,000,000 each occurrence
c. Workers Compensation: $100,000

NDESC reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. The Vendor shall provide the COI with their submission.

11. Procedure for Contract Award, Notification and Processing Orders

Once the award is recommended by the AEPA Review Committee, NDESC considers the recommendation based on the value of the potential contract for its participating agencies. In the event of an award by the NDESC Board of Directors, NDESC will inform its participating agencies of the award.

a. The contract will be listed and promoted on the NDESC website (**www.ndesc.org**).
b. Announcement of the contract award.
c. Upon award and completion of the vendor orientation, NDESC will promote the contract opportunity to its

membership in one or more of the following ways: websites; agency newsletters; hard copy marketing flier; Email announcements; contract catalog; and trade shows.

d. NDESC will require a marketing flyer, brochure, or other similar marketing pieces, in an editable, electronic format, from each vendor promoting the available contract with the vendor, and/or a web page or link. NDESC may assist in the development of the marketing flier and material (if requested by the vendor), but in all cases shall have the authority to review and approve any marketing materials. If a web site is used, the link will be made available from the NDESC web page. Any web page or link, or other marketing tools shall be dedicated to NDESC and/or AEPA information only.
e. When a participating agency identifies a desired product or service, the agency and the Vendor may negotiate with each other to establish a description of items and/or services. The Vendor shall quote a price to the member, using AEPA established discounts, including the two percent (2%) administrative fee in the quoted price not as a separate line item. The administrative fee shall be based upon the total cost of goods and/or services including installation costs.
f. Ordering Methods
    i. Participating agencies may use two (2) different methods of placing orders from the resulting contract: Purchase Orders (PO's) and procurement cards. The method of payment is at the discretion of the participating agency. Additional surcharges for the use of a procurement card must be clearly outlined.
    ii. A PO may be issued to the Vendor on behalf of the participating agency ordering the services covered under the resulting contract. An issued PO will become part of the resulting contract. The PO indicated that sufficient funds have been obligated toward the purchase.
    iii. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
    iv. Performance under this contract is not to begin until receipt of a PO, procurement card order, or other notification to proceed by the participating agencies to proceed.
g. NDESC requires that all participating vendors offer the contract opportunity to all NDESC participating agencies.

12. Administrative Fees and Reporting

The administrative fee is to be paid by the Vendor to NDESC, quarterly, within 20 working days after the end of each fiscal quarter. The AEPA vendor shall also submit to NDESC a sales report, in Excel format, listing the following information:

a. Name of purchasing agency
b. Address of purchasing agency (city, state, zip code)
c. Date of purchase
d. Invoice number
e. Amount of purchase
f. Administrative fee generated by sale
g. Savings generated by sale

This report shall include all sales made and payments received by the Vendor in said quarter. The sales report shall be emailed to Jane Eastes at jeastes@lcsc.org mailto:mmattson@lcsc.organd copied to Lori Mittelstadt at lmittelstadt@lcsc.org. Payments must be received either via check or authorized ACH. An ACH enrollment/authorization form must be provided to NDESC for completion. ACH remittance notification must be sent to the individual indicated on the ACH enrollment/authorization form prior to ACH payment. If mailing a check, the payment shall be delivered to Jane Eastes, NDESC, 1001 East Mt. Faith, Fergus Falls, MN 56537. The check shall be made out to Lakes Country Service Cooperative.

13. **Express Online Marketplace**

NDESC provides participating agencies with an online purchasing platform called Express, powered by EqualLevel. Through Express, agencies can search for and purchase items. Essentially, Express is a one-stop-shop for many of NDESC's commodity-based contracts. A Vendor does not have to have an e-commerce site to be included in Express. NDESC expects growth in the number of agencies utilizing the marketplace and the volume of sales to grow significantly. NDESC will work with the Vendor to determine if the contract agreement is suitable for the online platform. If deemed suitable, NDESC will require integration into Express promptly.

20. **OHIO COUNCIL OF EDUCATIONAL PURCHASING CONSORTIA (OCEPC)**

A. **General Terms and Conditions that apply for all Categories:**

1. Compliance with Laws/Forum Designation

Contractor shall comply with Federal, State, and Local Laws, Codes and Regulations while fulfilling the contract. It is the Contractor's responsibility to be aware of and comply with all state and local laws governing this procurement. Applicable laws, codes, and regulations (etc.) must be followed even if not specifically identified herein. Contractor shall verify to the Ohio Council of Educational Purchasing Consortia (OCEPC), its Member Agencies and other qualifying purchasers that the Contractor is complying with all Federal, State and Local Laws, Codes and Regulations while fulfilling the contract. Moreover, this contract shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to its principles of conflict of law. Legal proceedings arising under this contract shall be brought in an Ohio Court of Common Pleas of the County where the Member Agency's main office is located.

2. Delinquent Tax Affidavit

Contractor shall provide an affidavit relating to delinquent taxes as may be required by Ohio Revised Code Section 5719.042.

3. Secretary of State Registration

Contractor shall meet and maintain all registration requirements as necessary to conduct business in the State of Ohio, including but not limited to registration with the Ohio Secretary of State.

4. Findings for Recovery

Contractor warrants and represents that it is not subject to a finding for recovery under Ohio Revised Code Section 9.24, or that Contractor has taken the appropriate remedial steps required under Ohio Revised Code Section 9.24, or otherwise qualifies under Ohio Revised Code Section 9.24.

5. Ohio Workers Compensation Insurance

Contractor, and any subcontractors hired by Contractor shall, at their own expense, maintain in force for the duration of the project workers' compensation and employer's liability insurance as required by the laws of the State of Ohio.

6. Project Personnel, Student Safety and Background Checks

Member Agency shall have the right to reject the participation of any personnel of Contractor in the performance of the services if, in relation to the work assigned to them, the Member Agency deems such personnel to lack the skill, experience and expertise required to perform the services or if Member Agency considers their performance to be substandard or otherwise detrimental to the proper completion of the services. Contractor will advise Member Agency promptly of any change in the project manager or other key personnel assigned to the performance of the services.

Contractor acknowledges that the safety of the Member Agency's students, employees, officials and guests is of the utmost importance. Contractor will endeavor to ensure that its officers, employees, agents, representatives, and consultants will take no action that would jeopardize the safety of the Member Agency's students, employees, officials, or guests. The Member Agency reserves the right to require Contractor's officers, employees, agents, representatives and consultants to wear identification and stay in designated work areas at all times while on the Member Agency's property. The Member Agency shall have the right to effect the immediate removal of any person associated in any way with Contractor from Member Agency property for failure to wear identification, for being outside a designated work area, for fraternizing with or engaging in any improper behavior directed toward or in the vicinity of students, employees, officials, or guests of the Member Agency or for any other good cause.

Contractor shall perform or cause to be performed an Ohio Bureau of Criminal Investigation and Identification and Federal Bureau of Investigation criminal background check of any personnel that will be performing the services within the proximity of minors. Contractor shall notify the Member Agency of any proposed employee who has been convicted, pled guilty or pled "no contest" to a criminal offense, and the Member Agency reserves the right to reject the proposed employee with a criminal background. No person shall be employed by Contractor who has been found guilty of any of the criminal offenses enumerated in Ohio Revised Code Section 3319.39 without prior approval of the Member Agency.

7. Independent Contractor

Contractor shall be an independent contractor and neither Contractor nor any of its subcontractors, nor the employees of any thereof, shall be deemed to be the servants, employees, or agents of Member Agency. Contractor shall be responsible for paying all costs related to its employees and managers performing the services. Contractor shall remain liable and responsible to Member Agency for all of its obligations under this contract, regardless of whether the services are performed by the Contractor or a subcontractor of any tier.

8. Ownership of Instruments of Service

Drawings, data and other documents prepared by, or with the cooperation of, the Contractor pursuant to this contract shall become, upon payment of all undisputed compensation due the Contractor from the Member Agency, the property of the Member Agency. Such drawings, data or other documents may be used by the Member Agency or others employed by the Member Agency without compensation to the Contractor.

9. Audit

Member Agency may audit and inspect Contractor's records and accounts at any time during the Contractor's performance of the services and for a period of two (2) years following the completion or termination of the services for the purpose of verifying any invoice and underlying documentation presented by Contractor, it being understood that Contractor agrees to preserve all such documents through such two- (2) year period.

10. Notices

Unless otherwise expressly provided in this contract, all notices and other communications given under the contract shall be in writing and shall be deemed effective upon receipt by the addressee at its address as set forth in the contract or at such other address as such party shall have notified the other in writing.

11. Non-Appropriation

If the Member Agency fails to appropriate sufficient monies in any fiscal year for payments due under the contract and other funds are not available for such payments, then a "Non-Appropriation" shall be deemed to have occurred. If a Non-Appropriation occurs, then Member Agency will give Contractor prompt notice of such Non-Appropriation. This contract shall thereupon terminate without penalty or expense to the Member Agency.

12. No Personal Liability

It is understood and agreed that under no circumstances will the Member Agency's board members, officers, employees, or agents be personally liable for any obligations or claims arising out of or related to the contract.

13. Miscellaneous

Headings and titles of articles, paragraphs and other subparts of this contract are for convenience of reference only and shall not be considered in interpreting the text of this contract.

14. Successor and Assigns

OCEPC and the Vendor each binds himself and his partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither OCEPC nor the Vendor shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officers of OCEPC, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement.

This contract and any appendices constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto.

No contract amendments can be made without the approval of the AEPA membership.

B. Non-Construction Products and Services:

1. Bus Purchases

For the purchase of school buses, the successful Contractor shall provide bonds required by Ohio Revised Code Sections 153.54 and 153.571.

C. Construction Products and Services:

For construction improvements, the following shall apply:

1. The successful Contractor shall provide such bonds required by Ohio Revised Code Sections 153.54 and 153.571.

2. Progress payments and retainage shall be in accordance with the provisions of the Ohio Revised Code including Ohio Revised Code Sections 153.12 and 153.14.

3. In the event that the agreement is subject to the prevailing wage requirements of either Ohio Revised Code Chapter 4115 or the Davis-Bacon Act, then the contract between the Member Agency and the

Contractor shall contain the applicable rates and such terms and provisions as may be required by law.

4. Contractor shall comply with all applicable licensing requirements, including those of the Ohio Construction Industry Licensing Board.

D. **Procedures for Processing Orders:**

The OCEPC will keep informed its Member Agencies and other qualified purchasers of contract information via web site and through other marketing strategies. A list of OCEPC Member Agencies along with addresses, phones, contacts, etc. will be made available to successful Contractors. After contracts are awarded, Contractors may contact the OCEPC Member Agencies and other qualifying purchasers concerning their products and services.

Participating Member Agencies and other qualified purchasers will submit all purchase orders directly to the Contractor.

The Contractor price shall include a two percent (2%) administrative fee that the Contractor will collect from the Member Agency or other qualified purchaser. Administrative fees are to be remitted to the OCEPC on April 15, July 15, October 15 and January 15 of every calendar year with checks payable to the Southwestern Ohio Educational Purchasing Council, 303 Corporate Center Dr. Suite 208, Vandalia, OH 45377.
The Contractor will compile a quarterly report showing all purchases made by the OCEPC Member Agencies and other qualified purchasers under this contract at the conclusion of each calendar quarter. These reports shall be attached to the administrative fee remittance.

E. **Agencies Allowed to Purchase under Member Agency:**

All member cooperatives of the OCEPC and their individual Member Agencies are eligible to participate and purchase from the awarded AEPA contracts. All Ohio K-12 school districts, including Boards of Developmental Disabilities, Educational Service Centers, and Instructional Technology Centers, are eligible to participate and purchase from the awarded AEPA contracts. In addition, all colleges and universities, state, cities, counties, townships and other governmental agencies are eligible to participate if the AEPA contracts satisfy their individual procurement requirements.

Revised: December 2, 2009
Approved: December 14, 2009
Reviewed: May 12, 2010
Revised: May 27, 2011
Reviewed and Approved: September 14, 2011
Reviewed and Approved: May 14, 2014
Revised and Approval: May20, 2015
Reviewed and Approved: May 18, 2016
Revised and Approved May 17, 2017
Reviewed and Approved May 15, 2019
Review and Approved January 6, 2021

21. **Oregon, Intermountain Educational Service District (IMESD)**

A. Additional Agency Terms and Conditions – all categories

Intermountain Education Service District ("IMESD") is an educational service district organized under the laws of the STATE OF OREGON. Pursuant to Oregon Law ORS 279A and IMESD is authorized to cooperate with other entities and in such regard is authorized to cooperate with them in the purchasing of goods and services pursuant to these contract documents. As other entities cooperate with IMESD to take advantage of the goods and services made available pursuant to these contract documents, the terms and conditions of any such sales shall be in accordance with the contract documents.

Additionally Senate Bill 3184 enables Oregon's Education Service Districts to offer the services they provide to component school districts to other organizations. For the past 10 years, the InterMountain ESD (formerly Umatilla-Morrow ESD) has been a leader in expanding revenue available for schools and IMESD programs by providing these services outside of 19 local school districts. *(Reference: ORS 334.185*)

Under Oregon public contracting rules, each individual public agency will have its own local rules it must adhere to, in addition to statewide public contracting laws. InterMountain Education Service District does not presume that its cooperative purchasing program will necessarily comply with every agency's internal public contracting rules. We always advise potential customers to review the bid solicitation carefully and recommend review by their legal department and/or procurement personnel to assure that contracting laws are complied with.

ADVERTISING AND MARKETING: Bidders must demonstrate they possess the necessary resources and have a proven track record to market, offer, obtain, deliver, install and provide the sales and technical support services to IMESD and its participating agencies within the state of Oregon in a timely and cost effective manner.

APPLICABLE LAW AND VENUE: Any dispute arising out of any of the contract documents, or out of their performance, shall be decided by ligation in the Circuit Court of the State of Oregon in the county of Owner's residence, the parties consenting to jurisdiction in said court and permanently waiving jurisdiction in any other court, state or federal. In the event of litigation the prevailing party shall be entitled to an award of reasonable attorney's fees and costs at trial and upon any appeal thereof.
In the event that the successful bidder breaches a term of condition of a contract awarded, the IMESD may terminate the contract. In addition to the right to terminate due to the successful bidder's breach, and all other rights and remedies contained in other provisions, the IMESD reserves all its rights and remedies at law and in equity available due to the breach.
HAZARDOUS CHEMICALS: The Successful bidder shall supply current MSDS for all products as required below even if these sheets have been supplied in previous years.
The agencies participating on IMESD agreement will need MSDS and labels for certain products defined as hazardous chemicals by the State of Oregon in accordance with ORS 654.025(2) and 656.726(3). The successful bidder has the responsibility to determine such products and to provide MSDS and labels for such products. The MSDS shall be received by the IMESD by or at the time of the initial shipment of such products.
These requirements have been determined by the State of Oregon Workers Compensation Department, and published as Oregon Administrative Rules 437, Division 2 Hazard Communication. This document is available from Hazard Communication Coordinator, Accident Prevention Division, State of Oregon, Labor and Industries Building, 350 Winter St. NE, Salem, OR 97310, phone: (503) 378-3272 or (800) 922-2689 any local Accident Prevention Division Office.
HOLD HARMLESS: Bidders shall indemnify, hold harmless, and defend the IMESD from any and all liabilities, settlements, losses, penalties, costs, expenses, attorney fees (including attorney fees on appeal) in collection with any action, suit or claim based upon or allegedly based upon, resulting from or allegedly resulting from the successful bidder's negligence, omission, activities or services provided pursuant to a contract awarded to such bidder.

LAW OF THE STATE OF OREGON: Any contract between the IMESD and a bidder shall be entered into within the State of Oregon, and the laws of said state, whether substantive or procedural, shall apply to the contract.

In addition to any requirements listed, vendor shall comply with all, current, applicable state, federal and local laws, regulations and ordinances. If through mistake or otherwise any such provision is omitted then submission by either IMESD or the vendor-partner the contract shall be amended to make such inclusion or correction. IMESD Also reserves the right to amend the contract resulting from state law changes. Vendor-partners will be sent written notification of such changes.

SEVERABILITY: The parties agree that if any term or provision of a resultant contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

TAXES: Taxes, whether State or Federal, shall not be included in bid prices. Our Employer Identification No: 93-6000924 indicated our tax exemption status as a political subdivision. Contractor must certify compliance with the Oregon tax laws in accordance with ORS 305.385 when applicable.

B. Additional Agency Terms and Conditions – Non-construction Products and Services

None

C. Additional Agency Terms and Conditions – Construction Products and Services

1. Prevailing wage rates/Davis-Bacon.
As set forth in the conditions below, if this is a public works project (as defined below) Oregon State prevailing wage rates will apply unless exempted. If federal funds are being used, Bidders must take into account the need to comply with the Davis-Bacon Act. If both the federal and state prevailing wages are required the Contractor is required by law to pay the greater of the applicable prevailing wage. Pursuant to ORS 279C.365 no bid will be considered unless the bid contains a statement by the Bidder as a part of its bid that the provision of ORS279C.840 will be complied with.

(a) If contract is $50,000.00 or under and there are no federal funds involved the contract is exempted from prevailing wages pursuant to ORS 279C.810(2) (a).

(b) If contract exceeds $50,000.00 and there are no federal funds involved, existing prevailing wage rate of the State of Oregon will apply. No worker may be paid by any Contractor or Subcontractor a wage less than the wage required by ORS 279C.840. Every subcontract shall include the requirements of this section. Prevailing wages, state and federal, can be seen at the websites referred to in Section 6(a), Additional Requirements of Oregon Law for Public Contracts, Public Works, and Improvements and Miscellaneous Provisions.

(c) If contract exceeds $50,000.00 and/or federal funds are involved, unless otherwise exempted by law, Contractor shall comply with ORS 279C.800 to 279C.870 relating to the payment of prevailing wages; Contractor shall also comply with the federal Davis-Bacon Act to the extent applicable. No worker may be paid by any Contractor or Subcontractor a wage less than the wage required by ORS 279C840 and if the state and federal prevailing wage laws both apply, Contractor shall pay as wages the great of the applicable prevailing wage. Every Subcontractor shall include the requirements of this section. Additional Requirements of Oregon Law for Public Contracts,

2. Residence status of Bidder
Each Bidder must identify in its bid whether the Bidder is a resident Bidder, as defined in ORS 279A.120.

3. Licensure
If the contract involves asbestos or asbestos abatement, the contactor or subcontractor must be licensed under ORS 468A.720.

4. Bonding
If this contract is a public improvement contract in excess of $100,000.00, at the time of the execution of the contract, the successful Bidder shall also deliver to the Owner good and sufficient bonds endorsed on forms supplied by Owner, in sums equal to the contract price, for the faithful performance of the contract, and for the payment of all claims for labor, materials, equipment, and rental equipment that may result from work performed pursuant to the contract documents. The successful Bidder shall not be allowed to execute the contract without the concurrent delivery to the Owner of the bonds required by this paragraph on the required forms. At owner's sole discretion, Contractor shall be subject to disqualification and forfeiture of bid security for breach of this section. If Bidder is disqualified, Owner may award the contract to another Bidder.

5. Subcontractor Disclosure
Unless exempted by ORS 279C.370(1)(c) for public improvement contracts, all Bidders shall within two hours of the date and time of the deadline when bids are due submit information about certain first-tier Subcontractor when the contract value for public improvements is greater than $100,000 (see ORS 279C.370). Specifically, when the contract amount of a first-tier Subcontractor furnishing labor or labor and materials would be greater than or equal to:

(i) 5% of the project bid, or $15,000, or
(ii) $350,000 regardless of the percentage, Bidders must disclose the following information about that Subcontractor:

(a) the Subcontractor's name, and
(b) the category of the work that the Subcontractor would be performing, and
(c) the dollar amount of the subcontract

If Contractor will not be using any Subcontractors that are subject to the above disclosure requirements, Contractor is required to indicate "NONE" on the reply form.
THE OWNER MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE.

FIRST TIER SUBCONTRACTOR DISCLOSURE FORM

Project name:
Bid #:
Bid Opening Date:
Name of Bidding Contractor:
Required Disclosure Deadline:

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award.

See the certification above the signature line on the second page of this form regarding the Subcontractors that must be disclosed.

The Owner will insert "NA" above if the contract value is not anticipated to exceed $100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above.

This form may not be submitted by facsimile. It is the responsibility of Bidders to submit this disclosure form and any additional sheets, completely filled out and signed, by the specified disclosure deadline.
List below the name of each Subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the Subcontractor will be performing and the dollar value of the subcontract. Enter "None" if there are no Subcontractors that need to be disclosed. (Attach additional sheets if needed.)

NAME OF SUBCONTRACTOR	CATEGORY OF WORK	DOLLAR VALUE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

CERTIFICATION

It is certified that the above listed first-tier Subcontractor(s) are providing labor, or labor and material, with a dollar value equal to or greater than:

(a) 5% of the total Contract Price, but at least $15,000 [if the dollar value is less than $15,000 do not list the Subcontractor above], or

(b) $350,000 regardless of the percentage of the total Contract Price.

Form submitted by (insert Bidder name):
Contact name:
Telephone number:

Additional Requirements of Oregon Law for Public Contracts, Public Works, and Improvements; Miscellaneous Provisions

"Owner" means the public entity executing the Contract of which these provisions are a part.
"Public improvement" means projects for construction, reconstruction or major renovation on real property by or for a public agency. "Public Works" shall mean roads, highways, buildings, structures and improvement of all types, the construction, reconstruction, major renovation or painting of which is carried on or contracted for by any public agency to serve the public interest by does not include the reconstruction or renovation of privately owned property which is leased by a public agency.

(1) In reference to ORS 279B.220 and 279C.505. Contractor shall:

(a) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in the contract.

(b) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or Subcontractor incurred in the performance of the contract.

(c) Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished.

(d) If the contract is for a public improvement, demonstrate to Owner that Contractor has an employee drug testing program in place.

(e) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

(2) In reference to ORS 279C.515 regarding contracts for public improvements:

(a) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the Owner may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of such contract.

(b) If the contract is for a public improvement and if the Contractor or a first-tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the contract within thirty days after receipt of payment from the Owner or a Contractor, the Contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten day period that payment is due under ORS 279C.580(4)and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on ninety-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty days after the date when payment was received from the Owner or from the Contractor, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.

(c) If the contract is for a public improvement, or is related to a contract for a public improvement, and if the Contractor or a Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the contract, that person may file a complaint with the Construction Contractor's Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

(d) The payment of a claim in the manner authorized in this section of this contract shall not relieve the Contractor or the Contractor's surety from any obligation with respect to any unpaid claims.

(3) Relating to ORS 279B.020 and ORS 279C.520. Contractor shall comply with ORS 279B.020 and ORS 279C.520 in their entirety (when applicable), and in this regard:

(a) No person shall be employed for more than ten hours in any one day, or forty hours in any one week except in cases of necessity, emergency, or where the Owner absolutely requires it, and in such cases, the employee shall be paid at least time and half pay:

(i) For all overtime in excess of eight hours a day or forty hours in any one week when the work week is five consecutive days, Monday through Friday; or

(ii) For all overtime in excess of ten hours a day or forty hours in any one week when the work week is four consecutive days, Monday through Friday; and

(iii) For all work performed on Saturday, Sunday, and on any legal holiday specified in ORS 279B.020 and 279C.540.

(iv) Contractor shall comply with the notice and posting requirements of ORS 279B.020 and 279C.520(2). Contractor shall pay employees for overtime work performed under this Contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq.).

(4) If the contract is for a public improvement, Contractor shall at its sole expense comply with any and all applicable statutes or ordinances, and all regulations of any agencies, whether federal, state, local or tribal, dealing with the prevention of environmental pollution and the preservation of natural resources including without limitation water that affect the performance of this contract.

The following agencies, as well as others, may have pertinent regulations:

Federal: Army Corps of Engineers, Federal Energy Regulatory Commission, Environmental Protection Agency, Dept. of Human and Health Services, Dept. of Interior including but not limited to the US Fish and Wildlife Service, Department of Labor, and Water Resources Council.

State: Columbia River Gorge Commission, Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Human Resources, Soil and Water Conservation Commission, and Oregon Water Resources Department.

Local: City and County wherein the project is to be undertaken.

Tribal: Confederated Tribes of the Umatilla Indian Reservation.

(5) In relation to ORS 279B.230 and 279C.530, Contractor shall comply in their entirety, and in this regard:

(a) Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

(b) All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

(6)

(a) If the contract is for public works and is over $50,000, Contractor, unless otherwise exempted by law, shall comply with ORS 279C.800 to 279C.870 relating to the payment of prevailing wages; Contractor shall also comply with the federal Davis-Bacon Act to the extent applicable. The prevailing rates of wage, state and federal, made available on the internet are hereby incorporated by reference; they may be seen at various sites including at www.boli.state.or.us/BOLI/WHD/PWR and www.access.gpo.gov/davisbacon/or.html. If the state and federal prevailing wage laws both apply, Contractor shall pay as wages the greater of the applicable prevailing wage. Contractor shall comply with all wage reporting and certification requirements of the prevailing wage laws and/or the Davis-Bacon Act, as applicable.

(b) Before starting Work the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Laws 2005, Chapter 360, and OAR 839-025-0015, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond

(7) The following apply to contracts for public improvements:

(a) Contractor shall comply with ORS 279C.580, dealing with Contractor's relations with Subcontractors. Without limiting the generality of the foregoing, in this regard Contractor shall include a clause in each subcontract for property or services entered into by the Contractor and a first-tier Subcontractor, including a material supplier, for the purposes of performing the contract:

(i) that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten days out of such amounts as are paid to the Contractor by the Owner; and

(ii) that obligates the Contractor, if payment is not made within thirty days after receipt of payment from the Owner, to pay to the first-tier Subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause required by the preceding paragraph. The interest penalty shall be for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made, and shall be computed at the rate specified in ORS 279C.515(2).

(b) Contractor shall include in each of its subcontracts, for the purpose of performance of work in relation to project, a provision requiring the first-tier Subcontractor to include a before clause and an interest penalty clause conforming to the foregoing standards in each of its contracts and to require each of its Subcontractors to include such clauses in their

subcontracts with each lower-tier Subcontractor or supplier.

(c) Nothing stated herein shall be construed to preclude the negotiations allowed pursuant to ORS 279C.580(5).

(8) If any work supplied pursuant to the contract requires licensing with the Construction Contractors Board or the State Landscape Contractors Board, Contractor must be so licensed in order to submit a bid for the contract, and Contractor and all relevant Subcontractors must remain licensed during the period required for performance. Contractor certifies that all Subcontractors and workers will be properly licensed to perform the work required by this Contract before their commencement of work.

(9) If this contract is for public improvements, then retainage in the amount of 5% of the amount due shall be withheld in accordance with Oregon laws, including ORS 279C.550 et seq.

(10) If this contract is for a public improvement, and unless exempted by resolution of the Owner, Contractor shall comply with ORS 279C.380 and execute and deliver to Owner a good and sufficient performance bond and payment bond to be approved by Owner in a sum equal to the contract price.
By way of supplement to, and equally binding as, all of the foregoing:

(10.1) Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work and the Contract. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following as applicable: I) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Health Insurance Portability and Accountability Act of 1996; (iv) the Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A; as amended (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Owner's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS 279C.505, 279C.510, 279C.515, 279C.520, and 279C.530, which are incorporated by reference herein.

(10.2) Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and

(a) Contractor shall not discriminate against Disadvantaged, Minority, Women or Emerging Small Business enterprises, as those terms are defined in ORS 200.005, in the awarding of subcontracts (ORS 279A.110).

(b) Contractor shall maintain, in current and valid form, all licenses and certificates required by law, regulation, or this Contract when performing the Work.

(10.3) Unless contrary to federal law, Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work as described in ORS 701.005 under this Contract unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids to the Contractor.

(10.4) Unless contrary to federal law, Contractor shall certify that each landscape Contractor, as defined in ORS 671.520(2), performing Work under this Contract holds a valid landscape Contractor's license issued pursuant to ORS 671.560.

(10.5) The following notice is applicable to Contractors who perform excavation Work. ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503)232-1987.

(11) Contractor must certify compliance with the Oregon tax laws in accordance with ORS 305.385 when applicable.

(12) Upon receipt by Contractor of any notice or claim, pursuant to ORS 279C.600 et seq (concerning action against bonds) Contractor shall immediately notify Owner in writing.

(13) Unless agreed to by Owner in writing, Contractor may not assign, transfer, dispose of, or delegate its duties under the contract.

(14) Contractor shall be responsible for compliance with all local, state, tribal, and federal laws, applicable to any aspect of the work to be performed. It shall be Contractor's responsibility to determine the applicability and requirements of any such laws and to abide by them. Contractor shall indemnify, defend, and hold harmless Owner for any default or breach of Contractor in

this regard.

(15) The submission of a bid for this contract is certification by Contractor that Contractor has not discriminated and will not discriminate in violation of ORS 279A.110 against any minority, women, or emerging small business enterprises in obtaining any required subcontracts.

(16) If this contract is a public improvement contract for demolition, Contractor shall salvage or recycle constructions and demolition debris if feasible and cost-effective.

(17) If this contract is a public improvement contract for lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

(18) Any dispute arising out of any of the contract documents, or out of their performance, shall be decided by litigation in the Circuit Court of the State of Oregon in the county of Owner's residence, the parties consenting to jurisdiction in said court and permanently waiving jurisdiction in any other court, state or federal. In the event of litigation the prevailing party shall be entitled to an award of reasonable attorney's fees and costs at trial and upon any appeal thereof.

D. Procedure for Agencies Processing Orders under IMESD in Oregon

Once the award is made to the vendor, IMESD will market these contracts by: 1) including the contract on the IMESD website, 2) announcing the award in flyers, and 3) attending vendor events throughout school year. A list of schools, contact names, addresses and phone number can be accessed through the Oregon Department of Education website. At this point the vendor contacts schools and schools may contact the vendor. When the school/agency identifies a product or services and agrees on price it issues to Vendor a purchase order for that item or service, referencing the AEPA Bid number. The purchase order must include an additional one percent (2%) administrative fee in the total to be forwarded by the vendor to IMESD after the sale. All participating vendors agree to and are subject to audit proceedings of IMESD member sales.

Upon receipt of the purchase order, the vendor provides the goods or service listed on the purchase order. It is important to remember the vendor makes delivery to the member unless other arrangements are made in cooperation with IMESD. When all items and services on the purchase order have been delivered to the member in a complete and satisfactory manner, vendor then invoices the member for the goods and service. This invoice includes the additional one percent (2%) administrative fee to the total amount invoiced of the goods or service provided by the vendor. This percent is based on the total sales of goods or services. The member then pays the vendor including the one percent (2%) administrative fee. IMESD then invoices the Vendor for the 2% administrative fee based on the sale of goods and services collected by the vendor.

E. Agencies Allowed to Purchase under IMESD in Oregon

The InterMountain Education Service District (IMESD) participates in a national non-profit organization, the Association of Educational Purchasing Agencies (AEPA), which is a procurement vehicle. The mission of IMESD's involvement with AEPA is to cooperatively serve Oregon state agencies members through a continuous effort to explore and solve present and future purchasing needs. AEPA goals include working to secure multi-state volume purchasing contracts with benefits that are measurable, cost-effective and continuously exceed our state member's expectations. InterMountain Education Service District is the member agency representing Oregon in AEPA through an IMESD board approved Memorandum of Understanding between all participating states that are all political subdivisions related to K-12 education. All AEPA bids have been advertised by IMESD in Oregon.

Pursuant to Oregon Law, ORS 279A, InterMountain Education Service District is authorized to offer these contracts to other government entities including school districts, state universities, community colleges, special districts, local and state government.

There is no fee or annual dues to become an IMESD agency member to purchase. InterMountain Education Service District's contract management efforts are funded by a nominal administrative fee paid by the vendor based on sales volume.

22. Pennsylvania, Central Susquehanna Intermediate Unit d/b/a Keystone Purchasing Network

A. **Additional Member Agency <u>General Terms and Conditions that apply to all categories</u>**

The Keystone Purchasing Network (KPN) is a cooperative purchasing program operated by the Central Susquehanna Intermediate Unit under various state inter-governmental cooperation laws and includes members in several east coast states that currently includes Pennsylvania, Maryland, District of Columbia, New York and Delaware. All applicable Local, State and Federal laws and regulations will apply to any purchases of equipment, services or construction in any of these states and to other states that may be added under the KPN membership throughout the term of these contracts.

Marketing and Advertising under this Agreement: Vendor will actively promote the resulting contract in Pennsylvania, Maryland, District of Columbia, Delaware and New York States. Vendor will comply with the AEPA Marketing program along with the requirement listed below.

1. Vendor will include the approved KPN logo, web address, contract number and toll free number in all print electronic mail and other advertising and promotion intended for release to PA, MD, DC, DE and NY excluding national marketing releases.
2. The KPN logo and associated KPN information shall be of a clearly readable size and in appropriate proportion to other elements in the printed material.
3. Vendor agrees to provide KPN with a copy or proof sheet of the advertisement or promotion material. Vendor will provide KPN with date of release and name of publication, journal, etc.
4. Vendor shall place a supplied KPN vendor sign on booths, tables, etc. of any or all exhibits for which the vendor displays/participates at tradeshows, conventions and the like. Vendor will supply in advance scheduled exhibit dates. Vendor agrees to make available at the exhibit KPN supplied brochures or other promotion materials.

e. Vendor agrees to insert the approved KPN logo, web address, contract number and toll free number on the vendor's web site promoting or a specific KPN landing page and providing a link to the KPN website.

f. Vendor will supply product catalog information, product description, pricing, etc., in a spreadsheet format as specified by KPN for inclusion on the KPN website.

g. Vendor agrees to cooperate in developing appropriate website content to promote its products, services and their advantages to KPN members.

h. Requested materials will be submitted to KPN within 30 days.

Pricing and Ordering: Vendor will provide all pricing information in an electronic format and/or setup an electronic ordering system that would show the current contract prices along with the KPN administrative fee of 2% or as adjusted by the KPN. In the case of electronic ordering, the KPN would have administrative reporting capabilities with an online ordering system. The KPN administrative fee will apply to all purchases, installation, total lease, total rental prices and all construction and installation and annual maintenance fees and will be included in the net price offered to the purchasing agency.

B. **Additional Member Agency General Terms and Conditions for <u>Non-Construction Products and Services</u>**

None

C. **Additional Member Agency General Terms and Conditions for <u>Construction Products and Services</u>**

The following items refer to all projects involving construction or construction related services:

Vendor and/or Contractor agrees that, in performance of the services required under this Agreement, Vendor and/or Contractor shall abide by all Federal, State, Local, and Pennsylvania Department of Education laws, and regulations that may apply to renovation under this bid, including, but not limited to, those listed below. Vendor and/or Contractor shall also abide by the state and local laws and regulations of other states where a member is located. It is the responsibility of the Vendor or Contractor to determine applicability and requirements of any such laws and to abide by them. Additionally, Contractor has the sole responsibility for compliance with all other matters in conjunction with the services to be performed hereunder and in the Invitation for Bid.

PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS: The Contractor shall provide a performance bond and a labor and material payment bond, each in the amount of 100% of the contract price, before the award of the contract. (Sections 756 and 757 of the Public School Code of 1949, as amended, and the Public Works Contractors Bond Law of 1967.)

DISCRIMINATION PROHIBITED: According to 62 Pa.C.S.A. 3701, the Contractor agrees that:

(1.) In the hiring of employees for the performance of work under the contract or any subcontract, no Contractor, Subcontractor or any person acting on behalf of the Contractor or Subcontractor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

(2.) No Contractor or Subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color.

(3.) The contract may be canceled or terminated by the government agency and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of that portion of the contract.

HUMAN RELATIONS ACT: The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P. L. 744) (43 P.S. Section 951, ET. Seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious

creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, Contractors and others. The Contractor shall agree to comply with the provisions of this Act as amended that are made part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 Pa. Code 49.101.

COMPETENT WORKMEN: Projects where the total estimated cost is $25,000 or less, Section 7-752 of the Public School Code of 1949, no person shall be employed to do work under such contract except competent and first class workmen and mechanics. No workmen shall be regarded as competent first class, within the meaning of this Act, except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours work as shall be established and current rates of wages paid for such hours by employers of organized labor in doing of similar work in the district where work is being done.

PENNSYLVANIA PREVAILING WAGE RATES: Projects where the total estimated cost is greater than $25,000, paid for in whole or in part out of funds of a public body, except for maintenance work or work performed under a rehabilitation program or manpower training program must specify "Prevailing Wages." Further information on implementation of the act, definition of maintenance work and prevailing wage rates may be requested from the Pennsylvania Department of Labor and Industry (800-932-0665 or 717-787-4763). When applicable, use Davis-Bacon wage rates for federally assisted projects. This regulation and the general Pennsylvania prevailing minimum wage rates, (Act 442 of 1961, P.L. 987, amended), as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the contract during the anticipated term therefore in the locality in which public work is performed, are made part of this specification.

(1.) The general prevailing minimum wage rates including contributions for employee benefits as shall have been determined by the Secretary of Labor and Industry (hereinafter "Secretary"), which must be paid to the workmen, employed in the performance of the Contract.

(2.) The Contractor shall pay no less than the wage rates as determined in the decision of the Secretary and shall comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442), as amended August 9, 1963 (Act No. 342), and the Regulations issued pursuant thereto, to assure the full and proper payment of said rates.

(3.) These Contract provisions shall apply to all work performed on the Contract by the Contractor and to all work performed on the contract by all Subcontractors.

(4.) The Contractor shall insert in each of his subcontracts all of the stipulations contained in these required provisions.

(5.) No workmen may be employed on the Work except in accordance with the classifications set forth in the decision of the Secretary. In the event that additional or different classifications are necessary the procedure set forth in the Regulations shall be followed.

(6.) All workmen employed or working on the Work shall be paid unconditionally, regardless of whether any contractual relationship exists or the contractual relationship which may be alleged to exist between any Contractor, Subcontractor and workmen, not less than once a week without deductions or rebate, on any account, either directly or indirectly, except authorized deductions, the full amount due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in this Contract, the Act or the Regulations shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to the workmen on the Work.

(7.) The Contractor and each Subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workmen their wages. The posted notice of wage rates must contain the following information:

a. Name of project.

b. Name of public body of which it is constructed.

c. The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.

d. The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.

e. A statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the Contractor and/or Subcontractor are not complying with the Act or the Regulations in any manner whatsoever, they may file a protest with the Secretary within three (3) months of the date of the occurrence, objecting to the payment to the Contractor to the extent of the amount or amounts due or to become due to them as wages for work performed on the Project. Any workmen paid less than the rate specified in the Contract shall have a civil right of action for the difference between the wage paid and wages stipulated in the Contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.

(8.) The Contractor and all Subcontractors, shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each workman employed by him in connection with the Work and such record must include any deductions from each workman. The record shall be preserved for two (2) years from the date of payment and shall open at all reasonable hours to the inspection of the Owner and to the Secretary or his duly authorized representative.

(9.) Apprentices shall be limited to such numbers as shall be in accordance with a bona fide apprenticeship program registered

with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulation issued pursuant thereto shall be employed on the Work. Any workmen using the tools of a craft that does not qualify as an apprentice within the provisions of this submission shall be paid the rate predetermined for journeyman in that particular craft and/or classification.

(10.) Wages shall be paid without any deductions except authorized deductions. Employers not party to a contract requiring contributions for employee benefits which the Secretary has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workman.

(11.) Payment of compensation to workmen for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and the Regulations, regardless of the average hourly earnings resulting there from.

(12.) Each Contractor and each Subcontractor shall file a statement each week and a final statement at the conclusion of the Work on the Contract with Owner, under oath, and in form satisfactory to the Secretary, certifying that all workmen have been paid wages in strict conformity with the provisions of the Contract as prescribed by the Regulations, or if any wages remain unpaid, to the amount of wages due and owing to each workman respectively.

(13.) The provision of the Act and the Regulations are incorporated by reference in the Contract.

(14.) The current prevailing wage threshold for Pennsylvania is $25,000. However the threshold may be increased during the term on the contract by legislated action. Vendor will then be required to adjust labor rate for job under the new threshold.

(15.) The following applies to all prevailing wage projects:

E-Verify. The successful Bidder and its subcontractors (as such term is defined in the act) are required to comply with the Public Works Employment Verification Act, Act No. 127, July 5, 2012 (formerly Senate Bill 637). All Bidders shall submit with their Bid a Public Works Employment Verification Form (the "Verification Form") to CSIU - KPN in the form published by the Commonwealth of Pennsylvania, Department of General Services. Per the act, the Verification Form is to be obtained from the Secretary of the Pennsylvania Department of General Services. The Verification Form is presently available on the Department of General Services website. Per the act, the Verification Form shall include a certification that the information in the statement is true and correct and that the individual signing the statement understands that the submission of false or misleading information in connection with the verification shall subject the individual and the public works contactor or subcontractor, as the case may be, to sanctions provided by law; and the verification form shall be signed by a representative of the public works contractor or subcontractor, as applicable, who has sufficient knowledge and authority to make the representations and certifications contained in the statement. Prior to award of a contract or purchase order by a Member Agency to the successful Bidder for a particular project, the successful Bidder shall submit to the Member Agency a Verification Form. Per the act, the successful Bidder's subcontractors shall provide to the Member Agency, and successful Bidder shall cause its subcontractors to provide to the Member Agency, their Verification Forms prior to commencing work on the Member Agency's project.

STANDARD OF QUALITY: The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit the Bidder, the bid or the evaluation of the bid to any one material or product specified but rather to describe the minimum standard. When proprietary names are used, they shall be followed by the words "or alternatives of the quality necessary to meet the specifications". A bid containing an alternative, which does not meet the specifications, may be declared non-responsive. A bid containing an alternative may be accepted but if an award is made to that Bidder the Bidder will be required to replace any alternatives, which do not meet the specifications.

PROVISIONS FOR THE USE OF STEEL AND STEEL PRODUCTS MADE IN THE U.S.: In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the contract, only those produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts thereunder in accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 141 of 1984 further defines "steel products" to include machinery and equipment. The act also provides clarifications and penalties.

PROHIBITION ON CASH ALLOWANCES: Cash allowances are prohibited.

TIME(S) OF COMPLETION OF THE PROJECT: Contractor/Vendor shall complete all work within 180 days after entry into a contract with the individual Member. Member and Contractor/Vendor may agree in writing on a lesser number of workdays depending on the scope of the project.

Owner's Compliance in Retaining Payments: Unless a member stipulates otherwise, Payment Retentions and Progress Payments shall be as follows: Ten percent (10%) of all contract payments shall be retained by the member as insurance of proper performance of the prime Contractor. Prime Contractor agrees to identify the amount of the invoices sent to the member school districts, then send copies of the invoices to the KPN. When fifty percent (50%) of the work is completed, as determined by the school district, one-half (1/2) of the amount retained shall be paid to the prime Contractor, if the prime Contractor requests payment, provided that the prime Contractor is making satisfactory progress and there is no specific cause for greater withholding. After the work is fifty percent (50%) completed, no more than five percent (5%) of the amount of any subsequent progress payments shall be retained, unless the governing board of the member determines that satisfactory progress is not being made, at which point ten percent retention shall be reinstated. If the member and the prime Contractor

agree to a substitute security, the agreement must be in full compliance with Pennsylvania law. If the substitute security is agreed to, the prime Contractor must provide KPN and the member with assigned and acknowledged waiver of any right or power of the obligor to set off any claim against KPN, the member, or the prime Contractor, in relationship to the security assigned. The prime Contractor, as authorized above, will pay any interest due a Subcontractor or material supplier. A Subcontractor to the prime Contractor may request, in writing, that the Subcontractor be notified by KPN within five (5) days of payment of each progress payment made to the prime Contractor. It is the responsibility of the prime Contractor to inform all suppliers and Subcontractors that this contract is a cooperative purchasing contract. Once all bonds are in place, the prime Contractor and the authorized agent of the member will agree in writing upon a schedule of payments based on identifiable milestones. Retaining of payments must be done in accord with 62 Pa.C.S.A. § 3921.

A contract containing a provision for retainage as provided in section 3921 (relating to retainage) shall contain a provision requiring the architect or engineer to make final inspection within 30 days of receipt of the request of the Contractor for final inspection and application for final payment. If the work is substantially completed, the architect or engineer shall issue a certificate of completion and a final certificate for payment, and the government agency shall make payment in full within 45 days except as provided in section 3921, less only one and one-half times the amount required to complete any then-remaining uncompleted minor items, which amount shall be certified by the architect or engineer and, upon receipt by the government agency of any guarantee bonds which may be required, in accordance with the contract, to insure proper workmanship for a designated period of time. The certificate given by the architect or engineer shall list in detail each uncompleted item and a reasonable cost of completion. Final payment of any amount withheld for the completion of the minor items shall be paid upon completion of the items in the certificate of the engineer or architect.

WORKERS' COMPENSATION ACT: The Contractor shall accept, insofar as the work covered by their contract is concerned, the provisions of the Workers' Compensation Act 44 of 1993, and any supplements of amendments thereof, including any which may hereafter be passed, and shall insure the Contractor's full liability there under for all parts of their contract being performed by the Contractor, the Contractor's partners, associates, employees or those of any the Contractor may employ herein, or file with the Entity a certificate of exemption from insurance from the Bureau of Workers' Compensation of the Department of Labor and Industry.

The Contractor shall, at all times, indemnify and save harmless the school entities of and from all claims for Workers' Compensation which may be made by any of the employees of the Contractor or by any of the employees to whom the Contractor may have let the performance of any part of the work embraced by their contract and the Contractor shall appear for and defend the school entities against any and all such claims. The Contractor shall be covered by Employers' Liability Insurance with a minimum limit of $250,000 for each employee, $2,000,000 policy limit and $250,000 for each accident.

ACT 34 CRIMINAL BACKGROUND CHECKS: Independent Contractors and their employees who provide services to a Pennsylvania school entity are required to obtain a report of "Criminal History Record Information" from the Pennsylvania State Police. In the case of non-Pennsylvania residents, a report of "Federal Criminal Record Information" from the FBI is required in addition to the Pennsylvania State Police Report.

Contractors shall be required to do the following:

(1.) Present the original document/s Report of Criminal History Records information from the Pennsylvania State Police, report of Federal Criminal History Record Information from the Federal Bureau of Investigation to the Superintendent or the Superintendent's designee prior to the beginning of work for the school entity. The school entity shall retain a copy of the background check information and shall note on that copy the date on which the original document was inspected and the name of the administrator who viewed the original. This copy shall be retained in the school entity records with the original being returned to the Contractor.

(2.) If any new employees are added to the workforce during the course of the work, such employee(s) must follow the same procedure described above prior to any work for the school entity.

(3.) All costs for the Criminal History Information check(s) shall be borne by the perspective Contractor.

(4.) The school entity shall notify the Contractor in writing if the decision not to employ the Contractor or the Contractor's employees is based in whole or in part on criminal history records information.

(5.) The school entity shall follow the regulations promulgated by the State Board of Education concerning the confidentiality of the Criminal History Report Information obtained pursuant to the Act.

Upon written notice from the school entity, Contractors shall have all such persons removed from the project. School entity's right to declare such persons unfit shall not be limited to the required exclusion of persons from school property as set forth in Section 1-111 of the Pennsylvania School Code and/or Act 151 of 1994.

CHILD PROTECTIVE SERVICES BACKGROUND CHECKS: Prior to commencing work under the contract, the Contractor shall submit for any employee or independent Contractor who would be working on a school entity's site pursuant to work contemplated in the contract, an official clearance statement obtain from the Pennsylvania Department of Welfare pursuant to Act 151 of December 16, 1994 (P.L. 1292) subchapter C2 of the Child Protective Services Act. Contractor shall not allow any prospective employee or independent Contractor on the job site prior to providing the school entity with the above-referred clearance statement for prospective employees or independent Contractors.

ANTIBID-RIGGING ACT (NON-COLLUSION): In accordance with the Commonwealth of Pennsylvania's Antibid-Rigging Act, 62 Pa. C.S.A.§ 4501 et seq., the Contractor shall execute and submit with the bid a Non-Collusion Affidavit required by the Agency. Each party to the joint venture must be identified in the bid documents, and an Affidavit must be submitted separately on

behalf of each party.

PREVENTION OF ENVIRONMENTAL POLLUTION: Section 3301 of the Pennsylvania Commonwealth Procurement Code requires that all Invitations for Bids and requests for proposals for construction projects issued by any governmental agencies shall set forth any provision of Federal and State statutes, rules, and regulations dealing with prevention of environmental pollution and the preservation of public natural resources that affect the Project. A Notice of said provisions prepared by the Pennsylvania Department of Environmental Resources under Act 247 of 1972, 52 P.S. § 1612 (repealed) is available from Mark C. Carollo, Associate Director of Cooperative Purchasing at the Keystone Purchasing Network, 90 Lawton Lane, Milton, PA 17847. His telephone number is 570-246-5936, and his e-mail address is mcarollo@csiu.org. Said Notice is hereby incorporated by reference. Contractor is hereby notified and agrees to comply with the terms of all statutes, rules and regulations enumerated in the Notice.

ARCHITECTURAL SERVICES: For those Members who are Pennsylvania Public School Districts, and whose projects require architectural or engineering services, your attention is directed to Section 7-751.1 of the Pennsylvania Public School Code (24 P.S. § 7-751.1), which requires a public school district to engage an architect/engineer that is independent from the Vendor/Contractor's architect/engineer.

MULTIPLE PRIME CONTRACTORS: For those Members who are Pennsylvania Public School Districts, your attention is directed to Section 7-751 of the Pennsylvania Public School Code (24 P.S. § 7-751), which requires a public school district to use separate prime Contractors for plumbing, heating and ventilating, and electrical work. To the extent a school district's project extends beyond general construction services, the school district will need to separately bid plumbing, heating and ventilating, and electrical work, and should consult with its individual solicitor for compliance with Section 7-751. For other Members who are subject to multiple prime requirements under applicable bidding laws, such Members should consult with their individual solicitors for compliance with said requirements.

D. Procedure for Processing Orders

Once the award is made to the Contractor/vendor, KPN will inform its members of the contract by: (1) including the contract in the agency database that is available on the KPN website, (2) announcing the award in its periodic newsletter, and (3) publishing the contract information in a catalog disseminated to all members. A list of members, institution names, contact names, addresses and phone number will be made available to the vendor in an electronic format. At this point the Contractor/vendor contacts the members and members may contact the Contractor/vendor. When the member identifies a product or service it issues a purchase order for that item to the vendor. The vendor's price to its members will include the following administrative fees: currently 2% (two percent) on all supplies, equipment and construction, rental or lease, annual subscription fee, etc.; and others administrative fees as approved by KPN and will be collected from the member or other qualifying purchaser. KPN reserves the right to adjust the administrative fee at any time during the duration of the contract and any renewal period or to modify the administrative fee based on volume of purchase. If the administrative fee is reduced due to the size of the project the vendor will show the adjustment on the quote. The vendor will also compile a quarterly report showing all purchases made by KPN members under this contract. The vendor will also produce an annual report for all purchases made under this contract for a period beginning with the award of the contract through December 31st and all consecutive 12-month periods if contract is extended. The vendor will make all administrative fee payments to KPN by the 15th of the succeeding month of each 3-month period (quarterly) after they have received payment from the member agency and all checks are to be made payable to the Central Susquehanna Intermediate Unit (CSIU) and sent to Keystone Purchasing Network, 90 Lawton Lane, Milton, PA 17847, and Attention: Mark C. Carollo. All reporting of purchases will be broken down by entity by state and will show purchaser, total dollar and date of purchase.

E. Agencies Allowed to Purchase under the Member Agency

The Keystone Purchasing Network (KPN) is a cooperative purchasing program operated by the Central Susquehanna Intermediate Unit under various state inter-governmental cooperation laws. Every public school district in the state is eligible to become a member and must complete a membership application with the KPN. No member is obligated to use these services, but they find the benefits of low price and not needing to go through the bidding process most advantageous. Only those members listed on an approved KPN membership list are eligible to purchase under these contracts. This list may change during the contract period and currently includes members from Pennsylvania, Maryland, New York, Delaware, District of Columbia and other Northeast & Mid-Atlantic states. Vendors may choose to offer KPN in other non-AEPA member states where cooperative purchasing laws allow.

Additional members may include other public educational institutions in the state, college, university, community colleges, vocational schools, charter schools, municipal and county governments and other non-profit organizations from Pennsylvania or any other state where a member is located. Membership from other entities is permitted by various intergovernmental cooperative purchasing laws or regulation from their home state.

As member agencies from other states are added to the membership of the KPN the awarded vendor(s) agrees to abide by all state and local laws and/or regulations that may apply to any purchase of products, services or construction by these agencies. KPN reserves the right to market any AEPA contract under any cooperative program name that it may choose in the future on a national basis in any non-AEPA member state.

23. **South Carolina, Carolinas Alliance 4 Innovation**

1. General Overview

a. Carolinas Alliance 4 Innovation (CA4I) is now the AEPA representative for the state of South Carolina.

b. CA4I is a non-profit public benefit corporation whose mission is to promote innovative solutions in transportation, infrastructure, engineering and education for the purpose of economic development.

2. Eligible Entities

a. CA4I is able to serve City, County, and State Government; K-12 Public and Private Schools; Colleges and Universities; Public Libraries; and Non-Profit Organizations.

3. General Terms and Conditions that apply for all categories

a. **Governing Law:** The laws of the State of South Carolina govern all contracts resulting from this solicitation. Each provision of law and clause required by law to be included in a contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction.

b. **Governing Venue:** The resulting contract award shall be deemed to have been made and performed in Greenville County, South Carolina. For venue, all legal arbitration or causes for action arising out of the resulting agreement shall be brought to the courts of Greenville County, South Carolina.

c. **Hazardous Substances:** All hazardous products purchased by members shall include a Safety Data Sheet (SDS) with the delivery.

d. **Award:** Upon acceptance and approval of the Vendor's offer by AEPA, CA4I will independently consider the recommendation based on the value of the potential contract for its participating agencies. In the event of an award, CA4I will inform its members of the award and contract by the following methods along with contract instructions and ordering process.

e. **Processing Orders:** When the member identifies a desired product or service, the member and the vendor may negotiate with each other to establish a description of items and/or services. The vendor shall quote a price to the member, in writing, using AEPA established discounts and including the two percent (2%) administrative fee in the quoted price. The administrative fee shall be based upon the total cost of goods and/or services including installation costs. The administrative fee shall not be listed as a separate line item on the quote. When a member decides to purchase through the CA4I-AEPA contract, the member issues the purchase order directly to the vendor. The purchase order must include the total invoiced cost, based on

   i. The total cost of goods, service, and installation, including the 2% administrative fee.

   ii. Notification will be made to the vendor in the event the purchase order is not in compliance with the contract and adjustments will be made at that time. CA4I and the Vendor will mutually resolve any issues concerning past purchases. The purchase orders are to continue to be processed and viewed as approved unless notified by CA4I otherwise. All sales and transactions may continue without delay or in anticipation of the CPC purchase order verification.

   iii. Once all the items and services on the purchase order have been delivered to the member completely and satisfactorily, the Vendor then files a copy of the final invoice, which is available to CA4I by request in support of the quarterly sales summary.

   iv. The Vendor makes all deliveries and installations of products and services. CA4I does not warehouse items or provide installation services.

   v. This administrative fee is to be paid by the vendor to CA4I, quarterly, within 20 working days after the end of each fiscal quarter. The AEPA vendor shall also submit to CA4I a sales report, in Excel format, listing the following information:

      1. Name of purchasing agency
      2. Address of purchasing agency (city, state, zip code)
      3. Date of purchase
      4. Invoice number
      5. Amount of purchase
      6. Administrative fee generated by sale
      7. Savings generated by sale

This report shall include all sales made and payments received by the vendor in the said quarter. The sales report shall be emailed to Fred Payne, fred.payne@ca4i.org

24. **TexBuy, a Cooperative Purchasing Shared Services Cooperative Sponsored by the Region 16 Education Service Center**

A. Additional Terms and Conditions

(1) **TexBuy funding:** The total cost of the TexBuy program is funded through a participation fee up to two percent (2%) paid to TexBuy by the Vendors. This fee shall be included in all pricing to TexBuy and its participating agencies. The fee is based on actual Vendor sales. TexBuy does not charge any fees to participating government agencies.

(2) **Tax exempt status:** All government agencies participating in TexBuy are exempt from payment of taxes under Texas Tax Code §151.309 for the purchase of tangible personal property.

(3) **Minority and Women Business Enterprise (MWBE) participation:** It is the policy of some TexBuy participants to involve MWBE Vendors in the purchase of goods and services. Vendors shall indicate on the proposal form whether or not they are an MWBE.

(4) **School District awards** shall not consider whether a Vendor is a member of or has another relationship with any organization and bid specifications (and subsequent contracts) shall not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization in accordance with Texas Education Code §44.043.

(5) **Felony Conviction Notice** (TexBuy Vendors will be required to sign a standard form required by the State of Texas): Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." This notice is not required of a publicly held corporation.

(6) **Criminal History and Background Checks,** in accordance with Texas Education Code Chapter 22, Subchapter C, shall be required should any employee or agent of an awarded Vendor a bid have "continuing duties related to the contracted services" with a school district and that employee or agent will have "direct contact with students" (as those terms are defined in 19 Texas Administrative Code §153.1101). Vendor shall provide all necessary information to the school district in order for the school district to perform a criminal history and background check, when applicable. For additional information regarding the process, see https://tea.texas.gov/texas-educators/investigations/fingerprinting/requirements-for-school-district-contractors.

(7) **Debarment and Suspension:** Under Executive Order 12549 in the Federal Register and Rules and Regulations, TexBuy and TexBuy participants shall not do business with a Vendor that has been debarred, suspended, or is otherwise ineligible for participation in federal assistance programs.

(8) **Conflict of Interest:** In accordance with Texas Local Government Code Chapter 176, vendors/Vendors who have a business relationship as defined by Section 176.001(1-a) with a local government entity and meet the requirements under section 176.006(a) must file a Conflict of Interest Questionnaire (Form CIQ) with the local government entity when:

(a.) The Vendor has entered into a contract with the local government entity or the local government entity is considering entering into a contract with the Vendor.

(b.) AND the Vendor provides certain income or gifts to a Local Government Officer (LGO) or first-degree family members as defined in the Texas Government Code

(c.) OR a family relationship exists between the LGO and the Vendor's employees or agents as defined in the Texas Government Code, chapter 176. A sample Form CIQ is available here https://www.ethics.state.tx.us/forms/conflict/.

(9) **EDGAR Certification Form (Education Department General Administrative Regulations):** In accordance with Federal Regulations under 2 CFR § 200.318(c)(1) – When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (also known as the "Uniform Guidance" or "EDGAR''). All Vendors submitting proposals must complete this EDGAR Certification Form regarding the Vendor's willingness and ability to comply with certain requirements which may be applicable to specific TexBuy member purchases using federal funds. This completed form will be made available to TexBuy members for their use while considering their purchasing options when using federal funds. Members may also require Vendors to enter into ancillary agreements, in addition to the TexBuy's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

(10) **Antitrust Certification:** In accordance with Texas Government Code 2155.005, the state or a state agency shall not enter into contract with a Vendor that has violated any provision of the Texas Antitrust laws referenced in Texas Business & Commerce Code Chapter 15 or any federal antitrust laws.

(11) **Commitment of Current Revenues Only**: any contract resulting from an award shall be a commitment of current revenue only and shall allow the participating governmental agency the continuing right to terminate at the expiration of each budget period during the term of the contract, shall be conditioned on a best efforts attempt by the agency's governing body to obtain and appropriate funds for payment of the contract, or shall contain both the continuing right to terminate and the best efforts conditions. Texas Local Government Code 271.903.

(12) **Pursuant to Texas Government Code Chapter 2271**, as amended, if any proposed contract is valued at $100,000 or more and if the Vendor has at least ten (10) full time employees, then Vendor, by its submission of a proposal represents and warrants that Vendor does not boycott Israel and will not boycott Israel during the term of any applicable agreement. This section does not apply to a sole proprietorship.

(13) **Pursuant to Texas Government Code Chapters 2274 and 809**, if any proposed contract is valued at $100,000 or more and if Vendor has at least ten (10) full-time employees, then Vendor, by its submission of a proposal represents and warrants that Vendor does not boycott energy companies and will not boycott energy companies during the term of any applicable agreement. This provision does not apply to sole proprietorships.

(14) **Pursuant to Texas Government Code Chapter 2274**, if any proposed contract is valued at $100,000 or more and if Vendor has at least ten (10) full-time employees, then Vendor, by its submission of a proposal represents and warrants that Vendor does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of any applicable agreement. This provision does not apply to sole proprietorships.

(15) Vendor verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If vendor has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void any resulting agreement.

(16) The requirements of Subchapter J, Chapter 552, Government Code, may apply to a resulting contract and the Vendor agrees that the contract can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Therefore, if the value of the contract is One Million Dollars ($1,000,000.00) or more, the Vendor agrees to : (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the participating agency for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (a) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the Vendor; or (b) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

(17) **Certificate of Interested Parties**: Pursuant to Section 2252.908 of the Government Code, a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million, or (3) is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code. Information regarding the Certificate and online filing process is available at https://www.ethics.state.tx.us/filinginfo/1295/.

(18) **State of Texas Franchise Tax**: By signing the proposal, the Vendor certifies that the Vendor is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Texas Tax Code.

(19) **Agricultural products**, including textiles and other similar products, are not to be made available to Texas school districts through the agreement, unless such products produced, processed, or grown in the state of Texas are given a preference in accordance with Texas Education Code §44.042.

(20) **Recycled Materials**: a participating governmental entity shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality and the average price of the product is not more than ten percent greater than the price of comparable nonrecycled products. Preferences will be applied in accordance with state procurement statutes and rules. 30 Texas Administrative Code 328.203

(1)

B. Additional Agency Terms and Conditions for Construction Products and Services as required by law in the State of Texas:

(1) **Certification of Residency (TexBuy Contractors will be required to sign a standard form it required by the State of Texas):** Texas Government Code Chapter 2252, Subchapter A requires TexBuy to determine the residency of its contractors. In part, this law reads as follows:

(a.) **Section: 2252.001**

"Non-resident bidder" refers to a person who is not a resident. "Resident bidder" refers to a person whose

principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state."

(b.) **Section: 2252.002**

"A governmental entity may not award a governmental contract to a non-resident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

(2) **Miscellaneous**

(a.) **Performance Bonds** when required by Texas , Government Code Chapter 2253, shall be furnished by the successful contractor in an amount equal to one hundred percent (100%) of the total amount of the contract , underwritten by such surety company as the participating agency may approve, conditioned upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. Said bond shall be solely for the protection of the participating agency.

(b.) **Payment Bonds** when required by Texas Government Code Chapter 2253, shall be furnished by the successful contractor, in the amount of the contract, solely for the protection of all claimants supplying labor and material as r defined, in the prosecution of the work provided in said contract, for the use of each claimant.

(c.) **No less than the Prevailing Wage** rates must be paid to any contractors or subcontractors or their employees or agents in performing any work under the awarded contract. Texas Government Code Chapter 2258. The prevailing wage rates are determined by the participating agency. If federal funds are used, the prevailing wage rate will be as determined by the U.S. Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(d.) **Criminal History Background Checks** in accordance with Texas Education Code §22.0834 and 22.08341 shall be required should any employee or agent of a contractor awarded a bid have "continuing duties related to the contracted services" with a school district and that employee or agent will have "direct contact with students" (as those terms are defined in 19 Texas Administrative Code 153.1101). Contractor shall provide all necessary information to the school district in order for the school district to perform a criminal history and background check, when applicable. For additional information regarding the process, see https://tea.texas.gov/texas-educators/investigations/fingerprinting/requirements-for-school-district-contractors.

(e.) **Architect/Engineers**: No architectural or engineering services shall be procured by TexBuy on behalf of any Texas governmental entities, see Texas Government Code 791.011(h). A Texas school district may not enter into a contract to purchase construction-related goods or services through TexBuy in an amount greater than $50,000 unless a person designated by the school district certifies in writing that: 1. The project for which the construction-related goods or services are being procured does not require the preparation of plans and specifications under Texas Occupation Code Chapter 1001 or 1051; or 2. The plans and specifications required under Texas Occupation Code Chapters 1001 and 1051 have been prepared.

(f.) By submitting a proposal, the Vendor certifies as follows: under Section 231.006 of the Texas Family Code, the Contractor certifies that the individual or business entity named in the Contract is not ineligible to receive the specified payments and acknowledges that this Contract may be terminated and payment withheld in this certification is inaccurate.

(3) **Insurance:** The contractor shall file with the Participating Agency's designee, Insurance Certificates, as described herein, evidencing the minimum coverage required below or the minimum coverage required by the Participating Agency, and shall be supplied within ten (10) calendar days after receipt of the written "Notice of Award". In no instance shall the contractor begin work prior to the filing of the insurance requirements. Failure to do so shall be grounds to void the contract. The Participating Agency's designee shall be given ten (10) days notice prior to the cancellation or change of any of the required insurance coverage. The Participating Agency shall be named as Certificate Holder.

(a.) Contractor's Liability Insurance: Produce and maintain in force the following kinds of insurance by companies licensed to do business in Texas and acceptable to the Participating Agency. Minimum Limits of Liability are stated.

Contractor's Liability Insurance:

Employer's Insurance Workers' Compensation—Statutory Employer's Liability
Bodily Injury by Accident Each Occurrence—$100,000.00
Bodily Injury by Disease Each Employee—$100,000.00
Policy Limit—$500,000.00

Commercial General Liability -Combined Limits of Bodily and Personal Injury and Property Damage:

Each Occurrence—$500,000.00
General Aggregate—$500,000.00

Automobile Liability - Including non-ownership, hired and owned vehicle coverage:
Bodily Damage Each Person—$250,000.00
Each Occurrence—$500,000.00
Property Damage Each Occurrence—$250,000.00

All Risk Builders Risk against the perils of fire, lightening, windstorm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, vandalism, malicious mischief, and all other perils in the amount one hundred percent (100%) of the value of the improvements including transit and materials stored off site.

(b.) Umbrella or Excess Liability: excess over the above liability policies in the amount of $2,000,000.00 each occurrence/aggregate. (Combined Limit)

(c.) Workers' Compensation Insurance Coverage.

.1 Definitions:

1.1 Certificate of coverage ("Certificate"). A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.

1.2 Duration of the Project. Includes the time from the beginning of the work on the Project until the Contractor's work on the Project has been completed and accepted by the Owner.

1.3 Persons providing services on the Project ("subcontractor" in Texas Labor Code §406.096). Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracts directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

.2 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.

.3 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.

.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

.5 The Contractor shall obtain from each person providing Services on a Project, and provide to the Owner:

5.1 a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

5.2 no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

.6 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.

.7 The Contractor shall notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

.8 The Contractor shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

.9 The Contractor shall contractually require each person with whom it contracts to provide services on a Project, to:

9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;

9.2 provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project,

for the duration of the Project;

9.3 provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

9.4 obtain from each other person with whom it contracts, and provide to the Contractor:

(a) a certificate of coverage, prior to the other person beginning work on the Project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

9.5 retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;

9.6 notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

9.7 contractually require each person with whom it contracts, to perform as required by Subparagraphs .9.1 - .9.7 with the certificates of coverage to be provided to the person for whom they are providing services.

.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Department of Insurance, Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. [28 Texas Administrative Code §110.110(c)(7)]

C. Procedure for Processing Orders

(1) Purchase orders are issued by participating agencies to the Contractor.

(2) "Automated contracts" may be negotiated with TexBuy that provide for purchase orders to be sent directly to the Contractor with reports of usage submitted periodically to TexBuy.

(3) Contractors deliver goods/services directly to the participating agency and then invoice the participating agency. The Contractor receives payment directly from the participating agency.

(4) TexBuy shall receive quarterly reports from the Contractor reflecting total sales made through the TexBuy contract with the Contractor. The Contractor shall remit payment of their participation fee up to two percent (2%) to TexBuy at net thirty-day (30) terms.

D. Members Purchasing Under the Agency

TexBuy is operated by Region 16 Education Service Center, located in Amarillo, Texas and is available for use by all public and private schools, colleges, universities, cities, counties and other government agencies in the State of Texas.

25. **Virginia, Fairfax County Public Schools**

Additional Agency Terms and Conditions that apply to all categories

AUTHORITY-The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned Buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

NOTE: Fairfax County does not discriminate against faith-based organizations, in accordance with the *Code of Virginia*, § 2.2-4343.1, or against a Bidder or Bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

GENERAL

1. **DEFINITIONS-**

   AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

   BIDDER/BIDDER: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "Bidder" will be used throughout this document and shall be construed to mean "Bidder" where appropriate.

   CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

   COUNTY: County of Fairfax.

   GOODS: All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

   PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

   SERVICES: Any work performed by an independent Contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

   STATE: Commonwealth of Virginia.

2. **FUNDING**-A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.
3. **CONTRACT ALTERATIONS**-No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.
4. **SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS**-It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.
5. **NEW GOODS, FRESH STOCK**-All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.
6. **INSPECTION-ACCEPTANCE-**For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.

   DELIVERY/SERVICE FAILURES-Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.
7. **GUARANTEES & WARRANTIES**-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.
8. **INSPECTIONS**-Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear

the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

9. **POINT OF DESTINATION**-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.
10. **ADDITIONAL CHARGES**-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.
11. **TERMINATION OF CONTRACTS**-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
    a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
    b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
12. **TERMINATION FOR CONVENIENCE**-A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.
13. TERMINATION OF CONTRACT FOR CAUSE-
    a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
14. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.
15. **CHANGES-**Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment. No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.
16. **GENERAL GUARANTY**-Contractor agrees to:
    a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
    b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
    c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other Contractors, for which his or her workers are responsible.
    d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
    e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.
17. **SERVICE CONTRACT GUARANTY-**Contractor agrees to:
    a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
    b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
    c. All work and services rendered in strict conformance to all laws, statues, and ordinances and the applicable rules,

regulations, methods and procedures of all government boards, bureaus, offices and other agents.

d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.

Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

18. **INDEMNIFICATION**-Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the Subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

19. **NON-DISCRIMINATION**-During the performance of this contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each Subcontractor or vendor.

e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

20. **DRUG FREE WORKPLACE-**During the performance of a contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over $10,000, so that the provisions will be binding upon each Subcontractor or vendor. For the purposes of this section, "drug- free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

21. OFFICIALS NOT TO BENEFIT-

a. Each Bidder or Bidder shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.

b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible

benefit.

c. In the event the Bidder or Bidder has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the Bidder or Bidder shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

LICENSE REQUIREMENT-All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: http://www.fairfaxcounty.gov/dta/business_tax.htm. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

22. **REGISTERING OF CORPORATIONS**-Any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209. The Commission may be reached at (804) 371-9733. The consequences of failing to secure a certificate of authority are set forth in Virginia Code Section 13.1-758.

23. **COVENANT AGAINST CONTINGENT FEES**-The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

24. OFFICE OF SMALL BUSINESS-

a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.

b. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to insure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract.

c. As used in this contract the term “small business” means a corporation, partnership, or sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees, or less than $1,000,000 in annual receipts.

d. As used in this contract, the term "minority business" means a business enterprise that is at least 51 percent owned and controlled by a minority person or persons. Such persons include African Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts; women regardless of race or ethnicity; and persons with a physical impairment that substantially limits one or more of the major life activities of such individuals, a record of such impairment, or who are regarded as having such an impairment.

e. Contractors may rely on oral or written representations by Subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation.

f. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

PAYMENTS

25. **TAX EXEMPTION**-The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a Bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

26. **PAYMENT**-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

27. **PARTIAL PAYMENTS**-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

28. **PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING**-When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

REMEDIES

29. **INELIGIBILITY-**

a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.
   1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
   2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.

b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
   1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
   2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County Contractor;
   3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
   4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:
      (a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
      (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for suspension or debarment;
   5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a Contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
   6. The Contractor has abandoned performance or been terminated for default on any other Fairfax County project;
   7. The Contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.

c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

30. CONTRACTUAL DISPUTES-

a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days. The decision of the County Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.

b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time

of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

31. LEGAL ACTION-No Bidder, Bidder, potential Bidder or Bidder, or Contractor shall institute any legal action until all statutory requirements have been met.

C – Member Purchasing

32. COOPERATIVE PURCHASING-The County may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for architectural and engineering services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or invitation for bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement. As authorized by the United States Congress and consistent with applicable federal regulations, and provided the terms of the contract permit such purchases, any county, city, town, or school board may purchase goods and nonprofessional services from a U.S. General Services Administration contract or a contract awarded by any other agency of the U.S. government. Bidders are advised that the *resultant* contract(s) may be extended, with the authorization of the Bidder, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s). Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.

26. **Washington, King County Directors' Association (KCDA) – No changes**

A. KCDA Additional General Terms and Conditions

General Intent: KCDA may participate in all or any part of the goods and services listed in this IFB, upon completion of contracts currently in effect, whichever is deemed in the best interest of KCDA members. KCDA cannot be restricted by the successful bidder from choosing which parts of these contracts to use.

Both the Contractor and KCDA member using this Contract agree that it is the member's responsibility to perform due diligence as to the legality of their usage of this contract. In this regard, KCDA suggests that, at a minimum, Contractor and member considering such usage consult with their legal counsel before doing so.

Advertising/Marketing:

KCDA requires all vendors to develop a marketing program to include printed, web-based, e-mail, telemarketing and other methods approved by KCDA.

All promotional marketing materials must have the prior approval of KCDA before distribution and must include the KCDA logo and other contract information.

KCDA staff will work jointly with all vendors and their representatives to market the AEPA contracts to KCDA members and prospective members. Vendors may be requested to make joint presentations to KCDA or its members in either a one to one or a group setting. Some group presentations may be done in conjunction with other vendors.

Displaying exhibits at various statewide conferences are encouraged. Contractor agrees to make available KCDA supplied brochures or other promotional materials at these events. Contractor will provide KCDA with scheduled exhibit dates in advance.

Contractor agrees to insert the approved KCDA logo, web address and contact information on the Contractor's website promoting and providing a link to the KCDA website. Contractor will also provide KCDA with text, links and logos to be posted on the KCDA website.

Assignment:

Contractor shall not subcontract, assign, transfer, convey, sublet or otherwise dispose of contractual duties to any other person, firm or corporation without the previous written consent of KCDA and any member that has an outstanding open purchase order or financing arrangement. In no case shall such assignment of Contract relieve the Contractor from obligations or change the terms of the Contract.

Cancellation/Default/Termination:

KCDA reserves the right to cancel the whole or any part of this contract due to the failure by the Contractor to carry out any obligation, term or condition of the contract. KCDA will issue written notice to the contractor for acting or failing to act in any of the following:

- The Contractor fails to adequately perform the services set forth in the contract
- The Contractor fails to make progress in the performance of the contract and/or gives KCDA reason to believe the Contractor will not or cannot perform to the requirements of the contract
- The Contractor fails to observe any of the terms and conditions of the contract
- The Contractor fails to pay any applicable administrative fees.
- The Contractor fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by KCDA.

If the contract is to be terminated, KCDA shall do the following:

- Step 1 – Issue a warning Letter of Concern outlining the violations and length of time to correct the problem(s). Upon receipt of the letter, the Contractor shall have ten (10) business days to provide a satisfactory response to KCDA. Failure on the part of the Contractor to address adequately all issues of concern may result in contract cancellation.
- Step 2 – Issue a letter of intent to cancel the contract if the problems(s) are not resolved by the date specified.
- Step 3 – Issue a letter to terminate the contract.

Compliance with Laws

In addition to any requirements set forth herein, vendor shall comply with all applicable state, federal and local laws, rules, regulations and ordinances.

Contract Amendments:
KCDA reserves the right to amend the contract resulting from state law changes or internal boilerplate changes due to state law changes. Contractors/Vendors will be sent written notification of the changes.

Employees who have been Convicted of Crimes against Children:
The Contractor, or any subcontractors, shall not utilize any employee at a school site or allow any contact between school children and any employee when an employee has plead guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9S.444 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under 9A.88 RCW, or violation of similar laws of another jurisdiction.

Contractors/Vendors who have regularly scheduled unsupervised access to children, and/or who hire employees who will have regularly scheduled unsupervised access to children, shall perform a record check through the Washington State Patrol criminal identification system under RCW 43.43.830-43.43.834, 10.97.0303 and 10.97.050, and through the Federal Bureau of Investigation before hiring the employee. The record check shall include a fingerprint check using a complete Washington State criminal identification fingerprint card. The Contractor shall provide a copy of the record to the person applying for employment to the school location. If the Contractor or applicant has had a record check within the previous two years, the Contractor may waive the requirement. The Contractor shall determine whether the applicant or the Contractor shall pay costs associated with the record check.

In addition, pursuant to RCW 9.96A.020 and 1993 Chapter Law 71, a person is disqualified from employment by school districts, and their Contractor from hiring employees who will have regularly scheduled unsupervised access to children because of a prior guilty plea or conviction of a felony crime specified under RCW 28A.400.322, or a violation of similar laws of another jurisdiction, even if the time elapsed since the guilty plea or conviction is ten years or more.

Governing Law and Venue/Legal Litigation:
All applicable local, state and federal laws and regulations will apply to any purchases of equipment, service or public works in any of the states KCDA currently services, as well as any other non-AEPA states where members may be added to KCDA membership throughout the term of these contracts. The laws of the State of Washington govern the Contract. Each and every provision of law and clause required by law to be included in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. Venue for any litigation arising out of or related to the Contract shall take place in the State of Washington.

Hazardous Materials:
If any hazardous chemicals/materials are supplied under a contract/purchase order arising out of this solicitation, a Safety Data Sheet (SDS) shall accompany the delivery of any hazardous chemicals/materials supplied by the vendor. All SDA sheets shall be sent to KCDA and the KCDA member. Any products not appropriately labeled will be refused and the vendor will be responsible for additional freight charges.

Indemnification/Hold Harmless:
The Contractor agrees to defend, indemnify and hold harmless KCDA and the member agency, and their respective officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or resulting from the acts, errors or omissions in performance of this Agreement, except for injuries and damages caused by the sole negligence of KCDA or the member agency. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor, KCDA or the member agency and their respective officers, officials, employees, and volunteers, the Contractor's liability , including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. Use of this contract certifies that the waiver of immunity specified by this provision was mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of the Agreement.

Independent Contractor:
The Contractor shall not be held or deemed in any way to be the agent or employee of KCDA and /or a KCDA member. It is the intention of the parties that the Contractor shall be and is to be considered an independent Contractor.

Minority and Women Owned Businesses:
KCDA encourages all minority and women owned businesses to participate in the bid process. Washington State law does not allow KCDA to provide any financial advantage for minority and women owned businesses who participate, however, KCDA believes that a diverse range of suppliers benefits all.

Quality of Goods:
Bidder shall bid and provide new (not used or refurbished) items only. Seller warrants all supplies, materials and equipment and services covered by a contract/purchase order with KCDA or with a KCDA member will:
(a) conform to the specifications, drawings, written instructions, samples, or descriptions; (b) be of good quality and workmanship;(c) be free of defects in design, materials and workmanship; (d) be merchantable;
(e) be fit for particular purposes applicable to the design, function or use of the supplies, materials and equipment.

Taxes:
The KCDA Members and Associate Members are to be taxed.

Term of Contract:
The term of the agreement shall commence on the date of the award and continue as stipulated in the General Terms and Conditions, unless terminated, canceled or extended.

Use of Tobacco on School Districts/Public Agency Premises:
RCW 28A.210.310 prohibits the use of tobacco in any form on school district property. Smoking or other use of tobacco will not be permitted at the job site.

B. Order Procedure

After entering into an agreement with KCDA, KCDA will confirm the directions for placement of orders with the Contractor, and will post directions on the KCDA website for both Contractor and members. These directions will also be posted on each awarded Contractors/Vendors website.

- Once the award is made to the Contractor, KCDA will inform members of the contract.
- At this point the Contractor may directly contact members or the member may contact the Contractor.
- A list of members, addresses and phone numbers is available to the Contractor upon request.
- Before a Contractor may enter into business with a KCDA member, they need to verify membership through the KCDA website, which can be viewed under Membership.

Invoicing/Reporting

- KCDA will contact Contractors/Vendors about invoicing procedures.
- KCDA is funded through a service fee paid to KCDA by the participating Contractors/Vendors. The service fee percentage is based upon the total sale of goods and services, including installation, if applicable. This fee shall be reflected in all price quotations under the KCDA agreement. The service fee will be **2%.** Do not print the service fee as a separate line item on the quotation.
- The Contractor will compile an electronic quarterly report listing each purchase made by participating members. Within 30 days after each quarterly period the report will be sent to the e-mail address of the KCDA Purchasing Director, Thomas Kim at tkim@kcda.org and CFO, Yohan Lee at ylee@kcda.org
- These reports shall be in Microsoft Excel format and shall have file names that identify the Contractor and the quarterly period being reported. They shall include the following fields and allow for sorting on any of the fields: Date of order, name of member, item purchased, quantity, unit price, extended price, member PO #, Contractor order number.
- KCDA reserves the right to change the contact name of existing KCDA personnel administering the contract. If there are personnel changes, reports and payments will be sent to the new contact(s) specified.

C. Agencies Allowed to Purchase under KCDA

King County Director's Association (KCDA) is a member owned purchasing cooperative representing 295 Washington State school districts. In addition, KCDA provides purchasing and procurement services for more than 1,200 public agencies and political subdivisions in Washington and other states, including but not limited to Alaska, Idaho, and Montana. KCDA also provides purchasing services for accredited private K-12 schools in Washington State.

A listing of all KCDA members is available on the KCDA website, www.kcda.org.

D. KCDA Additional Terms & Conditions for Construction Products and Services

Contractor agrees that, in performance of the services required under this agreement, Contractor shall abide by all federal, state, local and Washington law and regulations that may apply to construction and public works. It is the responsibility of the Contractor to determine applicability and requirements of any such laws and to abide by them.

a) Public Works:

State of Washington statute requires workers be paid **prevailing wages** when employed on **public works** projects and on public building service maintenance contracts. (RCW 39.04.010, RCW 39.12.010 and 020) It is the contractor's responsibility to be acquainted with and comply with State regulations regarding payment of prevailing wages on public works projects. Prevailing Wages are established by the Washington State Department of Labor and Industries and can be obtained on the web at http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp or by contacting Labor and Industries at 360-902-5335. A copy may also be requested from KCDA. KCDA serves all counties in Washington State. The County in which the project is located will be identified once a member initiates a request for the service, and the effective wage rate to be applied to a specific project is to be based on the date of this bid during the original contract term, and if contract extensions are granted, the prevailing wage rate in affect at the time of the latest extension.

Application: The Public Works Act regulates wages paid to workers, laborers and mechanics performing public work. It does not apply to work that is clerical, executive administrative or professional in nature. It does not apply to work of a secretary, engineer, or administrator, unless they are performing construction work, alteration work, repair work, etc. Prevailing wage application depends on the work that is performed, regardless of the worker's job title. (RCW 39.12.020 and WAC 296-128-510 through 530)

Definition:

Public Works is all work, construction, alteration, repair or improvement that is executed at the cost of the state or any other local public agency. This includes, but is not limited to, demolition, remodeling, renovation, road construction, building construction, ferry construction and utilities construction. (RCW 39.04.010)

Public Building Service Maintenance Contracts: Prevailing wages are also required on all public building service maintenance (janitorial) contracts. (RCW 39.12.020)

Contractors bidding a Public Works project exceeding $1,000,000.00 must declare who their HVAC, Mechanical and Electrical subcontractors will be within one hour of bid submission and the listing of structural installation and rebar installation subcontractors within 48 hours of bid submission, and submit this information with bid documents in order for the bid to be responsive. (RCW 39.30.060).

Apprentice Utilization Requirements (AURs)

Public works projects should conduct a 15% apprentice utilization requirement if the project belongs to any of below,

- State public works estimated to cost $1 million dollars or more;
- Department of Transportation projects estimated to cost $2 million or more;
- All school district public works projects estimated to cost $1 million or more; and
- All public works by a state four-year institution of higher learning estimated to cost $1 million or more.

And one of three requirements should happen on a project:

- The project meets the 15% AUR;
- The project does not meet the 15% AUR, however the awarding agency approves a good faith effort; or
- The monetary penalty written in the contract is assessed.

Good faith efforts are for the entirety of a project, not a single occupation unless there happens to be only one apprenticeable occupation on the project. Therefore, the prime contractor cannot only consider their occupation(s) when requesting a good faith effort and leave out the occupations and workforce used by subcontractors.

Within existing resources, awarding agencies are responsible for monitoring apprenticeship utilization hours by contractor. There must be a specific line item in the contract specifying that apprenticeship utilization goals should be met, monetary incentives for meeting the goals, monetary penalties for not meeting the goals, and an expected cost value to be included in the bid associated with meeting the goals. The awarding agency must report the apprenticeship utilization by contractor and subcontractor to the supervisor of apprenticeship at the department of labor and industries by final project acceptance. The electronic reporting system that is being developed by the department of labor and industries may be used for either or both monitoring and reporting apprenticeship utilization hours.

Refer to RCW 39.04.320, which covers apprentice utilization on public works projects for detailed information.

Reciprocity: In accordance with RCW 39.04.380 any bidding process for public works in which a bid is received from a nonresident contractor from a state that provides a percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor. This does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280 or other procurement exempt from competitive bidding.

b) **Prevailing Wage:**

Definition: Prevailing Wage is the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers and mechanics. The rate is established by the Department of Labor and Industries for each trade and occupation employed in the performance of public work. If Federal funds are used, bidders must comply with provisions of Davis-Bacon Act.

Basic procedures: A Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid must be filed and approved for the contractor and all subcontractors. No payments can be made until all contractors/subs have submitted an approved intent form. KCDA cannot release retainage until all Contractors have an approved Affidavit of Wages Paid form certified by the Industrial Statistician. (RCW 39.12.030, 040, 042) Once the work is successfully completed, KCDA will release 95% of the project cost and withhold 5% retainage for 45 days as dictated by law. The final 5% will be paid when the following is completed: Receipt of approved Affidavit of Wages Paid Forms, Releases from Washington State Department of Labor & Industries, Employment Security Department and the Department of Revenue, and acceptance of project completion to the satisfaction of the KCDA ordering member. **The cost of filing required Intents and Affidavits is the responsibility of the Contractor, and may not be added as a line item charged to the member agency**. **All Intents and Affidavits must name the agency for whom work is being performed as the contract award agency, not KCDA.**

Federally Funded Projects*:* In addition to the Federal Requirements of Section III, Housing and Urban Development (HUD) Terms and Conditions**, Davis-Bacon** prevailing wage requirements apply to public works construction contracts of $2,000 or more when a project includes any federal funding of any amount. When there is a difference between applicable state and federal prevailing wages for a particular classification of labor, contractors and subcontractors are required to pay the higher of the two prevailing wages. Applicable federal prevailing wage determinations can be found at http://www.wdol.gov/. Contractors/Subcontractors must be knowledgeable and adhere to all federal prevailing wage requirements, including but not limited to paying workers weekly and providing certified weekly payrolls for the contractor and subcontractors of any tier as required in the Davis-Bacon Act and applicable U.S. Department of Labor regulations. Falsification of any prevailing wage payroll records may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 231 of Title 31 of the United States Code. Contractor shall inform all subcontractors of the Davis-Bacon requirements and the prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses. Contractor must coordinate all requirements related to federal funded projects with the KCDA member Agency.

c) Responsible Bidder

Before award, the bidder must meet the following state responsibility criteria and, if applicable, supplemental responsibility criteria to be considered a responsible bidder. The bidder is required to submit documentation demonstrating compliance with the criteria.

Low Responsible Bidder

A. State Responsibility Criteria**.** The Bidder must meet the following state responsibility criteria:

1. At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
2. Have a current Washington State Unified Business Identifier (UBI) number.
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
4. If applicable:
    a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
    b. Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
    c. Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW.
5. New bidder requirement. Certify that within the three-year period immediately preceding the bid solicitation date:

a. The bidder is not a "willfull" violator, as defined in RCW 49.48.082, or any provision of chapter 49-46, 49.48 or 49.52 RCW.
b. As determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgement entered by a court of limited or general jurisdiction.
c. As of July 1, 2019, WA Labor and Industries has required all businesses to have public works training before bidding and/or performing work on public works projects. This training requirement has been added to the responsible bidder criteria in RCW 39.04.350 and RCW 39.06.020. Awarding agencies are required to verify all contractors submitting bids meet this requirement before awarding the contract.

6. At the time of bid submittal, provide signed sworn statement in accordance with RCW 9A.72.085 verifying under penalty or perjury that the bidder is in compliance with the new responsible bidder criteria requirement.
7. Supplemental Bidder Responsibility Criteria. If supplemental criteria apply to this project, the criteria are included as "Exhibit A." The Bidder may make a written request to modify any or all of the supplemental criteria. Modification of supplemental criteria shall be at KCDA's discretion. Any modifications to the supplemental criteria shall be made by addenda prior to bid opening.

Subcontractor Responsibility

The contractor shall include the language of this section in each of its first-tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first-tier subcontractors meets the following bidder responsibility criteria:

1. At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
2. 2. Have a current Washington State Unified Business Identifier (UBI) number.
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
4. If applicable:
   a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
   b. Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
   c. Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW
5. Have an electrical contractor license, if required by Chapter 19.28 RCW;
6. Have an elevator contractor license, if required by Chapter 70.87 RCW;

Payment & Performance Bond:

The prime Contractor shall provide a Performance and Payment Bond at 100% of the contract price to the KCDA member with a copy to KCDA before work begins. The only exception is for contracts of one hundred fifty thousand ($150,000) dollars or less. In this instance, at the option of the Contractor, the member may in lieu of the bond retain ten percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue, Employment Security Department, and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later. The bond shall be issued by a surety company authorized to do business in the State of Washington and shall be on standard forms used for public projects (RCW 39.08.010) and as directed by the KCDA member.

Performance and Payment bonds for KCDA members outside Washington must be provided by companies licensed to provide bonds for public entities in the member's state.

Licenses

The prime contractor shall possess and maintain in current status all federal, state, and local licenses, bonds, and permits required for the performance and delivery of any and all products and services offered in its response to the bid solicitation. Before submitting a bid, Bidders must hold a current, valid contractor's license as required in Washington. The contractor's license must be in the name of the legal entity submitting and signing the bid. A Bidder may not substitute a contractor's license held by a subcontractor or joint venture. Bidders submitting bids in Washington State without a valid contractor's license in the name of the Bidder are in violation of RCW 18.27.020.

It is the responsibility of the prime contractor to ensure any subcontractors performing under this contract hold and maintain appropriate licenses.

KCDA reserves the right to request copies of licenses at any time during the contract. Copies of licenses, upon request, must be submitted to the member prior to performing the work. The Contractor agrees to keep and ensure

subcontractors keep any required license, permit or bond current and in compliance with Washington rules, regulations, and statutes, as well as in states outside Washington in which contractor performs work under this contract. For work performed for any Washington State school district, public agency or municipality, the Contractor must comply with the bidder responsibility requirements of RCW 39.04.350 prior to the KCDA member awarding a contract. The contractor must verify the responsibility of all subcontractors used in accordance with RCW 39.06.020.

d) **Permits**: The acquisition of all permits as well as any drawings needed to obtain those permits is the responsibility of the successful Contractor/Bidder.

e) **Certificate of Insurance:** A certificate of insurance demonstrating current coverage of the types and amounts of insurance required by KCDA and the KCDA member must be provided to the KCDA member prior to performance of any work. In addition, the Commercial General Liability policies must be endorsed to name KCDA and the KCDA member as additional insureds. Such policies must be further endorsed to provide that the insurance is primary as respects KCDA and the KCDA member, and that any other insurance maintained by KCDA and the KCDA member shall be excess and not contributing insurance with the Contractor's insurance. These endorsements must be provided along with the certificate of insurance. The KCDA member must both approve the certificate of insurance and endorsements.

f) Acceptable Pricing Method:
KCDA is unable to accept Alternative Costing Method quotations except in certain limited instances, (i.e. sole source) in which KCDA and Vendor may mutually determine the Alternative Costing Method is acceptable. This will be the exception rather than the rule. RS Means or line item bid pricing is acceptable.

g) Progress Payments:
The Contractor shall be paid, upon submission of a proper Payment Request, the prices stipulated herein for work performed (less deductions, if any), in accordance with all payment and retainage instructions herein. Submitted Payment Requests must contain the following minimum information:

a. Contract Number
b. Bid item ID, bid quantity, unit, unit price and description as appropriate
c. Sales Tax as applicable

The Payment Request will be reviewed by the Member before payment is made. If the Member is in disagreement with the Payment Request, KCDA will issue a notice requesting a revised Payment Request.

KCDA, at its discretion, reserves the right to withhold payment on a given project, pending receipt of payment from the customer.

In accordance with RCW 51.12.050, KCDA reserves the right to deduct from the payment any outstanding industrial insurance premiums owed by the Contractor or Subcontractors.

h) Payment Retainage:
In accordance with RCW 60.28 contract retainage [*not to exceed five percent of the moneys earned by the contractor toward completion of a public improvement contract*] shall be withheld and reserved in one of two ways:

a. As a trust fund for the protection and payment of 1) the claims of any person arising under the contract, and 2) the state with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from such contractor. Upon completion of a contract, the member agency shall notify the Department of Revenue, the Employment Security Department, and the Department of Labor and Industries of the completion of contracts over one hundred fifty thousand dollars. KCDA will issue payment on the retainage amount forty-five days after notice from the KCDA Member Agency that the contract has been accepted as complete **or** upon receipt of all necessary releases, whichever is later.

b. Option of providing retainage bond for the full amount of the retainage (5% of the contract amount with a performance bond). This bond is separate from the performance bond under RCW 39.08.10. Providing a retainage bond means no retainage is withheld. If you choose to provide a retainage bond a copy of the bond must be submitted.

i) FORCE MAJEURE
Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control or responsibility of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; industry-wide labor disputes; civil disorders; fire; flood; snow; earthquakes;

tornadoes or violent winds; hail storms; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control or responsibility of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. The party receiving the notice of force majeure may contest the declaration of a force majeure. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, internal labor disputes, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

27. West Virginia, West Virginia Cooperative Purchasing

A. General Terms and Conditions that apply for all Categories:

1. Compliance with Laws/Forum Designation

Contractor shall comply with Federal, State, and Local Laws, Codes and Regulations while fulfilling the contract. It is the Contractor's responsibility to be aware of and comply with all state and local laws governing this procurement. Applicable laws, codes, and regulations (etc.) must be followed even if not specifically identified herein. The terms of the Agreement Addendum which is attached hereto and incorporated herein shall govern and supersede any contract terms to the contrary with respect to each procurement. Contractor shall verify to Mountain State ESC, its Member Agencies and other qualifying purchasers that the Contractor is complying with all Federal, State and Local Laws, Codes and Regulations while fulfilling the contract, and shall provide a copy of this contract and any addenda to each Member Agency when providing a price quotation. Moreover, this contract shall be governed by and construed in accordance with the laws of the State of West Virginia without giving effect to its principles of conflict of law. Legal proceedings arising under this contract shall be brought in a West Virginia Court of the County where the Member Agency's main office is located.

2. Delinquent Tax Affidavit

Contractor shall provide an affidavit relating to delinquent taxes as may be required by West Virginia State Code §11-12-10.

3. Secretary of State Registration

Contractor shall meet and maintain all registration requirements as necessary to conduct business in the State of West Virginia, including but not limited to registration with the West Virginia Secretary of State.

4. West Virginia Workers Compensation Insurance

Contractor, and any subcontractors hired by Contractor shall, at their own expense, maintain in force for the duration of the project workers' compensation and employer's liability insurance as required by the laws of the State of West Virginia.

5. Project Personnel, Student Safety and Background Checks

Member Agency shall have the right to reject the participation of any personnel of Contractor in the performance of the services if, in relation to the work assigned to them, the Member Agency deems such personnel to lack the skill, experience and expertise required to perform the services or if Member Agency considers their performance to be substandard or otherwise detrimental to the proper completion of the services. Contractor will advise Member Agency promptly of any change in the project manager or other key personnel assigned to the performance of the services.

Contractor acknowledges that the safety of the Member Agency's students, employees, officials and guests is of the utmost importance. Contractor will endeavor to ensure that its officers, employees, agents, representatives, and consultants will take no action that would jeopardize the safety of the Member Agency's students, employees, officials, or guests. The Member Agency reserves the right to require Contractor's officers, employees, agents, representatives and consultants to wear identification and stay in designated work areas at all times while on the Member Agency's property. The Member Agency shall have the right to effect the immediate removal of any person associated in any way with Contractor from Member Agency property for failure to wear identification, for being outside a designated work Contractor shall perform or cause to be performed by the West Virginia State Police and Federal Bureau of Investigation criminal background check of any personnel that will be performing the services within the proximity of minors. Contractor shall notify the Member Agency of any proposed employee who has been convicted, pled guilty or pled "no contest" to a criminal offense, and the Member Agency reserves the right to reject the proposed employee with a criminal background. No person shall be employed by Contractor who has been found guilty of any of the criminal offenses enumerated in West Virginia State Code without prior approval of the Member Agency.

6. Independent Contractor

Contractor shall be an independent contractor and neither Contractor nor any of its subcontractors, nor the employees of any thereof, shall be deemed to be the servants, employees, or agents of Member Agency. Contractor shall be responsible for paying all costs related to its employees and managers performing the services. Contractor shall remain liable and responsible to Member Agency for all of its obligations under this contract, regardless of whether the services are performed by the Contractor or a subcontractor of any tier.

7. Ownership of Instruments of Service

Drawings, data and other documents prepared by, or with the cooperation of, the Contractor pursuant to this contract shall become, upon payment of all undisputed compensation due the Contractor from the Member Agency, the property of the Member Agency. Such drawings, data or other documents may be used by the Member Agency or others employed by the Member Agency without compensation to the Contractor.

8. Audit

Member Agency may audit and inspect Contractor's records and accounts at any time during the Contractor's performance of the services and for a period of two (2) years following the completion or termination of the services for the purpose of verifying any invoice and underlying documentation presented by Contractor, it being understood that Contractor agrees to preserve all such documents through such two- (2) year period.

9. Notices

Unless otherwise expressly provided in this contract, all notices and other communications given under the contract shall be in writing and shall be deemed effective upon receipt by the addressee at its address as set forth in the contract or at such other address as such party shall have notified the other in writing.

10. Non-Appropriation and Other Contract Terms Applicable to Member Agencies as Political Subdivisions of the State

If the Member Agency fails to appropriate sufficient monies in any fiscal year for payments due under the contract and other funds are not available for such payments, then a "Non-Appropriation" shall be deemed to have occurred. If a Non-Appropriation occurs, then Member Agency will give Contractor prompt notice of such Non-Appropriation. This contract shall thereupon terminate without penalty or expense to the Member Agency other than for goods and services already provided.

11. No Personal Liability

It is understood and agreed that under no circumstances will the Member Agency's board members, regional council members, officers, employees, or agents be personally liable for any obligations or claims arising out of or related to the contract.

12. Price Quotation

Contractors must quote to a Member Agency the pricing listed in the current contract awarded by the Association of Educational Purchasing Agencies. Vendor will follow the procedures for price reductions to AEPA Member Agencies and Participating Entities set forth in the AEPA general terms area, and conditions. The price quotation must be submitted to a Member Agency and Participating Entity in writing, and any other expenses that the Contractors intend to charge a Member Agency or Participating Entity must be separately itemized on the quotation page in bold font with a good faith estimate of the dollar amount of each item, such as use tax if applicable. The failure to list an item or include a good faith estimate of the dollar amount on the quotation page will preclude a Contractor from charging the same.

13. Jobs Act

As the unemployment rate in the State of West Virginia is significantly higher than most other states, the West Virginia Legislature enacted the West Virginia Jobs Act, which deems it necessary for those employers contracted to perform construction work on state funded public improvement projects, which equal or exceed $500,000.00 in cost, to hire 75% of their workers from the local labor market. The local labor market is defined as including every county within the State of West Virginia as well as any county outside of West Virginia, if any portion of that county is within 50 miles of the state border.

There are certain exclusions to this requirement, which includes an exemption for projects that contain any amount of federal funding as well as an allowance for out-of-state contractors to bring two (2) of their own employees from outside the local labor market to work on the project and still remain in compliance.

14. Miscellaneous

Headings and titles of articles, paragraphs and other subparts of this contract are for convenience of reference only and shall not be considered in interpreting the text of this contract. This contract and any appendices constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto and all agreements or understandings with a Member Agency. No contract amendments can be made without the approval of the AEPA membership.

B. Construction Products and Services:

For construction improvements, the following shall apply:

1. The successful Contractor shall provide such bonds required by West Virginia State Code §38- 2-39.
2. Contractor shall comply with all applicable licensing requirements, including those of the West Virginia Contractor Licensing Board pursuant to West Virginia State Code §21-11-3.

C. Procedures for Processing Orders:

The Mountain State ESC will keep informed its Member Agencies and other qualified purchasers of contract information via web site and through other marketing strategies. A list of Mountain State ESC Member Agencies along with addresses, phones, contacts, etc. will be made available to successful Contractors. After contracts are awarded, Contractors may contact the Mountain State ESC Member Agencies and other qualifying purchasers concerning their products and services.

Participating Member Agencies and other qualified purchasers will submit all purchase orders directly to the Contractor.

The Contractor price shall include a two percent (2%) administrative fee that the Contractor will collect from the Member Agency or other qualified purchaser. Administrative fees are to be remitted to the Mountain State ESC on April 15, July 15, October 15 and January 15 of every calendar year with checks payable to the Mountain State ESC, 501 22nd Street, Dunbar, WV 25064

The Contractor will compile a quarterly report showing all purchases made by the Mountain State ESC Member Agencies and other qualified purchasers under this contract at the conclusion of each calendar quarter. These reports shall be attached to the administrative fee remittance.

D. Agencies Allowed to Purchase under Member Agency:

All member cooperatives of the MOUNTAIN STATE ESC and their individual Member Agencies are eligible to participate and purchase from the awarded AEPA contracts. All West Virginia PK-12 school districts, including Career and Technical Education Centers, Regional Education Services Agencies, West Virginia Department of Education (WVDE) and all Institutional Education Programs operated by WVDE are eligible to participate and purchase from the awarded AEPA contracts. In addition, all colleges and universities, state, municipalities, counties, other governmental agencies and non- profit agencies are eligible to participate if the AEPA contracts satisfy their individual procurement requirements.

28. Wisconsin, Cooperative Educational Service Agency - CESA Purchasing

A. Additional Terms and Conditions

(Note: anything that is not already in Part A – General Terms and Conditions for AEPA) Terms and Conditions must be compliant with Wisconsin State Statutes 16.70 to 16.848

B. *Additional Participating Agency Terms and Conditions for Non-Construction Products and Services* Some larger districts, like Milwaukee Public Schools, may require an additional one page "piggyback" memorandum of understanding to utilize the contract.

C. Additional Participating Agency Terms and Conditions for Construction Related Products and Services

Construction contracts are subject to Wisconsin State Statutes 16.855 or 66.0901.

D. Procedure for Processing Orders

All districts directly process orders with the CESA Purchasing AEPA vendor partner unless otherwise arranged.

E. Members Purchasing Under CESA

CESA Purchasing membership is free. Membership is available to the following agencies based on WI State Statues Chapter 116 which governs the work of WI Cooperative Educational Service Agencies: school districts, University of Wisconsin System institutions, and technical colleges. All public, private, and tribal schools, and all public and private agencies and organizations, that provide services to pupils. Please note in Wisconsin we do not require additional registration of members and define members as those defined by WI Statute 116 that guides our work.

29. Wyoming, Northeast Wyoming Board of Cooperative Educational Services (NEW BOCES):

Upon execution of this document, the respondent hereby agrees to submit bids and NEW BOCES agrees to accept such bids under the following conditions:

PREFERENCES Wyoming Statutes provide for percentage preferences for items supplied by Wyoming resident bidders and for items produced or grown in the State of Wyoming. Preferences may not be applied when federal funds are involved. Preference will be given in accordance with W.S. 16-6-101, 16-6-102, 16-6-103, 16-6-104, 16-6- 105, 16-6-106, 16-6-107, and 16-6-301, as amended. For bids involving federal funds please refer to W.S. 16-6-108. Please contact the Department of Workforce Services, Division of Labor Standards

Resident & Non-Resident VENDOR REGISTRATION REQUIREMENTS:

Secretary of State 2020 Carey Avenue Cheyenne, WY 82002 Phone: (307) 777-7378 website: http://soswy.state.wy.us/

Department of Workforce Services Division of Unemployment Insurance 100 W. Midwest P.O. Box 2760 Casper, WY 82602 Phone: (307) 235-3217

Public Works and Contracts: Vendor shall comply with all laws, whether local, state, federal, or otherwise, applicable to any aspect of the service or product to be provided in relation to the contract. It shall be the vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them. Vendor shall indemnify, defend, and hold harmless NEW BOCES for any default or breach of vendor in this regard. To the extent applicable for the product or service bid, vendor shall comply with W.S. 16-6-101 to 16-6-602 and to W.S. 21-3-110(a) (viii)

Every Contracted Vendor Employee shall provide a valid State issued Identification Card upon entry of any educational facility.

Members Customer Client Purchasing: NEW BOCES NEW BOCES is an educational cooperative authorized under the provisions of W.S. 21-20-101 to 21-20-111. All K-12 school districts, Community Colleges, Child Development Centers, Residential Child Care Institutions, Utah Educational Service Agencies, all Non-Profits and all Municipalities are eligible to participate in NEW BOCES cooperative purchasing programs within the State of Wyoming and Other States as requested. "Agencies" means Counties, Municipal Corporations, School Districts, Community College Districts, the joint business council of the Eastern Shoshone and Northern Arapaho Indian tribes, the business council of the Eastern Shoshone Indian tribe, the business council of the Northern Arapaho Indian tribe. Providing facilities or functions enumerated in W.S. 16-1-104(c);

No member user is obligated to use these services, but they find the benefits of economy and efficiency made possible by cooperative purchasing to be advantageous.

Procedure for Processing Orders: Upon bid award to the Contractors/Vendors, NEW BOCES will inform its members and other qualifying purchasers of the contract:

- When the customer identifies a desired product or service as available through the AEPA/NEW BOCES contract and agrees on price as presented to the customer by the awarded AEPA/NEW BOCES vendor, the customer then issues to the vendor a purchase order for that item or service.
- The vendor's price shall include a two percent (2%) administrative/marketing fee on all sales of products and or services that the vendor will collect from the member or other qualifying purchaser. This fee will be remitted to NEW BOCES on a quarterly basis.
- Administrative/Marketing fees will be payable to NEW BOCES on the 15th in the months of April, July, October, and January with all checks payable to NEW BOCES, 410 North Miller Avenue, Gillette, Wyoming 82716.
- Vendor makes all deliveries and installation of products and services. NEW BOCES does not warehouse items nor provide services.
- No other Cooperative shall be offered or used by awarded Contracted Vendors within the participating member customer clients of NEW BOCES.

Vendor Contact: Vendor will designate to NEW BOCES an individual(s) who will represent them. This contact person(s) will correspond with each ordering member for technical assistance, problems, or questions that may arise. Include instructions if different contacts for different geographical areas are needed; this information will be distributed to NEW BOCES members upon award of this bid.

NEW BOCES Commitment to Awarded Contract Vendors:

1) Website postings www.newboces.com under Cooperative Purchasing. Includes but not limited to News & Announcements, Public Calendar Events, Awarded Contracts, and Flyers.

2) Announcing the contract in its quarterly newsletter and other events completed with vendors which includes savings reports and rebates to members and users of NEW BOCES Cooperative Contracts.

3) Publish the Vendor information in a catalog disseminated to all members and marketing for new members.

4) Attend Annual Conferences for Trade Show product purposes of all contracts held by NEW BOCES. Including any other suggestions or support from Vendors. A list of members and other qualifying purchasers, addresses, and phone numbers will be made available to the Contracted Vendor.

4. **AEPA Member Agency (State) Forms**

An AEPA Member Agency (State) may have forms relating to this solicitation that require completion before an award is made by that AEPA Member Agency.

For this solicitation, New Jersey is the only AEPA Member Agency with required forms. The forms can be found on the following pages.

NEW JERSEY REQUIRED DOCUMENTS FOR GOODS AND SERVICES BIDS

BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

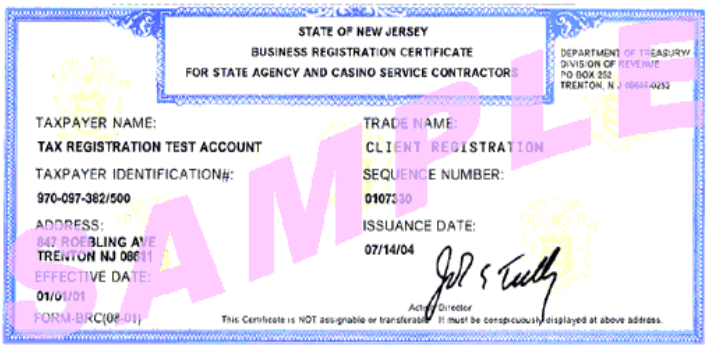
Pursuant to N.J.S.A. 52:32-44, all respondents shall submit prior to award of bid, a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. The ESCNJ requests that all respondents for this bid/proposal submit a current New Jersey Business Registration Certificate with the bid/proposal but no later than the bid award.

Goods and Services Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

1. The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
2. The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
3. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used.
4. The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400.

For more information on how to obtain a Business Registration Certificate, please visit the State of New Jersey, Department of Treasury, Division of Revenue and Enterprise Services website at:
http://www.state.nj.us/treasury/revenue/busregcert.shtml


STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TRADE NAME:
CLIENT REGISTRATION

TAXPAYER IDENTIFICATION#:
970-097-382/500

SEQUENCE NUMBER:
0107330

ADDRESS:
847 ROEBLING AVE
TRENTON NJ 08611

ISSUANCE DATE:
07/14/04

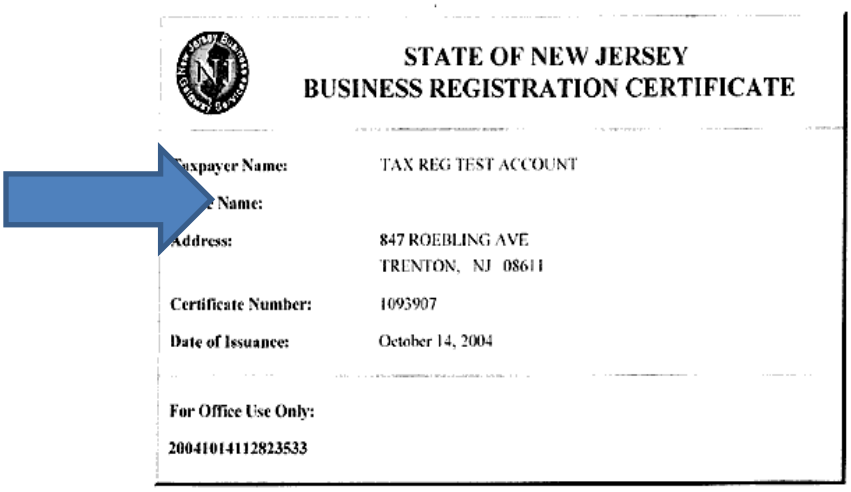
EFFECTIVE DATE:
01/01/01

Acting Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

SAMPLE


STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:

20041014112823533

N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

All respondents are urged to submit with their response, a copy of their firm's New Jersey Business Registration Certificate. Failure to submit the Certificate to the ESCNJ prior to the award of contract will result in the rejection of the entire bid or proposal.

CONTRACTOR/VENDOR REQUIREMENTS—OFFICE OF THE NEW JERSEY STATE COMPTROLLER

Contractors/vendors doing business with the ESCNJ are reminded of the following legal requirements pertaining to the Office of the New Jersey State Comptroller:

A. Access to Relevant Documents and Information—N.J.S.A. 52:15C-14 (d)

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

B. Maintenance of Contract Records—N.J.A.C. 17:44-2.2

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

The contractor/vendor to whom a contract has been awarded shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

D. Renewal of Contract; Services

The ESCNJ may, at its discretion, request that a contract for services be renewed in full accordance with N.J.S.A. 18A:18A-42. The ESCNJ may negotiate terms for a renewal of contract proposal and present such negotiated proposal to the Board. All multi-year contracts and renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

The ESCNJ is the final authority in awarding renewals of contracts.

DEBARMENT, SUSPENSION, OR DISQUALIFICATION

The ESCNJ will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report (https://www.state.nj.us/treasury/revenue/debarment/index.shtml).

All bidders are required to submit a sworn statement indicating whether or not the bidder is, at the time of the bid, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List or

the State of New Jersey Consolidated Debarment Report, or the Federal Debarred Vendor List—Excluded Parties List System—System for Award Management—SAM.gov

IRAN DISCLOSURE OF INVESTMENT ACTIVITIES N.J.S.A. (18A:18A-49.4)

The ESCNJ, pursuant to N.J.S.A. 18A:18A-49.4, shall implement and comply with Public Law 2012, c.25, Disclosure of Investment Activities in Iran—N.J.S.A. 52:32-55 et seq.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete a certification attesting,

IRAN DISCLOSURE OF INVESTMENT ACTIVITIES N.J.S.A. (18A:18A-49.4) cont'd.

under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification.

If the ESCNJ determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran under section 4 of P.L.2012, c.25 (C.52:32-58), the ESCNJ shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59).

In addition, bidders must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form.

The ESCNJ has provided within the specifications, a Disclosure of Investments Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the ESCNJ, to complete, sign and submit with the proposal.

Failure to complete, sign and submit the Disclosure of Investment Activities in Iran form no later than time of award shall be cause for rejection of the bid or proposal.

POLITICAL CONTRIBUTIONS DISCLOSURE – AWARD OF CONTRACTS

Pursuant to N.J.A.C. 6A:23A-6.3 (a) (1-4) please note the following:

Award of Contract – Reportable Contributions – N.J.A.C. 6A:23A-6.3 (a) (1)

"No board of education will vote upon or award any contract in the amount of $17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et. seq.) to a member of the board of education during the preceding one-year period."

Contributions During Term of Contract – Prohibited – N.J.A.C. 6A:23A-6.3 (a) (2, 3)

"Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et. seq.) to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract."

"When a business entity referred in 4.1(e) is a natural person, contribution by that person's spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity."

Chapter 271 Political Contribution Disclosure Form – Required – N.J.A.C. 6A:23A-6.3 (a) (4)

All respondents shall submit with their bid package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the district to determine whether the vendor is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a) (2) Award of Contract.

The Chapter 271 Political Contribution Disclosure form shall be submitted with the response to the bid/proposal or no later than ten (10) days prior to the award of contract. Failure to provide the completed and signed form shall be cause for disqualification of the bid/proposal.

POLITICAL CONTRIBUTION DISCLOSURE STATEMENT – PAY TO PLAY

Annual Disclosure

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the **New Jersey Election Law Enforcement Commission** pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 section 3) if the business entity receives contracts in excess of $50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement Commission at 1-888-313-3532 or at www.elec.state.nj.us.

Chapter 271 Political Contribution Disclosure Form

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

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

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

The ESCNJ has provided a Chapter 271 Political Contribution Disclosure Form within the specifications package for use by the business entity. The ESCNJ has also provided a list of agencies to assist the contractor. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

PREVAILING WAGES

Where applicable, all vendors must adhere to NJ State Prevailing Wage laws; All subcontractors named in this bid understand the requirements of the subcontractor to pay prevailing wages in full accordance with the law, where applicable**.**

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

No business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. **Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.**

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is required.

AFFIRMATIVE ACTION QUESTIONNAIRE

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

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

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

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

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

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

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

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

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

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

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

Name of Company/Firm _____

Address _____
City, State, Zip _____

Name of Authorized Agent _____Title _____
SIGNATURE _____ Date _____

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

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

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

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

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

Company _____ Name _____

Signature _____ Title _____

Date: _____

ASSURANCE OF COMPLIANCE

Contact with Students

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

Anti-Bullying Reporting--Requirement

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

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

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

Pre-Employment Requirements

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

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

Name of Company _____

Name of Authorized Representative _____

Signature _____ Date _____

(Revised: January, 2016)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at https://www.nj.gov/treasury/contract_compliance/

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting an investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Company _____ Name _____

Signature _____ Title _____

Date: _____

Form AA302
Rev. 11/11

STATE OF NEW JERSEY

Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED $150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY

2. TYPE OF BUSINESS
☐ 1. MFG ☐ 2. SERVICE ☐ 3. WHOLESALE
☐ 4. RETAIL ☐ 5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY

4. COMPANY NAME

5. STREET CITY COUNTY STATE ZIP CODE

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE

7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT

10. PUBLIC AGENCY AWARDING CONTRACT CITY COUNTY STATE ZIP CODE

Official Use Only	DATE RECEIVED	INAUG.DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT AN EEO-1 REPORT.*

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
				MALE					FEMALE				
	COL. 1 TOTAL (Cols.2 &3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment From previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

SAMPLE

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?
☐ 1. Visual Survey ☐ 2. Employment Record ☐ 3. Other (Specify)

14. IS THIS THE FIRST Employee Information Report Submitted?
1. YES ☐ 2. NO ☐

15. IF NO, DATE LAST REPORT SUBMITTED
MO. DAY YEAR

13. DATES OF PAYROLL PERIOD USED
From: To:

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) SIGNATURE TITLE DATE MO DAY YEAR

17. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO.,EXTENSION)
- -

To download the AA-302 form, click this link:
https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa302.pdf

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED $150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE**. **IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOUR ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the Include City, County, State and Zip Code. This is Number. not applicable if you are renewing a current certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

Racial/Ethnic Groups will be defined:
Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.
Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.
American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippines Islands and Samoa.
Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone contact.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDING THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF $150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE)** TO:

NJ Department of the Treasury
Division of Public Contracts Equal Employment Opportunity Compliance

P.O. Box 206

Trenton, New Jersey 08625-0206 Telephone No. (609) 292-5473

Educational Services Commission of New Jersey

Business Office

1660 Stelton Road, Floor 2
Piscataway, New Jersey 08854

Chapter 271
Political Contribution Disclosure Form

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

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

Reportable Contributions

Date of Contribution	Amount of Contribution	Name of Recipient Elected Official/ Committee/Candidate	Name of Contributor

The Business Entity may attach additional pages if needed.

_____

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

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

Certification

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

Name of Authorized Agent _____

Signature _____ Title _____

Business Entity _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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

P.L. 2005, c. 271

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As used in this section:

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

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

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

4. This act shall take effect immediately.

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

STATE OF NEW JERSEY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

Part 1
FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive**. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☐ **I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ **I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below**. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2
PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name:_____
Relationship to Bidder/Vendor:_____
Description of Activities:_____
_____
Duration of Engagement:_____Anticipated Cessation Date_____
Bidder/Vendor_____

Contact Name:_____Contact Phone Number:_____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the Educational Services Commission of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of contracts with the Educational Services Commission of New Jersey to notify the Educational Services Commission of New Jersey in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreements(s) with the Educational Services Commission of New Jersey and that the Educational Services Commission of New Jersey at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____Signature: _____

Title: _____Date: _____
Bidder/Vendor: _____

To be submitted with this bid or no later than the time of award.

Statement of Suspension or Debarment

STATE OF NEW JERSEY/ _____
Specify, of other

COUNTY OF _____

I, _____ of the (City, Town, Borough)

of _____ State of _____ of full age,

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

I am _____ of the firm

of _____ the Bidder

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

Name of Contractor: _____
(Company Name)

By: _____
(Signature of authorized representative)

Subscribed and sworn to before me

This_____ day of _____, 20 ____

_____
(Seal) Notary Public of New Jersey/
Specify Other State

My Commission expires_____ 20 ___

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____
Organization Address: _____
City, State, ZIP: _____

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

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

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

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

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

☐ Other (be specific): _____

Part II Check the appropriate box

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

OR

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

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

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

Full Name (Print):		Title:	
Signature:		Date:	

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

NEW JERSEY REQUIRED DOCUMENTS FOR PUBLIC WORKS BIDS

BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

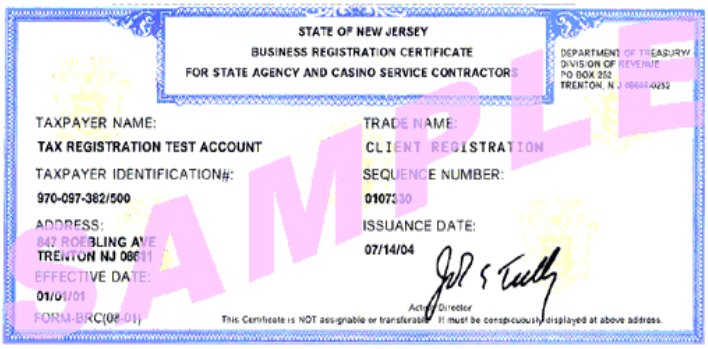
Pursuant to N.J.S.A. 52:32-44, all respondents shall submit prior to award of bid, a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. The ESCNJ requests that all respondents for this bid/proposal submit a current New Jersey Business Registration Certificate with the bid/proposal but no later than date of award.

Goods and Services Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

3. The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
4. The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
3. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used.
4. The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400.

For more information on how to obtain a Business Registration Certificate, please visit the State of New Jersey, Department of Treasury, Division of Revenue and Enterprise Services website at:
http://www.state.nj.us/treasury/revenue/busregcert.shtml


STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TRADE NAME:
CLIENT REGISTRATION

TAXPAYER IDENTIFICATION#:
970-097-382/500

SEQUENCE NUMBER:
0107330

ADDRESS:
847 ROEBLING AVE
TRENTON NJ 08611

ISSUANCE DATE:
07/14/04

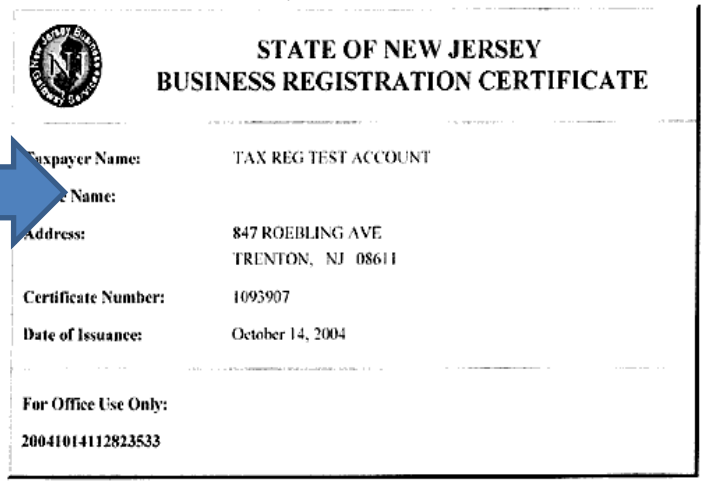
EFFECTIVE DATE:
01/01/01

Acting Director

FORM BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

SAMPLE


STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:

20041014112823533

RETURN PRIOR TO BID AWARD

N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

All respondents are urged to submit with their response, a copy of their firm's New Jersey Business Registration Certificate. Failure to submit the Certificate to the ESCNJ prior to the award of contract will result in the rejection of the entire bid or proposal.

CONTRACTOR/VENDOR REQUIREMENTS—OFFICE OF THE NEW JERSEY STATE COMPTROLLER

Contractors/vendors doing business with the ESCNJ are reminded of the following legal requirements pertaining to the Office of the New Jersey State Comptroller:

C. Access to Relevant Documents and Information—N.J.S.A. 52:15C-14 (d)

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and

receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

D. Maintenance of Contract Records—N.J.A.C. 17:44-2.2

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

The contractor/vendor to whom a contract has been awarded shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

D. Renewal of Contract; Services

The ESCNJ may, at its discretion, request that a contract for services be renewed in full accordance with N.J.S.A. 18A:18A-42. The ESCNJ may negotiate terms for a renewal of contract proposal and present such negotiated proposal to the Board. All multi-year contracts and renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

The ESCNJ is the final authority in awarding renewals of contracts.

DEBARMENT, SUSPENSION, OR DISQUALIFICATION

The ESCNJ will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report (https://www.state.nj.us/treasury/revenue/debarment/index.shtml).

All bidders are required to submit a sworn statement indicating whether or not the bidder is, at the time of the bid, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List or the State of New Jersey Consolidated Debarment Report, or the Federal Debarred Vendor List—Excluded Parties List System—System for Award Management—SAM.gov

IRAN DISCLOSURE OF INVESTMENT ACTIVITIES N.J.S.A. (18A:18A-49.4)

The ESCNJ, pursuant to N.J.S.A. 18A:18A-49.4, shall implement and comply with Public Law 2012, c.25, Disclosure of Investment Activities in Iran—N.J.S.A. 52:32-55 et seq.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete a certification attesting, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification.

If the ESCNJ determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran under section 4 of P.L.2012, c.25 (C.52:32-58), the ESCNJ shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59).

In addition, bidders must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form.

The ESCNJ has provided within the specifications, a Disclosure of Investments Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the ESCNJ, to complete, sign and submit with the proposal.

Failure to complete, sign and submit the Disclosure of Investment Activities in Iran form prior to award shall be cause for rejection of the bid or proposal.

PREVAILING WAGES

Where applicable, all vendors must adhere to NJ State Prevailing Wage laws; All subcontractors named in this bid understand the requirements of the subcontractor to pay prevailing wages in full accordance with the law, where applicable**.**

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

No business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. **Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.**

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is required.

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

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

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

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

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

Company _____ Name _____

Signature _____ Title _____

ASSURANCE OF COMPLIANCE – RETURN WITH BID

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

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

Criminal History Background Checks—N.J.S.A. 18A:6-7.1--Requirement
When applicable, the contracted service provider, shall provide to the school district prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in **regular contact** with students, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide a proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract. See NJDOE Broadcast 9/9/19.

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

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

Name of Company _____

Name of Authorized Representative _____
Signature _____ Date _____

RETURN WITH BID

Educational Services Commission of New Jersey
Business Office
1660 Stelton Road, Floor 2
Piscataway, New Jersey 08854

Chapter 271
Political Contribution Disclosure Form

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

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

Reportable Contributions

Date of Contribution	Amount of Contribution	Name of Recipient Elected Official/ Committee/Candidate	Name of Contributor

The Business Entity may attach additional pages if needed.

_____

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

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

Certification

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

Name of Authorized Agent _____

Signature _____ Title _____

Business Entity _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

- any State, county, or municipal committee of a political party
- any legislative leadership committee*[2]
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

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

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

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

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

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

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

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

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

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

P.L. 2005, c. 271

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As used in this section:

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

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

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

4. This act shall take effect immediately.

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

STATE OF NEW JERSEY - RETURN WITH BID
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

Part 1

FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive**. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☐ **I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ **I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below**. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.
PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name:_____
Relationship to Bidder/Vendor:_____
Description of Activities:_____
_____
Duration of Engagement:_____Anticipated Cessation Date_____
Bidder/Vendor_____

Contact Name:_____Contact Phone Number:_____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the Educational Services Commission of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of contracts with the Educational Services Commission of New Jersey to notify the Educational Services Commission of New Jersey in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreements(s) with the Educational Services Commission of New Jersey and that the Educational Services Commission of New Jersey at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____Signature: _____

Title: _____Date: _____
Bidder/Vendor: _____
Failure to submit this form prior to award will be cause for bid rejection.

Statement of Suspension or Debarment - RETURN WITH BID

STATE OF NEW JERSEY/ _____
Specify, of other

COUNTY OF _____

I, _____ of the (City, Town, Borough)

of _____ State of _____ of full age,

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

I am _____ of the firm

of _____ the Bidder

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

Name of Contractor: _____
(Company Name)

By: _____
(Signature of authorized representative)

Subscribed and sworn to before me

This_____ day of _____, 20 ____

_____
(Seal) Notary Public of New Jersey/
Specify Other State

My Commission expires_____ 20 ___

STATEMENT OF OWNERSHIP DISCLOSURE - RETURN WITH BID

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

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

Name of Organization: _____
Organization Address: _____
City, State, ZIP: _____

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

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

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

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

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

☐ Other (be specific): _____

Part II Check the appropriate box

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

OR

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

STATEMENT OF OWNERSHIP DISCLOSURE – continued - RETURN WITH BID

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

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

STATEMENT OF OWNERSHIP DISCLOSURE – continued - RETURN WITH BID

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

Part IV Certification

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

will constitute a material breach of my agreement(s) with the, permitting the ***ESCNJ and/or its members*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

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

CERTIFICATE OF AUTHORITY - RETURN WITH BID

All bidders are to submit their Sworn Contractor Certification, a current valid "Certificate of Authority" as issued by the New Jersey Department of Treasury. Reference—N.J.S.A. 18A:7G-37.

Sample Certificate of Authority


STATE OF NEW JERSEY
Certificate of Authority
DIVISION OF TAXATION
TRENTON, N J 08695
The person, partnership or corporation named below is hereby authorized to collect
NEW JERSEY SALES & USE TAX
pursuant to N.J.S.A. [redacted]
This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected.
Acting Director, Division of Taxation
[redacted]
Tax Registration No. [redacted]
Tax Effective Date 10-15-10
Document Locator No. [redacted]
Date Issued 10-14-10
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

CHANGE ORDERS (N.J.A.C. 6A:26-4.9, 4.10 et seq.) (N.J.A.C. 5:30-11.1 et seq.)

Co-op member Approval Required; Prior to Issuance of Change Order (N.J.A.C. 5:30-11.2)

Change orders may be approved by the Co-op member in an amount up to twenty percent (20%) when necessitated by one of the following:

- Emergencies consistent with N.J.S.A. 18A:18A-7;
- Unforeseeable physical conditions; or
- Minor modifications to the project/scope that achieve cost savings, improve service or resolve construction conditions.

Division of Finance (NJDOE) Approval

All other change orders shall be approved by the Division of Finance (NJDOE) when extraordinary circumstances exist such as:

- Change order amounts greater than twenty percent (20%);
- Change orders that eliminate or affect the project scope; or
- Change orders that affect the number, size, configuration, location or use of co-op member spaces.

All contractors are prohibited to perform any change order unless so directed in writing by the Co-op member.

CONTRACTOR TRADE LICENSES - RETURN WITH BID

All bidders are to submit with their proposal all current, valid contractor or trade licenses as issued by the New Jersey Division of Consumer Affairs, for any trade or specialty area the contractor seeks to perform work for this particular proposal.

Sample Contractor Trade License



CONTRACTOR'S REGISTRATION EVIDENCE —"Public Works Contractor Registration Act"

A. Valid Certificate – Receipt of Bid

All Contractors must adhere to the provisions of the Public Works Contractor Registration Act - N.J.S.A. 34:11-56.48 et. seq. The PWCRA requires that "*No contractor shall bid on any contract for public work as defined in N.J.S.A.34:11-56.26 unless the contractor is registered pursuant to this act.*" The law requires that all contractors and sub-contractors named in the proposal possess a valid certificate at the time the proposal is received by the contracting unit, in this case the ESCNJ.

B. Submission of Certificate – Receipt of Bid; Prior to Award--Mandatory

All bidders are requested to submit with the bid package or prior to the award of contract, a current Public Works Contractor Registration Certificate that was issued prior to the receipt of the bid.

The vendor(s) who is deemed to receive the contract award must submit a copy of the current New Jersey Department of Labor and Workforce Development Public Works Contractor Registration Certificate, and if applicable, copies of certifications of all listed subcontractors, prior to the award of contract. **If the successful vendor fails to provide copies of certificates prior to the award of contract, the bid shall be rejected as non-responsive.**

For more information contact:

Contractor Registration Unit
Division of Wage and Hour Compliance
New Jersey Department of Labor & Workforce Development
PO Box 389
Trenton, New Jersey 08625-0389
Tel: 609-292-9464
Fax: 609-633-8591
E-mail: wage.hour@dol.nj.gov
Web site: lwd.dol.state.nj.us/labor/wagehour/content/contact_us.html

PRE-QUALIFICATION OF BIDDERS

A. **DPMC Prequalification--** Pursuant to N.J.S.A. 18A:18A-26, 27 et seq., all Bidders on any contract for public works which the entire cost of the contract exceeds $20,000, must be pre-qualified by the Department of Treasury, Division of Property Management and Construction, as to charter and amount of public work on which they may submit bids. No person shall be qualified to bid on any public work contract with the Commission if he has not submitted a statement to the Department of Treasury, Division of Property Management and Construction which fully develops the financial ability, adequacy of plant and equipment, organization and prior experience of the prospective bidder, and such other pertinent and material facts, within a period of one year preceding the date of opening of the bids for such contract.

NJSDA Prequalification---Pursuant to N.J.S.A. 18A:7G-33, all contractors bidding on any contract for a School Facilities Project as defined in N.J.A.C. 6A:26-1.2, shall be prequalified with the New Jersey School Development Authority in the major construction trades listed in N.J.S.A. 18A:7G-33. Bidders will have to submit a Sworn Contractor Certification attesting to the NJSDA prequalification. Named subcontractors shall also be pre-qualified with the NJSDA—N.J.A.C. 6A:26-4.7 (b) (3).

Maintenance Projects—Contractors are reminded that maintenance projects solely to achieve the design life of a school facility and routine maintenance do not constitute a school facility project and therefor NJSDA prequalification is not a requirement. Reference N.J.A.C. 6A:26-1.2002E

B. **Prequalification Affidavit--No Material Adverse Change**

Every pre-qualified Bidder must submit with his proposal, a notarized affidavit setting forth the type of work and the amount of work for which he has been qualified, that there has been no material adverse change in his qualification information, the total amount of completed work on contracts at the time and date of the classification. **Any bid not including a copy of this affidavit shall be rejected as being non-responsive to bid requirements.** (N.J.S.A. 18A:18A-32)

C. Bidders shall furnish satisfactory evidence that he and his subcontractors have sufficient means and experience in the type of work to complete the project in accordance with the bid specifications. A subcontractor listing and bidder's personnel and experience sheet shall be submitted to the ESCNJ as part of the bidding documents. Where the Bidder intends to subcontract any portion of the project, the cost of which will exceed $20,000.00, the sub-contractor shall be pre-qualified to perform the work and the bidder shall submit the requisite documentation pertaining to the sub-contractor in accordance with Paragraphs A and B above. The ESCNJ may make such additional investigations as it deems necessary to determine the ability, competence and financial responsibility of the bidder to perform their work. The bidder shall furnish the ESCNJ with the information and data for this purpose upon request. The ESCNJ reserves the right to reject any bid if the information fails to establish to the ESCNJ's satisfaction that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated here.

D. **Notice of Classification--**(For Contracts Exceeding $20,000) N.J.S.A. 18A:18A-26 et seq., N.J.S.A. 52:35-1 et seq.
Each Bidder shall submit with his/her bid a copy of a valid and active Notice of Classification letter issued by the Department of Treasury, Division of Property Management and Construction as appropriate to the nature of the bid. **Any bid submitted to the ESCNJ under the terms of New Jersey Statutes not including a copy of a valid and active classification letter shall be rejected as being non-responsive to bid requirements.**

"The Co-op member, through its authorized agent, shall upon completion of the contract report to the State agency listed on the pre-qualification/classification letter as to the contractor's performance and shall furnish such report from time to time during performance if the contractor is then in default".

E. **Uncompleted Contracts--**(For Contracts Exceeding $20,000) - N.J.A.C. 17:19-2.13(a)
The ESCNJ also requires that each bidder submit with his bid a certified Total Amount of Uncompleted Contracts form as prescribed by code. (Form DPMC 701). **Failure to submit this document will result in the rejection of the bid as being non-responsive.**

PREVAILING WAGES: CONSTRUCTION, ALTERATIONS, REPAIRS
The State of New Jersey Prevailing Wage Act, Chapter 150 Laws of 1963 with applicable wage rates by County as published by the Department of Labor and Workforce Development in conformance with N.J.S.A. 34:11-56:25, is hereby made a part of these Contract Documents. Copies of these wage rates may be obtained from the State Department of Labor and Workforce Development, and/or viewed athttps://www.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html
http://lwd.dol.state.nj.us/http://lwd.dol.state.nj.us/, the Prevailing Wages Determination Section.

- **Compliance with New Jersey Prevailing Wage Act**

Every contractor and subcontractor performing services in connection with this project, shall pay all workers a wage rate not less than the published prevailing wage rates, for the locality the work is being performed, as designated by the New Jersey Department of Labor and Workforce Development.

- **Certified Payrolls**

Contractor agrees to submit to the Co-op member a certified payroll for each payroll period within ten (10) days of the payment of wages. Contractor further agrees that no payments will be made to the Contractor if certified payrolls are not received. It is the Contractor's responsibility to insure timely receipt by the district of certified payrolls.

- **Submission of Affidavit**

Before final payment, the contractor shall furnish the co-op member with an affidavit stating that all workers have been paid the prevailing rate of wages in accordance with State of New Jersey requirements. The contractor shall keep an accurate record showing the name, craft, or trade and actual hourly rate of wages paid to each workman employed by him in connection with this work. Upon request, the Contractor(s) and each Subcontractor shall file written statements certifying to the amounts then due and owing to any and all workmen for wages due on account of the work. The statements shall be verified by the oaths of the Contractor or Subcontractor, as the case may be.

- **Posting of Prevailing Wages**

The contractor shall post the prevailing wage rates for each craft and classification involved in the work, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work and in such place or places as used to pay workers their wages. (Reference 18A:7G-23 and N.J.S.A 34:11-56.32.)

- **Prevailing Wages Certification—Submission with Bid**

The bidder shall submit a Prevailing Wages Certification with its bid package.

- **Non-compliance Statement**

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

EQUIPMENT CERTIFICATION (N.J.S.A. 18A:18A-23)

Each Bidder shall provide a certification showing that he/she owns, leases or controls all the necessary equipment required by the specifications. If the Bidder is not the actual owner or lessee of any such equipment, he/she shall submit a certificate stating the source from which the equipment will be obtained and shall obtain a certificate from the owner and person in control of the equipment, definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary.

The certificates are to be submitted with the bid. If the contract involves the installation of a manufactured system which requires the contractor to have special knowledge or training, or to be specifically certified by the manufacturer to install their system, this form is used to submit such required evidence of the bidder's approval from the manufacturer.

SUBCONTRACTING: ASSIGNMENT OF CONTRACT - RETURN WITH BID

Contractors, services providers, and all vendors with whom the ESCNJ has an executed contract, may not subcontract any part of any work done or assign any part of the contract for goods or materials for ESCNJ and Co-op members without first receiving written permission from the ESCNJ. Awarded vendors may add additional subcontractors after submitting the proper paperwork and upon approval from the ESCNJ. Under no condition will any work specified be subcontracted without the ESCNJ's prior written approval. **Failure to adhere to this requirement may result in revocation of a contract.**

Contractors, service providers, and vendors using subcontractors assume all responsibility for work performed by subcontractors. The ESCNJ must approve all subcontractors and will require the following documents to be secured from all approved subcontractors:

-Affirmative Action Evidence – Construction type contracts
-Americans with Disabilities Act of 1990
-Assurance of Compliance
-Certificate of Authority
-Certifications and Licenses as applicable
-Contractor's Registration Certificate (Public Works)
-Disclosure of Investment Activities in Iran
-Equipment Certification
-Insurance Certificate as outlined in the bid specifications;
-New Jersey Business Registration Certificate
-New Jersey School Development Authority Prequalification
-Notice of Classification Form (DPMC)
-Political Contribution Disclosure Form
- Prequalification Affidavit--No Material Adverse Change
-Prevailing Wages Compliance Certification
-Statement of Ownership (Ownership Disclosure Certification)
-Statement of Suspension or Debarment
-Subcontracting Assignments
-Sworn Contractor's Disclosure
-Total Amount of Uncompleted Contractor's Form—Certified (Form DPMC 701)
-Written certification that the subcontractor shall adhere to prevailing wages as provided through New Jersey State Law.

SUBCONTRACTING: ASSIGNMENT OF CONTRACT-continued

In cases of subcontracting, the Co-op member shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The Co-op member shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime contractors for nonpayment to subcontractors. Transportation carriers hired by the vendor to deliver goods and materials are not considered to be subcontractors. All vendors are responsible for submitting subcontractor documentation.

Penalties – Unauthorized Subcontractors

The Co-op member may deduct the amount of $1,000.00 (one thousand dollars) per day as a penalty, for each day a prime contractor uses a subcontractor without first receiving **written** permission as required.

Subcontractor Disclosure Statement

If the bidder intends to subcontract any work, please submit the completed **Subcontractor Disclosure Statement found in this bid document.**

SWORN CONTRACTOR CERTIFICATION – (Bidder's Certification)

Pursuant to N.J.S.A. 18A:7G-37, a pre-qualified contractor seeking to bid school facilities projects, and any subcontractors, that are required to be named under N.J.S.A. 18A:7G-1 et seq. shall, as a condition of bidding, submit this Sworn Contractor Certification regarding qualifications and credentials. **Failure to complete, sign and submit the certification may lead to the bid being rejected.**

AFFIRMATIVE ACTION—Construction Contracts—Acknowledgement – RETURN WITH BID

The undersigned acknowledges and agrees to comply with the following:

AFFIRMATIVE ACTION—EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS—EEO

The construction contractor shall complete and submit an Initial Project Workforce Report, **Form AA-201** listing their entire work force and all employees that may be used for any jobs under this ESCNJ Co-op contract with their bid submission. Proper completion and submission of this Report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated. The awarded contractor(s) shall also complete and submit an Initial Project Workforce Report, **Form AA-201** to the owner before the start of any job entered into under this contract. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Department of Labor Workforce and Development and to the owner's Public Agency Compliance Officer.

All bidders should familiarize themselves with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE—EXHIBIT B. If awarded a contract, your company/firm will be required to comply with the above requirements.

Contractors and vendors are to familiarize themselves with the following document:

Vendor/Contractor Guidelines for Awarded Public Contracts

The document may be obtained from the New Jersey Division of Purchase and Property, Contract Compliance and Audit Unit, Equal Employment Opportunity (EEO) Program website or by visiting the following link:

https://www.nj.gov/treasury/contract_compliance/https://www.state.nj.us/treasury/contract_compliance/pdf/vc.pdf

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ Date _____

EXHIBIT B - RETURN WITH BID

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27-1.1 et seq.
CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. I7:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) EXHIBIT B - RETURN WITH BID
(C) MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(D) N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
(E) N.J.A.C. 17:27-1.1 et seq.
(F) CONSTRUCTION CONTRACTS-continued

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
EXHIBIT B (Continued)

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contactor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and

trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq. (Revised: January, 2016)

Company _____

Signature _____

Name _____
Title _____

Sample-AA201

Official Use Only

Assignment

Code

STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

FORM AA-201
Revised 11/11

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf

1. FID NUMBER

2. CONTRACTOR ID NUMBER

3. NAME AND ADDRESS OF PRIME CONTRACTOR

(Name)

(Street Address)

(City) (State) (Zip Code)

4. IS THIS COMPANY MINORITY OWNED [ ] OR WOMAN OWNED [ ]

5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT

Name:
Address:

CONTRACT NUMBER **DATE OF AWARD** **DOLLAR AMOUNT OF AWARD**

6. NAME AND ADDRESS OF PROJECT

Name:
Address:

7. PROJECT NUMBER

COUNTY

8. IS THIS PROJECT COVERED BY A PROJEC
LABOR AGREEMENT (PLA)? YES

9. TRADE OR CRAFT	PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE - IN DATE	PROJECTED COMPLETION DATE
	MALE		FEMALE		MALE		FEMALE			
	J	AP	J	AP	J	AP	J	AP		
1. ASBESTOS WORKER										
2. BRICKLAYER OR MASON										
3. CARPENTER										
4. ELECTRICIAN										
5. GLAZIER										
6. HVAC MECHANIC										
7. IRONWORKER										
8. OPERATING ENGINEER										
9. PAINTER										
10. PLUMBER										
11. ROOFER										
12. SHEET METAL WORKER										
13. SPRINKLER FITTER										
14. STEAMFITTER										
15. SURVEYOR										
16. TILER										
17. TRUCK DRIVER										
18. LABORER										
19. OTHER										
20. OTHER										

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

(Signature)

10. (Please Print Your Name) (Title)

(Area Code) (Telephone Number) (Ext.) (Date)

INSTRUCTIONS FOR COMPLETING THE INITIAL PROJECT WORKFORCE REPORT – CONSTRUCTION (AA201)

DO NOT COMPLETE THIS FORM FOR GOODS AND/OR SERVICE CONTRACTS

1. **Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for but not yet issued, or if your business is such that you have not or will not receive a Federal Identification Number, enter the social security number assigned to the single owner or one partner, in the case of a partnership.**

2. **Note: The Department of Labor & Workforce Development, Construction EEO Monitoring Program will assign a contractor ID number to your company. This number will be your permanently assigned contractor ID number that must be on all correspondence and reports submitted to this office.**

3. **Enter the prime contractor's name, address and zip code number.**

4. **Check box if Company is Minority Owned or Woman Owned**

5. **Enter the complete name and address of the Public Agency awarding the contract. Include the contract number, date of award and dollar amount of the contract.**

6. **Enter the name and address of the project, including the county in which the project is located.**

7. **Note: A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract. This number must be indicated on all correspondence and reports submitted to this office relating to this contract.**

8. **Check "Yes" or "No" to indicate whether a Project Labor Agreement (PLA) was established with the labor organization(s) for this project.**

9. **Under the Projected Total Number of Employees in each trade or craft and at each level of classification, enter the total composite workforce of the prime contractor and all subcontractors projected to work on the project. Under Projected Employees enter total minority and female employees of the prime contractor and all subcontractors projected to work on the project. Minority employees include Black, Hispanic, American Indian and Asian, (J=Journey worker, AP=Apprentice). Include projected phase-in and completion dates.**

10. **Print or type the name of the company official or authorized Equal Employment Opportunity (EEO) official include signature and title, phone number and date the report is submitted.**

This report must be submitted to the Public Agency that awards the contract and the Department of Labor & Workforce Development, Construction EEO Compliance Monitoring Program after notification of award, but prior to signing the contract.

THE CONTRACTOR IS TO RETAIN A COPY AND SUBMIT COPY TO THE PUBLIC AGENCY AWARDING THE CONTRACT AND FORWARD A COPY TO:

NEW JERSEY DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING UNIT
P.O. BOX 209
TRENTON, NJ 08625-0209
(609) 292-9550

EQUIPMENT CERTIFICATION - RETURN WITH BID

In accordance with N.J.S.A. 18A:18A-23, I hereby certify that

A) _____owns all the necessary equipment as required by the
Name of Company
specifications and to complete the specified public work project.

or

B) _____leases or controls all the necessary equipment as required
Name of Company
by the specifications and to complete the specified public work project.

PLEASE NOTE: If your company is not the actual owner of the equipment, **you shall submit with the bid:**

1. A certificate stating the source from which the equipment will be obtained and

2. Obtain and submit with the bid a certificate from the owner and person in control of the equipment, definitely granting to the bidder the control of the equipment required during such time it may be necessary for the completion of that portion of the contract for which said equipment will be necessary.

Name of Company_____

Authorized Agent

Title_____

Authorized Signature_____

PRE-QUALIFICATION AFFIDAVIT—NO MATERIAL ADVERSE CHANGE - RETURN WITH BID

The below affidavit must be submitted with your bid for projects over $20,000.00 pursuant to N.J.S.A. 18A:18A-32:

I, _____ of the City of _____
in the County of _____ and the State of _____

of full age, being duly sworn according to law on my oath depose and say that:

No Material Adverse Change in Qualification

I am_____ *(Position in Company)*, and the bidder for the above named project. The answers to the following statements are true and correct and that there has been no material adverse change in the qualification information subsequent to the latest statement submitted as required (N.J.S.A. 18A:18A-32 et seq.) as amended, except as set forth herewith. I further certify that there is not now pending any litigation or other action that may jeopardize my rating, status or contract limits from their current limits.

Notice of Classification (DPMC 27)

_____ *(Name of Company)* is classified by the State of New Jersey pursuant to N.J.S.A. 52:35-1 et seq. This Classification became effective (Date).
Type of Contract/Trade Classified: _____

_____

Classification Approved Amount $_____
A copy of my valid and active prequalification/classification certificate from the Department of Treasury, Division of Property Management and Construction has been submitted with this bid.

Total Amount of Uncompleted Contracts (DPMC 701)

The total amount of uncompleted work is $_____ as of _____(Date).
A copy of the company's Total Amount of Uncompleted Contracts form is required to be submitted with the bid.

NJSDA Prequalification

The _____ (Name of Company), pursuant to N.J.S.A.18A:7G-33, is prequalified with the NJSDA on contracts for "school facilities" projects as defined by code. NJSDA prequalification is not a requirement for maintenance projects.

_____ _____
Signature of Authorized Representative **Date**

Sworn and subscribed to before me this _____ day of _____ in the Year __

_____ _____Notary Public of _____
Signature of Notary **Print Name of Notary**

My Commission Expires:_____ _____ _____ **SEAL**
Month Day Year

PREVAILING WAGES COMPLIANCE CERTIFICATION - RETURN WITH BID

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

CERTIFICATION

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

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

Non-compliance Statement

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

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

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

* Yes _____ No _____

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

Submission of Certified Payroll Records

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

Name of Company: _____

Authorized Agent: _____

Title of Authorized Agent: _____

Authorized Signature: _____

SUBCONTRACTOR'S DISCLOSURE FORM - RETURN WITH BID

If the bidder **will** subcontract any part of their services /installation award, the bidder ***must*** do the following:

Provide the name, address and other pertinent information about the subcontractor;*

Please list subcontractor(s) here.

**Failure to identify the names and addresses of any subcontractors required to be named in the bid, or to submit the appropriate documents for each such subcontractor, may be cause for the bid to be rejected as being non-responsive.*

1. Sub-Contractor for _____

Name of Subcontracting Company_____

Address_____

City, State, Zip_____

Telephone_____Fax_____

E-Mail _____FEIN No_____

Authorized Agent _____ Title _____

Certification of Equipment

The_____hereby certifies the above named
Name of Bidding Company

subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

_____ _____

Authorized Agent (Print)—Bidder ***Signature of Authorized Agent—Bidder***

Bidders may make extra copies of this page to list additional subcontractors and subcontractors may be added throughout the life of the bid after receiving approval from the ESCNJ.

SUBCONTRACTOR'S DISCLOSURE FORM *(Continued)* - **RETURN WITH BID**

If the bidder **will** subcontract any part of their services /installation award, the bidder ***must*** do the following:

Provide the name, address and other pertinent information about the subcontractor;*

Please list subcontractor(s) here.

**Failure to identify the names and addresses of any subcontractors required to be named in the bid, or to submit the appropriate documents for each such subcontractor, may be cause for the bid to be rejected as being non-responsive.*

1. Sub-Contractor for Other _____

Name of Subcontracting Company_____

Address_____

City, State, Zip_____

Telephone_____Fax_____

E-Mail _____FEIN No_____

Authorized Agent _____ Title _____

Certification of Equipment

The_____hereby certifies the above named

Name of Bidding Company

subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

_____ _____

Authorized Agent (Print)—Bidder ***Signature of Authorized Agent—Bidder***

Bidders may make extra copies of this page to list additional subcontractors and subcontractors may be added throughout the life of the bid after receiving approval from the ESCNJ.

Sworn Contractor Certification; Qualifications and Credentials
(Bidder's Certification) - RETURN WITH BID

Pursuant to N.J.S.A. 18A:7G-37, a pre-qualified contractor seeking to bid school facilities projects, and any subcontractors, that are required to be named under N.J.S.A. 18A:7G-1 et seq. shall, as a condition of bidding, submit this Sworn Contractor Certification regarding qualifications and credentials.

I_____ the principal owner or officer of the company certify that the forgoing statements are true and our firm has the following qualifications and credentials:

1. A current, valid certificate of registration issued pursuant to "The Public Works Contractor Registration Act," N.J.S.A. 34:11-56:48 et seq. A copy of which is submitted with its bid;

2. A current, valid Certificate of Authority to perform work in New Jersey issued by the Department of Treasury, a copy of which is submitted with its bid;

3. A current valid contractor trade license required under applicable New Jersey Law for any specialty trade or specialty area in which the firm seeks to perform work, a copy of which is submitted with its bid;

4. During the term of the project, I as principal owner or officer of the company or corporation, as contractor, will have in place a suitable quality control and quality assurance program and appropriate safety and health plan.

5. Certify that, at the time of bidding, the amount of the bid proposal and value of all of its outstanding incomplete contracts does not exceed the firm's existing aggregate rating limit.

Name of Company_____

Name of Owner or Officer_____

Signature of Owner or Officer_____

Notarized before me this _____ day of _____, _____
Month Year

_____ _____
NOTARY PUBLIC SIGNATURE **Print Name of Notary Public**

My commission expires _____ _____, _____
Month Day Year

-SEAL-

RETURN WITH BID

State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
33 W. STATE STREET
PO BOX 034
TRENTON, NEW JERSEY 08625-0034

REPLY TO:
TEL: (609) 943-3400
FAX: (609) 292-7651

TOTAL AMOUNT OF UNCOMPLETED CONTRACTS

(This form is to be used with the NOTICE OF CLASSIFICATION when submitting bids to the ESCNJ.) I certify that the amount of uncompleted work on contracts is $_____.

The amount claimed includes uncompleted portions of all currently held contracts from all sources (public and private) in accordance with N.J.A.C. 17:19-2.13.

I further certify that the amount of this bid proposal, including all outstanding incomplete contracts does not exceed my prequalification dollar limit.

Affix corporate seal here

_____
Name of Firm

_____
Signature

_____
Title

_____

_____
Address

_____
Phone

Sworn to and Subscribed before me

This day ____ of _____ 20___
Notary Public

DPMC 701 (3/15)

Vendor Contact Form - RETURN WITH BID

This page should be included in your electronic file in Word format
so that we can copy and paste into our website.
Please do not handwrite the information; type it in.

If you are awarded a contract with the ESCNJ, we will post this contact sheet on our website for members to contact. Please complete and include with your bid package. List the individual(s) who will be best equipped to handle calls from our 1,300+ members and have knowledge of your award.

Bid	**Title of Bid: _____** **Bid #_____**
Vendor	
Representative	
Address	
Telephone #	
Fax #	
Email	
Website	

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

Signature: _____

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

Part D - Questionnaire
AEPA #023-A
MAINTENANCE, REPAIR AND OPERATION (MRO)

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

To submit the required forms, follow these steps:

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

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

Company Information
Service Questionnaire
Exceptions
Deviations

Company Information

Name of Company: _____

Company Address: _____

City, State, zip code: _____

Website: _____

Contact Person: _____

Title: _____

Phone: _____

Email: _____

Background

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

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

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

Under what additional, or, former name(s) has your business operated? _____

Is this business a corporation? _____ **No** _____ **Yes. If yes, complete the following:**
Date of Incorporation: _____
State of Incorporation: _____
Name of President: _____
Name(s) of Vice President(s): _____
Name of Treasurer: _____
Name of Secretary: _____

Is this business a partnership? _____ **No** _____ **Yes. If yes, complete the following:**
Date of Partnership: _____
State Founded: _____
Type of Partnership, if applicable: _____
Name(s) of General Partner(s): _____

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

Is this business different from those identified above? _____ **No** _____ **Yes**

If yes, describe the company's format, year and state of origin and names and titles of the principles below.

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

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

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

Business Headquarter Location

Business Address _____
City, State, zip code _____
Phone _____
How long at this address? _____

Business Branch Location(s)

Branch Address _____
City, State, zip code _____
Branch Address _____
City, State, zip code _____
Branch Address _____
City, State, zip code _____
Branch Address _____
City, State, zip code _____

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

Sales History

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

	2020	2021	2022 YTD
K-12 (public & private), Educational Service Agencies			
Higher Education Institutions			
Counties, Cities, Townships, Villages			
States			
Other Public Sector & Non-profits			
Private Sector			
Total			

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

	2020	2021	2022 YTD
K-12 (public & private), Educational Service Agencies			
Higher Education Institutions			
Counties, Cities, Townships, Villages			
States			
Other Public Sector & Non-profits			
Private Sector			
Total			

Work Force

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

Function	Name	Title	Phone	Email
Contract Manager				
Sales Manager				
Customer & Support Manager				
Distributors, Dealers, Installers, Sales Reps				
Consultants & Trainers				
Technical, Maintenance & Support Services				
Quotes, Invoicing & Payments				
Warranty & After the Sale				
Financial Manager				

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

Number of Sales Reps	City	State

Describe how your company will implement training and knowledge of the contract with your respective sales force. Furthermore, describe how your company plans to support and train your sales force on a national, regional, or local level and generally assist with the education of sales personnel about the resulting contract.

Click or tap here to enter text.

What is your company's plan, if your company were awarded the contract, to service up to 29 states. Describe if your company has a national sales force, dealer network, or distributor(s) with the ability to call on eligible agencies in the participating states in AEPA.

Click or tap here to enter text.

Products, Services & Solutions

Provide a description of the Products, Services & Solutions to be provided by the product category set forth in Part B - Specifications. The primary objective is for each Supplier to provide its complete product, service, and solutions offerings that fall within the scope of this solicitation so that participating agencies may order a range of products as appropriate for their needs.

Click or tap here to enter text.

Distribution

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

Click or tap here to enter text.

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

Center Type	City	State

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

Click or tap here to enter text.

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.

Click or tap here to enter text.

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.

Click or tap here to enter text.

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.

Click or tap here to enter text.

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.

Click or tap here to enter text.

Marketing

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

Name	Title	Phone	Email

Describe how this business marketed its products and services to schools, nonprofit organizations, and other public sector audiences in Fiscal Year 2021– 2022 (July 1 – June 30). List all conventions, conferences, and other events at which this company exhibited.

Click or tap here to enter text.

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.
Click or tap here to enter text.

Cooperative Marketing. Describe ways in which your company will collaborate with AEPA Member Agencies in marketing the resulting contract. Submit any supplemental materials as PDFs and title it Exhibit A – Marketing Plan. • Process on how the contract will be launched to current and potential agencies. • The ability to produce and maintain in full color print advertisements in camera-ready electronic format, or electronic advertisements, including company logos and contact information. • Anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract. • How the contract award will be displayed/linked on the Respondent's website.
Click or tap here to enter text.

Environmental Initiatives

Describe how your products and/or services support environmental goals.
Click or tap here to enter text.

Indicate if your company has any products in your offering that have any third-party environmental certifications.
Click or tap here to enter text.

Describe the business's "green" objectives (i.e. LEED, reducing footprint, etc.).
Click or tap here to enter text.

Describe what percentage of your offering is environmentally preferable and what are your company's plans to improve this offering.
Click or tap here to enter text.

Additional Information

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

If applicable, describe your company's ability to integrate into other ecommerce sites: Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.). Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.
Click or tap here to enter text.

Disclosures

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

If **Yes, <u>AN ATTACHMENT IS REQUIRED</u>:** List and explain current actions, such as, Federal Debarment (on US General Services Administration's "Excluded Parties List"), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

References

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

Agency	Name	Title	Phone Number	Email
1.				
2.				
3.				
4.				
5.				

Service Questionnaire

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

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

South Carolina	Yes			
Texas	Yes			
Virginia	Undecided			
Washington	Yes			
West Virginia	Yes			
Wisconsin	Yes			
Wyoming	Yes			

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

If YES, what is the website? _____

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

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

Does this business have a toll-free customers support phone option? _____ **No** _____ **Yes**

Does this business offer local customer and support service options? _____ **No** _____ **Yes**

State your normal delivery time (in days) and any options for expediting delivery.
Click or tap here to enter text.

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?
Click or tap here to enter text.

Describe your company's payment terms as well as any quick pay discounts.
Click or tap here to enter text.

State your company's return policy and any applicable State restocking fees.
Click or tap here to enter text.

Describe any special program that your company offers that will improve customers' ability to access products, on-time delivery, or other innovative strategies.
Click or tap here to enter text.

Pricing

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

Will you offer customized price lists to participating entities as encouraged per the pricing terms of Part A? _____ **No** _____ **Yes**

Will you offer hot list pricing (optional) as described in the pricing terms of Part A? _____ **No** _____ **Yes**

Will you offer volume price discounts as described in the pricing terms of Part A? _____ **No** _____ **Yes**

Competitiveness: In order for your response to be considered, your company must offer AEPA prices that are equal to or lower than those normally offered to individual entities or cooperatives with equal or lower volume.

Is the pricing that is proposed to AEPA equal to or lower than pricing your company offers to individual entities or cooperatives with equal to or lower volume? **No** _____ **Yes** _____

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

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

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

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

If YES, identify which cooperative and the respective expiration date(s).
Click or tap here to enter text.

If YES, and your business is awarded an AEPA contract, explain which contract your business will lead with in marketing and sales representative presentations (sales calls)?
Click or tap here to enter text.

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

Leasing: Do your business offer leasing arrangements under this solicitation? _____ **No** _____ **Yes**
If Yes, please indicate how the rate factor is determined and other cost factors below.
Click or tap here to enter text.

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

Responsibilities	**Yes,** indicate with an "X"	**No,** indicate with an "X"
1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the AEPA contract.		
2. Train and educate sales staff on what the AEPA contract is: including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.		

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

Exceptions

Instructions:

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

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

IFB Section and Page Number	Outline Number	Term and Condition	Exception

Deviations

Instructions:

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

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

Outline Number Part B	**Specification (describe)**	**Details of Deviation**

Part E – Signature Forms

AEPA 023-A
Maintenance, Repair and Operation (MRO)

Instructions

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

To submit the required signed forms, follow these steps:

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

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

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

Uniform Guidance "EDGAR" Certification Form – ****signature required***
Bid Affidavit – ****signature required***
Acceptance of Bid & Contract Award – ****signature required***

Uniform Guidance "EDGAR" Certification Form
2 CFR Part 200

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

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

1. Violation of Contract Terms and Conditions

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

2. Termination for Cause of Convenience

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

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

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

3. Equal Employment Opportunity

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

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

4. Davis Bacon Act

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

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

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

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

5. Contract Work Hours and Safety Standards Act

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

6. Right to Inventions Made Under a Contract or Agreement

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

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

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

9. Byrd Anti-Lobbying Amendment

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

10. Procurement of Recovered Materials

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

11. Profit as a Separate Element of Price

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

12. General Compliance with Participating Agencies

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

13. Governing Law; Forum Selection.

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

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

By initialing the table (1-13) and signing below, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.		
Respondent Certification (By Item)	**Respondent Certification:** **YES**, I agree or **NO,** I do NOT agree	**Initial**
1. Violation of Contract Terms and Conditions		
2. Termination for Cause of Convenience		
3. Equal Employment Opportunity		
4. Davis-Bacon Act		
5. Contract Work Hours and Safety Standards Act		
6. Right to Inventions Made Under a Contract or Agreement		
7. Clean Air Act and Federal Water Pollution Control Act		
8. Debarment and Suspension		
9. Byrd Anti-Lobbying Amendment		
10. Procurement of Recovered Materials		
11. Profit as a Separate Element of Price		
12. General Compliance with Participating Agencies		
13. Governing Law; Forum Selection.		

_____
Name of Business

_____
Signature of Authorized Representative

_____
Printed Name

_____
Date

Solicitation Affidavit

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

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

Authorized Representative (Please print or type)	Mailing Address
Title (Please print or type)	City, State, Zip
Signature of Authorized Representative	Date

Acceptance of Solicitation & Contract

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

PART I: RESPONDENT

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

Business Name _____ **Date** _____

Address _____ **City, State Zip** _____

Contact Person _____ **Title** _____

Authorized Signature _____ **Title** _____

Email _____ **Phone** _____

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2024 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency _____

Authorized Representative _____

Awarded this	**day of**	**Contract Number**
Contract to commence (Member Agency to select)	3/1/2023	**Or**

Solicitation Checklist

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

"x"	**Document Title, Uploaded to Public Purchase** *(Respondent must submit documents in the required title/format)*	**Format of Uploaded Document**	**Notes**
	Bid Bond – if Required, see Part B if applicable.	Upload PDF copy. The original must be received by Lakes Country Service Cooperative by due date and time.	Send to Lakes Country Service Cooperative.
	Part C – State-Specific Forms – ***Name of Responding Company***	Single, Scanned PDF	**New Jersey Only Requirement.** Signatures Required.
	Part D - Questionnaire – ***Name of Responding Company*** Includes: • Company Information • Service Questionnaire • Exceptions • Deviations	Single, Scanned PDF	**Required.**
	Part E – Signature Forms – ***Name of Responding Company*** Includes: • Uniform Guidance "EDGAR" Certification • Bid Affidavit • Acceptance of Bid & Contract Award	Single, Scanned PDF	**Required.** Signatures required.
	Part F – Pricing Schedule – ***Name of Responding Company***	Excel Workbook	**Required.**
	Price List and/or Catalog – ***Name of Responding Company***	Upload PDF	**Required.**
	Exhibit A – Marketing Plan – ***Name of Responding Company***	Scanned PDF	**Optional.** Form not provided by AEPA, Respondent Created

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

AEPA #023-A MRO

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.

Part F.1 is a REQUIRED FORM

No.	Grouping of Discount	Discount Offered for This Grouping	Comments
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
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26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			

Part F.2 – Price Schedule
AEPA #023-A MRO

INSTRUCTIONS: Download the Net Effective Bid Price and respective information for all line items in the entire catalog. Use a separate spreadsheet for each catalog. Alternatively, you may upload separate spreadsheets as long as they contain this minimum information, 1. the name and brief description of hte product, including the manufacture (if applicable), 2. The current price of the item at the bid due date, 3. The discount percentage offered for this bid, 3. The final price after the bid discount. Please be sure to set the 'Print Area' PRIOR to submitting your bid response.

NOTE: The Net Effective Price MUST be consistent with the percentage discounts listed on the F.1 tab. Failure to have price correspond may be cause for rejection of your offer.

Part F.2 OR Vendor created spreadsheets with the information listed in the note below is REQUIRED for a complete response.

Bidding Company Name:	*Enter company name here*	Catalog Name:	*Enter catalog name here*

No.	Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Bid Discount Percentage	Net Effective Bid Price	Comments	No.
1											1
2											2
3											3
4											4
5											5
6											6
7											7
8											8
9											9
10											10
11											11
12											12
13											13
14											14
15											15
16											16
17											17
18											18
19											19
20											20
21											21
22											22
23											23
24											24
25											25
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27											27
28											28
29											29
30											30
31											31
32											32
33											33
34											34
35											35
36											36
37											37
38											38
39											39
40											40
41											41

Part F.3 – Services Price Schedule

AEPA #023-A MRO

Bidding Company Name:	*Enter company name here*

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

Part F.3 is an OPTIONAL FORM

Design Services

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

Installation Services

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

Training Services

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

Warranty

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

Support Services

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

Part F.4 – Volume Discounts Schedule
AEPA #023-A MRO

Bidding Company Name:	*Enter company name here*

Part F.4 is an OPTIONAL FORM

Additional Discount for One Time Purchase or a Group of Local Agencies in a Geographic Area Combining Requirements (Estimate Annual Spend):

Dollar Amount FROM	Dollar Amount TO	Catalog Name	Additional Discount Offered (%)
Example - $0	*$50,000*	*MyCompanyGeneral 2014 Catalog*	*5.0%*

Customer Name	Street Address	City	State	Zip	PO #	Item #	Item Description	Manufacturer #	Qty	Extended Advertised Price	Extended AEPA Price	Savings
										Total Purchases		
										Total Administrative Fee		

Public | Purchase™

Questions for Bid IFB #023-A - Maintenance, Repair & Operations (MRO)

Question #1

Good Afternoon-
When will the recording from today's pre-bid call be available and how can it be accessed? Thank you.
~kim

Aug 17, 2022 1:45:13 PM CDT
By: Ferguson Enterprises - Ferguson1234

Answers

The recordings from the August 18, 2022 non-mandatory bid calls are posted on the AEPA website, aepacoop.org, at this link: https://aepacoop.org/bidding-information/bid-2023/#9511-non-mandatory-conference-calls

Aug 19, 2022 1:39:00 PM CDT
By: jeastes_aepa

Archive Answer Reject

Question #2

What is the length of time pricing should be good through? Right now Factory pricing is every changing

Aug 18, 2022 1:37:18 PM CDT
By: Varitec Controls & Service Solutions - Varitec

Answers

Percentage discounts are held for the contract period. Justification for pricing changes may be submitted to the category committee for approval at any time.

Aug 30, 2022 3:09:10 PM CDT
By: jeastes_aepa

Archive Answer Reject

Question #3

How do we add multiple catalog offerings in Part F?

Aug 18, 2022 1:37:49 PM CDT
By: Varitec Controls & Service Solutions - Varitec

Answers

You may add additional catalog offerings as a new tab, or a separate Excel sheet.

Aug 30, 2022 3:19:06 PM CDT
By: jeastes_aepa

Archive Answer Reject

Question #4

Can we provide cost-plus discount off wholesale for some catalogs rather than (or in addition to) discount off MSRP/list?

Aug 24, 2022 1:53:08 PM CDT
By: Ameresco, Inc. - tnoel

Answers

No, cost-plus discount off wholesale is not allowed under federal procurement rules.

Aug 30, 2022 3:18:18 PM CDT
By: jeastes_aepa

Archive Answer Reject

Question #5

It is our intent to provide all of our pricing via discount off catalog pricing (Sheet F1). Is this acceptable to submit without any line item level pricing (Sheet F2)?

Aug 24, 2022 1:53:20 PM CDT
By: Ameresco, Inc. - tnoel

Answers

F2 is a required form, so vendors must provide item level pricing per F2.

Aug 30, 2022 3:14:35 PM CDT
By: jeastes_aepa

Archive Answer Reject

Question #6

How easily/quickly can we update our catalog pricing as it pertains to inflation (Unpredictable Economic Price Adjustment)

Aug 24, 2022 1:53:28 PM CDT
By: Ameresco, Inc. - tnoel

Answers

Percentage discounts are held for the contract period. Justification for pricing changes may be submitted to the category committee for approval at any time.

Aug 30, 2022 3:08:53 PM CDT
By: jeastes_aepa

Archive Answer Reject

Question #7

If a state agency has opted not to participate (e.g. Illinois), can this schedule be offered to members in those states?

Aug 24, 2022 1:53:36 PM CDT
By: Ameresco, Inc. - tnoel

Answers

Under AEPA procedures, an AEPA state can take a contract into a state that did not sign the contract, but it is recommended the two states agree before that is done.

Aug 30, 2022 3:11:22 PM CDT
By: jeastes_aepa

Archive

Answer Reject

Question #8

Please verify that RSMeans can be used in addition to or in lieu of catalog pricing for this contract (MRO). Thanks.

Aug 24, 2022 4:26:55 PM CDT
By: Plug Smart - plugsmart

Answers

RSMeans is only allowed for line item, construction based bids. This is a catalog bid for supplies and equipment and RSMeans is not applicable.

Aug 30, 2022 3:04:55 PM CDT
By: jeastes_aepa

Archive

Answer Reject

Ask a Question

View Bid

Customer Support: agencysupport@publicpurchase.com | Copyright 1999-2022 © | The Public Group, LLC. All rights reserved.

The Public | Group™

Notifications Report

Agency: Association of Educational Purchasing Agencies
Bid Number: 159993
Bid Title: Maintenance, Repair & Operations (MRO)

Vendor Name	State	Invitation	Date	Email	Reason
8760 Service Group	MO	Classification	2022-08-02 08:15:42	dconard@8760sg.com	Bid Notification
A&A Electric & Underground Const., Inc.	MN	Classification	2022-08-02 08:15:42	aanda@kmtel.com	Bid Notification
A&K Energy Conservation	FL	Classification	2022-08-02 08:15:42	kim.cagle@akenergy.com	Bid Notification
ABCO TRADE INC	NY	Classification	2022-08-02 08:15:42	kaythank26@gmail.com	Bid Notification
Accord Electric, Inc.	MN	Classification	2022-08-02 08:15:42	info@accordelectric.net	Bid Notification
Action Battery Wholesalers, Inc.	WI	Classification	2022-08-02 08:15:42	tlodico@qwest.net	Bid Notification
Adair Electric Company	MN	Classification	2022-08-02 08:15:42	natestoltz@adairelectricco.com	Bid Notification
Adair Electric Company	MN	Classification	2022-08-19 12:39:01	natestoltz@adairelectricco.com	Bid Answer
Adair Electric Company	MN	Classification	2022-08-30 14:04:55	natestoltz@adairelectricco.com	Bid Answer
Adair Electric Company	MN	Classification	2022-08-30 14:08:54	natestoltz@adairelectricco.com	Bid Answer
Adair Electric Company	MN	Classification	2022-08-30 14:09:11	natestoltz@adairelectricco.com	Bid Answer
Adair Electric Company	MN	Classification	2022-08-30 14:11:23	natestoltz@adairelectricco.com	Bid Answer
Adair Electric Company	MN	Classification	2022-08-30 14:14:36	natestoltz@adairelectricco.com	Bid Answer
Adair Electric Company	MN	Classification	2022-08-30 14:18:19	natestoltz@adairelectricco.com	Bid Answer
Adair Electric Company	MN	Classification	2022-08-30 14:19:07	natestoltz@adairelectricco.com	Bid Answer
Air Filter Factory, LLC	OH	Classification	2022-08-02 08:15:42	steve@afilters.com	Bid Notification
AIR FORCE ONE HVAC LLC	GA	Classification	2022-08-02 08:15:42	FREEMAN@AF1HVAC.COM	Bid Notification
Air Pro Inc.	NM	Classification	2022-08-02 08:15:42	airpronm@airpronm.com	Bid Notification
Airey-thompson	CA	Classification	2022-08-02 08:15:42	purchasing@aireythompson.com	Bid Notification
Airgas USA LLC	PA	Classification	2022-08-02 08:15:42	eas.govt.bid.desk@airgas.com	Bid Notification
Aleddra, Inc.	WA	Classification	2022-08-02 08:15:42	jeanne_cassidy@aleddra.com	Bid Notification
All Green Lighting Inc	CA	Classification	2022-08-02 08:15:42	dmccormick@allgreenlightinginc.com	Bid Notification
AllStar Business Concepts	TX	Classification	2022-08-02 08:15:42	jhurley@ytom.com	Bid Notification
Altoz Inc	MN	Classification	2022-08-02 08:15:42	Karl.Bjorkman@Altoz.com	Bid Notification
Ameresco, Inc.	MA	Classification	2022-08-24 12:26:04	tnoel@ameresco.com	Bid Notification
Ameresco, Inc.	MA	Classification	2022-08-30 14:04:55	tnoel@ameresco.com	Bid Answer
Ameresco, Inc.	MA	Classification	2022-08-30 14:08:53	tnoel@ameresco.com	Bid Answer
Ameresco, Inc.	MA	Classification	2022-08-30 14:09:11	tnoel@ameresco.com	Bid Answer
Ameresco, Inc.	MA	Classification	2022-08-30 14:11:22	tnoel@ameresco.com	Bid Answer
Ameresco, Inc.	MA	Classification	2022-08-30 14:14:35	tnoel@ameresco.com	Bid Answer
Ameresco, Inc.	MA	Classification	2022-08-30 14:18:18	tnoel@ameresco.com	Bid Answer
Ameresco, Inc.	MA	Classification	2022-08-30 14:19:07	tnoel@ameresco.com	Bid Answer
American Technologies, Inc.	CA	Classification	2022-08-02 08:15:42	gsales@atirestoration.com	Bid Notification
Andax Industries, LLC	KS	Classification	2022-08-02 08:15:42	jbunn@andax.com	Bid Notification
Anissa Construction Inc.	NM	Classification	2022-08-02 08:15:42	anissaconstruction@gmail.com	Bid Notification
Anixter	KY	Classification	2022-08-02 10:24:19	illis.taniberdiyeva@anixter.com	Bid Notification
AVIATE ENTERPRISES, INC.	CA	Classification	2022-08-02 08:15:42	sales@aviateinc.com	Bid Notification
Axis Led Group, LLC	OH	Classification	2022-08-02 08:15:42	adam@axisledlights.com	Bid Notification
B&D Industries, Inc.	NM	Classification	2022-08-02 08:15:42	jwesterfield@banddindustries.com	Bid Notification
Baribeau Implement Company Inc	WI	Classification	2022-08-02 08:15:42	steph.bauer@chibardun.net	Bid Notification
Batteries Plus LLC	WI	Classification	2022-08-02 08:15:42	bids@batteriesplus.com	Bid Notification
Beacon Building Products	IA	Classification	2022-08-02 08:15:42	miki.reinier@becn.com	Bid Notification
Beartooth Corporation	MN	Classification	2022-08-02 08:15:42	Jake.Froiland@security101.com	Bid Notification
Best Plumbing Specialites	MD	Classification	2022-08-02 08:15:42	contracts@bestplumbingonline.com	Bid Notification
Best Plumbing Specialties, Inc.	MD	Classification	2022-08-19 12:39:01	contracts@bestplumbingonline.com	Bid Answer
Best Plumbing Specialties, Inc.	MD	Classification	2022-08-30 14:04:55	contracts@bestplumbingonline.com	Bid Answer
Best Plumbing Specialties, Inc.	MD	Classification	2022-08-30 14:08:54	contracts@bestplumbingonline.com	Bid Answer
Best Plumbing Specialties, Inc.	MD	Classification	2022-08-30 14:09:11	contracts@bestplumbingonline.com	Bid Answer
Best Plumbing Specialties, Inc.	MD	Classification	2022-08-30 14:11:23	contracts@bestplumbingonline.com	Bid Answer
Best Plumbing Specialties, Inc.	MD	Classification	2022-08-30 14:14:36	contracts@bestplumbingonline.com	Bid Answer
Best Plumbing Specialties, Inc.	MD	Classification	2022-08-30 14:18:19	contracts@bestplumbingonline.com	Bid Answer
Best Plumbing Specialties, Inc.	MD	Classification	2022-08-30 14:19:07	contracts@bestplumbingonline.com	Bid Answer
Best Plumbing Specialties, Inc.	MD	Classification	2022-09-08 10:24:32	contracts@bestplumbingonline.com	Bid Notification
Bio Control Services, LLC	KS	Classification	2022-08-02 08:15:42	mkinney@biocontrolservices.com	Bid Notification
Black & McDonald	MO	Classification	2022-08-02 08:15:42	gphilipps@blackandmcdonald.com	Bid Notification
bobcat company	ND	Classification	2022-08-02 08:15:42	Jesse.Rheault@doosan.com	Bid Notification

Bone Dry Roofing, Inc.	CO	Classification	2022-08-02 08:15:42	seth.snyder@bonedry.com	Bid Notification
Brewer-Garrett	OH	Classification	2022-08-02 08:15:42	mjoseph@brewer-garrett.com	Bid Notification
Builders Exchange	OH	Self Invited	2022-08-19 12:39:01	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2022-08-30 14:04:55	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2022-08-30 14:08:54	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2022-08-30 14:09:11	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2022-08-30 14:11:23	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2022-08-30 14:14:36	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2022-08-30 14:18:19	info@bxohio.com	Bid Answer
Builders Exchange	OH	Self Invited	2022-08-30 14:19:07	info@bxohio.com	Bid Answer
Busy Workbench LLC	AZ	Classification	2022-08-02 08:15:42	tucsonwoodcraft@gmail.com	Bid Notification
C&H Government	WI	Classification	2022-08-02 08:15:42	smakovec@chdist.com	Bid Notification
Cabela's	NE	Classification	2022-08-02 08:15:42	Egovpro@cabelas.com	Bid Notification
Cape Electrical Supply	MO	Classification	2022-08-02 08:15:42	g.messmer@capeelectric.com	Bid Notification
CapitalTristate Lighting & Supply, LLC	VA	Classification	2022-08-02 08:15:42	Joe.Chiappazzi@capitaltristate.com	Bid Notification
Carrier Corporation	NC	Classification	2022-08-02 08:15:42	BRIAN.MENEGHAN@CARRIER.COM	Bid Notification
Central Specialties Inc	MN	Self Invited	2022-08-19 12:39:01	quotes@centralspecialties.com	Bid Answer
Central Specialties Inc	MN	Self Invited	2022-08-30 14:04:55	quotes@centralspecialties.com	Bid Answer
Central Specialties Inc	MN	Self Invited	2022-08-30 14:08:54	quotes@centralspecialties.com	Bid Answer
Central Specialties Inc	MN	Self Invited	2022-08-30 14:09:11	quotes@centralspecialties.com	Bid Answer
Central Specialties Inc	MN	Self Invited	2022-08-30 14:11:23	quotes@centralspecialties.com	Bid Answer
Central Specialties Inc	MN	Self Invited	2022-08-30 14:14:36	quotes@centralspecialties.com	Bid Answer
Central Specialties Inc	MN	Self Invited	2022-08-30 14:18:19	quotes@centralspecialties.com	Bid Answer
Central Specialties Inc	MN	Self Invited	2022-08-30 14:19:07	quotes@centralspecialties.com	Bid Answer
Certified Lift Installation & Maintenance Corp.	NY	Classification	2022-08-19 12:39:01	pjstern@liftnow.com	Bid Answer
Certified Lift Installation & Maintenance Corp.	NY	Classification	2022-08-30 14:04:55	pjstern@liftnow.com	Bid Answer
Certified Lift Installation & Maintenance Corp.	NY	Classification	2022-08-30 14:08:54	pjstern@liftnow.com	Bid Answer
Certified Lift Installation & Maintenance Corp.	NY	Classification	2022-08-30 14:09:11	pjstern@liftnow.com	Bid Answer
Certified Lift Installation & Maintenance Corp.	NY	Classification	2022-08-30 14:11:23	pjstern@liftnow.com	Bid Answer
Certified Lift Installation & Maintenance Corp.	NY	Classification	2022-08-30 14:14:36	pjstern@liftnow.com	Bid Answer
Certified Lift Installation & Maintenance Corp.	NY	Classification	2022-08-30 14:18:19	pjstern@liftnow.com	Bid Answer
Certified Lift Installation & Maintenance Corp.	NY	Classification	2022-08-30 14:19:07	pjstern@liftnow.com	Bid Answer
Certified Lift Installation & Maintenance Corp.	NY	Classification	2022-09-10 11:17:13	pjstern@liftnow.com	Bid Notification
Citory Solutions LLC	FL	Classification	2022-08-02 08:15:42	jconnet@citory.com	Bid Notification
Coast to Coast Computer Products	CA	Classification	2022-08-02 08:15:42	melissa@coastcoast.com	Bid Notification
Cole's Electric, Inc.	MN	Classification	2022-08-02 08:15:42	coleselectric@coleselectric.com	Bid Notification
Comfort Products Distributing	KS	Classification	2022-08-02 08:15:42	bbecker@comfortproducts.com	Bid Notification
Comfort Systems USA Southwest	AZ	Classification	2022-08-02 08:15:42	amanda.searcy@comfortsystemsusa.com	Bid Notification
Concorp Inc	MO	Classification	2022-08-02 08:15:42	chris.v@concorpinc.com	Bid Notification
Consolidated Chemical Corp.	MI	Classification	2022-08-02 08:15:42	lbarylski@tri-chem.com	Bid Notification
ConstructConnect	OH	Self Invited	2022-08-19 12:39:01	content@constructconnect.com	Bid Answer
ConstructConnect	OH	Self Invited	2022-08-30 14:04:55	content@constructconnect.com	Bid Answer
ConstructConnect	OH	Self Invited	2022-08-30 14:08:54	content@constructconnect.com	Bid Answer
ConstructConnect	OH	Self Invited	2022-08-30 14:09:11	content@constructconnect.com	Bid Answer
ConstructConnect	OH	Self Invited	2022-08-30 14:11:23	content@constructconnect.com	Bid Answer
ConstructConnect	OH	Self Invited	2022-08-30 14:14:36	content@constructconnect.com	Bid Answer
ConstructConnect	OH	Self Invited	2022-08-30 14:18:19	content@constructconnect.com	Bid Answer
ConstructConnect	OH	Self Invited	2022-08-30 14:19:07	content@constructconnect.com	Bid Answer
Contrast Equipment INC.	MO	Classification	2022-08-02 08:15:42	jgallant@contrastequipment.com	Bid Notification
Cooper Lighting LLC (Ephesus Sports Lighting)	GA	Classification	2022-08-02 08:15:42	Gabe.Hough@cooperlighting.com	Bid Notification
CR Meyer & Sons	MI	Classification	2022-08-02 08:15:42	pcorrigan@crmeyer.com	Bid Notification
Daikin Applied Americas Inc.	MN	Classification	2022-08-02 08:15:42	service.operations@daikinapplied.com	Bid Notification
Davinroy Mechanical Contractor, Inc.	IL	Classification	2022-08-02 08:15:42	office@davinroymechanical.com	Bid Notification

DAVTEK Corporation	NM	Classification	2022-08-02 08:15:42	kward@davtekcorporation.com	Bid Notification
Daybreak LED LLC	TX	Classification	2022-08-02 08:15:42	bids@daybreakled.com	Bid Notification
DC Group, Inc.	MN	Classification	2022-08-02 08:15:42	Misti.Winscher@dc-group.com	Bid Notification
DEALERS ELECTRICAL SUPPLY	NM	Classification	2022-08-02 08:15:42	JTHARP@DEALERSELECTRICAL.COM	Bid Notification
DeBra-Kuempel	OH	Classification	2022-08-02 08:15:42	dkcommissioning@dkemcor.com	Bid Notification
Decker Plastics	IA	Classification	2022-08-02 08:15:42	steve@deckerplastics.com	Bid Notification
DeCook Excavating Inc	MN	Classification	2022-08-02 08:15:42	corey@decookexcavating.com	Bid Notification
Delta Wye Inc	WY	Classification	2022-08-02 08:15:42	deltawyeinc@gmail.com	Bid Notification
DGI SUPPLY (A DOALL CO)	IL	Classification	2022-08-02 08:15:42	hkaufman@dgisupply.com	Bid Notification
Dimension Plumbing & Heating Inc	MN	Classification	2022-08-02 08:15:42	wanda@dimension.bz	Bid Notification
Distributors Hardware Inc	IL	Classification	2022-08-02 08:15:42	kcrawley@truevalue.com	Bid Notification
Dynamic Controls Inc.	MO	Classification	2022-08-02 08:15:42	darrell.baker@dciusa.com	Bid Notification
E&I Global Energy Services, Inc	MN	Classification	2022-08-02 08:15:42	rhanson@ei-ges.com	Bid Notification
EAG-LED LLC	FL	Classification	2022-08-02 08:15:42	agrant@eag-led.com	Bid Notification
Eagle Eye Power Solutions, LLC	WI	Classification	2022-08-02 08:15:42	tobyb@eepowersolutions.com	Bid Notification
Electro-Matic Visual, Inc.	MI	Classification	2022-08-02 08:15:42	msford@electro-matic.com	Bid Notification
Electro-Matic Visual, Inc.	MI	Classification	2022-08-19 12:39:01	msford@electro-matic.com	Bid Answer
Electro-Matic Visual, Inc.	MI	Classification	2022-08-30 14:04:55	msford@electro-matic.com	Bid Answer
Electro-Matic Visual, Inc.	MI	Classification	2022-08-30 14:08:54	msford@electro-matic.com	Bid Answer
Electro-Matic Visual, Inc.	MI	Classification	2022-08-30 14:09:11	msford@electro-matic.com	Bid Answer
Electro-Matic Visual, Inc.	MI	Classification	2022-08-30 14:11:23	msford@electro-matic.com	Bid Answer
Electro-Matic Visual, Inc.	MI	Classification	2022-08-30 14:14:36	msford@electro-matic.com	Bid Answer
Electro-Matic Visual, Inc.	MI	Classification	2022-08-30 14:18:19	msford@electro-matic.com	Bid Answer
Electro-Matic Visual, Inc.	MI	Classification	2022-08-30 14:19:07	msford@electro-matic.com	Bid Answer
Elliott Electric Supply	TX	Classification	2022-08-02 08:15:42	bryanmercer@elliottelectric.com	Bid Notification
End 2 End Technologies LLC	MN	Classification	2022-08-02 08:15:42	info@e2etechinc.com	Bid Notification
Enerfab	MO	Classification	2022-08-02 08:15:42	estimating@foleycompany.com	Bid Notification
Energy Control Inc	NM	Classification	2022-08-02 08:15:42	bswords@opterraenergy.com	Bid Notification
Energyware LLC	FL	Classification	2022-08-02 08:15:42	smejia@energywarellc.com	Bid Notification
Ephesus Lighting	FL	Classification	2022-08-02 08:15:42	karl.seevrance@cooperlighting.com	Bid Notification
eTech LED	WI	Classification	2022-08-02 08:15:42	reverhart@etechled.com	Bid Notification
EtrenzikLED	GA	Classification	2022-08-02 08:15:42	pbuckley@etrenzikled.com	Bid Notification
Extreme Precision	WY	Classification	2022-08-02 08:15:42	r.nielsen@ep-industrial.com	Bid Notification
Extreme Precision	WY	Classification	2022-08-19 12:39:01	r.nielsen@ep-industrial.com	Bid Answer
Extreme Precision	WY	Classification	2022-08-30 14:04:55	r.nielsen@ep-industrial.com	Bid Answer
Extreme Precision	WY	Classification	2022-08-30 14:08:54	r.nielsen@ep-industrial.com	Bid Answer
Extreme Precision	WY	Classification	2022-08-30 14:09:11	r.nielsen@ep-industrial.com	Bid Answer
Extreme Precision	WY	Classification	2022-08-30 14:11:23	r.nielsen@ep-industrial.com	Bid Answer
Extreme Precision	WY	Classification	2022-08-30 14:14:36	r.nielsen@ep-industrial.com	Bid Answer
Extreme Precision	WY	Classification	2022-08-30 14:18:19	r.nielsen@ep-industrial.com	Bid Answer
Extreme Precision	WY	Classification	2022-08-30 14:19:07	r.nielsen@ep-industrial.com	Bid Answer
Facility Solutions Group	MD	Classification	2022-08-02 08:15:42	jennifer.mercer@fsgi.com	Bid Notification
Facility Solutions Group	NJ	Classification	2022-08-02 08:15:42	andrew.ghilino@fsgi.com	Bid Notification
Facility Solutions Group (FSG)	MI	Classification	2022-08-02 08:15:42	jason.fuhr@fsgi.com	Bid Notification
Facility Solutions Group, Inc	NJ	Classification	2022-08-02 08:15:42	bernie.erickson@fsgi.com	Bid Notification
Facility Solutions Group, Inc.	NJ	Classification	2022-08-02 08:15:42	stephen.malave@fsgi.com	Bid Notification
Faith Technologies, Inc.	WI	Classification	2022-08-02 08:15:42	jeremiah.boughton@faithtechnologies.com	Bid Notification
Farm and City Supply LLC	IA	Classification	2022-08-02 08:15:42	jeffl@shopfarmandcity.com	Bid Notification
Fastenal Company	MN	Classification	2022-08-02 08:15:42	govsales@fastenal.com	Bid Notification
Fastenal Company	MN	Classification	2022-08-02 08:15:42	govbids@fastenal.com	Bid Notification
Fastenal Company	MN	Classification	2022-08-02 08:15:42	govcoordinators@fastenal.com	Bid Notification
FASTENAL WINONA	MN	Classification	2022-08-02 08:15:42	govbids@fastenal.com	Bid Notification
Federal Supply USA	IL	Classification	2022-08-02 08:15:42	bids@federalsupply.com	Bid Notification
Ferguson Enterprises	NJ	Self Invited	2022-08-19 12:39:00	kimberly.keener@ferguson.com	Bid Answer
Ferguson Enterprises	NJ	Self Invited	2022-08-30 14:04:55	kimberly.keener@ferguson.com	Bid Answer
Ferguson Enterprises	NJ	Self Invited	2022-08-30 14:08:54	kimberly.keener@ferguson.com	Bid Answer
Ferguson Enterprises	NJ	Self Invited	2022-08-30 14:09:11	kimberly.keener@ferguson.com	Bid Answer
Ferguson Enterprises	NJ	Self Invited	2022-08-30 14:11:23	kimberly.keener@ferguson.com	Bid Answer
Ferguson Enterprises	NJ	Self Invited	2022-08-30 14:14:36	kimberly.keener@ferguson.com	Bid Answer
Ferguson Enterprises	NJ	Self Invited	2022-08-30 14:18:19	kimberly.keener@ferguson.com	Bid Answer
Ferguson Enterprises	NJ	Self Invited	2022-08-30 14:19:07	kimberly.keener@ferguson.com	Bid Answer
Ferguson Enterprises LLC DBA Pollardwater	NY	Classification	2022-08-02 08:15:42	bid@pollardwater.com	Bid Notification
Find Import Corporation	MA	Classification	2022-08-02 08:15:42	vendor@opentip.com	Bid Notification

FlagHouse Inc	NJ	Classification	2022-08-02 08:15:42	kathy.chichester@flaghouse.com	Bid Notification
Froggys Fog LLC	TN	Classification	2022-08-02 08:15:42	amiller@froggysfog.com	Bid Notification
Frontier Inc.	WI	Classification	2022-08-02 08:15:42	marci@frontieragturf.com	Bid Notification
G/GSA Inc.	SD	Classification	2022-08-02 08:15:42	gsainc3@gmail.com	Bid Notification
Gag Sheet Metal, Inc	MN	Classification	2022-08-02 08:15:42	andrewforstner@gsm1904.com	Bid Notification
GB Energie LED	DC	Classification	2022-08-02 08:15:42	rene@gbenergieled.com	Bid Notification
GigaTeraUSA	CA	Classification	2022-08-02 08:15:42	jkim@gigaterausa.com	Bid Notification
Global Equipment Company, Inc.	GA	Classification	2022-08-02 08:15:42	bgarrett@globalindustrial.com	Bid Notification
GonLED	CA	Classification	2022-08-02 08:15:42	mike@gonled.com	Bid Notification
GOODMART, LLC	NY	Classification	2022-08-02 08:15:42	thomas@goodmart.com	Bid Notification
GOV GROUP	CA	Classification	2022-08-02 08:15:42	andy@govgroup.com	Bid Notification
Graybar Electric Co.	MN	Classification	2022-08-02 08:15:42	david.stien@graybar.com	Bid Notification
Green Lighitng Company	NE	Classification	2022-08-02 08:15:42	jongreen@gmail.com	Bid Notification
Greenlightingbiz	FL	Classification	2022-08-02 08:15:42	david@greenlightingbiz.com	Bid Notification
GSH Group	CA	Self Invited	2022-08-19 12:39:01	ken.cadorin@gshgroup.com	Bid Answer
GSH Group	CA	Self Invited	2022-08-30 14:04:55	ken.cadorin@gshgroup.com	Bid Answer
GSH Group	CA	Self Invited	2022-08-30 14:08:54	ken.cadorin@gshgroup.com	Bid Answer
GSH Group	CA	Self Invited	2022-08-30 14:09:11	ken.cadorin@gshgroup.com	Bid Answer
GSH Group	CA	Self Invited	2022-08-30 14:11:23	ken.cadorin@gshgroup.com	Bid Answer
GSH Group	CA	Self Invited	2022-08-30 14:14:36	ken.cadorin@gshgroup.com	Bid Answer
GSH Group	CA	Self Invited	2022-08-30 14:18:19	ken.cadorin@gshgroup.com	Bid Answer
GSH Group	CA	Self Invited	2022-08-30 14:19:07	ken.cadorin@gshgroup.com	Bid Answer
Hacienda Home Center	NM	Classification	2022-08-02 08:15:42	mayas@hhcnm.com	Bid Notification
Hacienda Home Center	NM	Classification	2022-08-19 12:39:01	mayas@hhcnm.com	Bid Answer
Hacienda Home Center	NM	Classification	2022-08-30 14:04:55	mayas@hhcnm.com	Bid Answer
Hacienda Home Center	NM	Classification	2022-08-30 14:08:54	mayas@hhcnm.com	Bid Answer
Hacienda Home Center	NM	Classification	2022-08-30 14:09:11	mayas@hhcnm.com	Bid Answer
Hacienda Home Center	NM	Classification	2022-08-30 14:11:23	mayas@hhcnm.com	Bid Answer
Hacienda Home Center	NM	Classification	2022-08-30 14:14:36	mayas@hhcnm.com	Bid Answer
Hacienda Home Center	NM	Classification	2022-08-30 14:18:19	mayas@hhcnm.com	Bid Answer
Hacienda Home Center	NM	Classification	2022-08-30 14:19:07	mayas@hhcnm.com	Bid Answer
Handymans Inc	MN	Classification	2022-08-02 08:15:42	handyoffice@handymansinc.com	Bid Notification
Handymans Inc	MN	Classification	2022-08-19 12:39:01	handyoffice@handymansinc.com	Bid Answer
Handymans Inc	MN	Classification	2022-08-30 14:04:55	handyoffice@handymansinc.com	Bid Answer
Handymans Inc	MN	Classification	2022-08-30 14:08:54	handyoffice@handymansinc.com	Bid Answer
Handymans Inc	MN	Classification	2022-08-30 14:09:11	handyoffice@handymansinc.com	Bid Answer
Handymans Inc	MN	Classification	2022-08-30 14:11:23	handyoffice@handymansinc.com	Bid Answer
Handymans Inc	MN	Classification	2022-08-30 14:14:36	handyoffice@handymansinc.com	Bid Answer
Handymans Inc	MN	Classification	2022-08-30 14:18:19	handyoffice@handymansinc.com	Bid Answer
Handymans Inc	MN	Classification	2022-08-30 14:19:07	handyoffice@handymansinc.com	Bid Answer
Harris	MN	Classification	2022-08-02 08:15:42	rfriedli@harriscompany.com	Bid Notification
Harris	MN	Classification	2022-08-19 12:39:01	rfriedli@harriscompany.com	Bid Answer
Harris	MN	Classification	2022-08-30 14:04:55	rfriedli@harriscompany.com	Bid Answer
Harris	MN	Classification	2022-08-30 14:08:54	rfriedli@harriscompany.com	Bid Answer
Harris	MN	Classification	2022-08-30 14:09:11	rfriedli@harriscompany.com	Bid Answer
Harris	MN	Classification	2022-08-30 14:11:23	rfriedli@harriscompany.com	Bid Answer
Harris	MN	Classification	2022-08-30 14:14:36	rfriedli@harriscompany.com	Bid Answer
Harris	MN	Classification	2022-08-30 14:18:19	rfriedli@harriscompany.com	Bid Answer
Harris	MN	Classification	2022-08-30 14:19:07	rfriedli@harriscompany.com	Bid Answer
HD SUPPLY FACILITIES MAINTENANCE LTD	FL	Self Invited	2022-08-19 12:39:01	Bids-RFP@homedepot.com	Bid Answer
HD SUPPLY FACILITIES MAINTENANCE LTD	FL	Self Invited	2022-08-30 14:04:55	Bids-RFP@homedepot.com	Bid Answer
HD SUPPLY FACILITIES MAINTENANCE LTD	FL	Self Invited	2022-08-30 14:08:54	Bids-RFP@homedepot.com	Bid Answer
HD SUPPLY FACILITIES MAINTENANCE LTD	FL	Self Invited	2022-08-30 14:09:11	Bids-RFP@homedepot.com	Bid Answer
HD SUPPLY FACILITIES MAINTENANCE LTD	FL	Self Invited	2022-08-30 14:11:23	Bids-RFP@homedepot.com	Bid Answer
HD SUPPLY FACILITIES MAINTENANCE LTD	FL	Self Invited	2022-08-30 14:14:36	Bids-RFP@homedepot.com	Bid Answer
HD SUPPLY FACILITIES MAINTENANCE LTD	FL	Self Invited	2022-08-30 14:18:19	Bids-RFP@homedepot.com	Bid Answer
HD SUPPLY FACILITIES MAINTENANCE LTD	FL	Self Invited	2022-08-30 14:19:07	Bids-RFP@homedepot.com	Bid Answer

HEI	NM	Classification	2022-08-02 08:15:42	bvelasquez@heinm.com	Bid Notification
Herc U Lift	MN	Classification	2022-08-02 08:15:42	jakej@herculift.com	Bid Notification
HES Facilities	TN	Self Invited	2022-08-19 12:39:01	info@hesfacilities.com	Bid Answer
HES Facilities	TN	Self Invited	2022-08-30 14:04:55	info@hesfacilities.com	Bid Answer
HES Facilities	TN	Self Invited	2022-08-30 14:08:54	info@hesfacilities.com	Bid Answer
HES Facilities	TN	Self Invited	2022-08-30 14:09:11	info@hesfacilities.com	Bid Answer
HES Facilities	TN	Self Invited	2022-08-30 14:11:23	info@hesfacilities.com	Bid Answer
HES Facilities	TN	Self Invited	2022-08-30 14:14:36	info@hesfacilities.com	Bid Answer
HES Facilities	TN	Self Invited	2022-08-30 14:18:19	info@hesfacilities.com	Bid Answer
HES Facilities	TN	Self Invited	2022-08-30 14:19:07	info@hesfacilities.com	Bid Answer
Hi-Line Electric Co., Inc	TX	Classification	2022-08-19 12:39:01	Tkimbell@hi-line.com	Bid Answer
Hi-Line Electric Co., Inc	TX	Classification	2022-08-30 14:04:55	Tkimbell@hi-line.com	Bid Answer
Hi-Line Electric Co., Inc	TX	Classification	2022-08-30 14:08:54	Tkimbell@hi-line.com	Bid Answer
Hi-Line Electric Co., Inc	TX	Classification	2022-08-30 14:09:11	Tkimbell@hi-line.com	Bid Answer
Hi-Line Electric Co., Inc	TX	Classification	2022-08-30 14:11:23	Tkimbell@hi-line.com	Bid Answer
Hi-Line Electric Co., Inc	TX	Classification	2022-08-30 14:14:36	Tkimbell@hi-line.com	Bid Answer
Hi-Line Electric Co., Inc	TX	Classification	2022-08-30 14:18:19	Tkimbell@hi-line.com	Bid Answer
Hi-Line Electric Co., Inc	TX	Classification	2022-08-30 14:19:07	Tkimbell@hi-line.com	Bid Answer
Hi-Line Electric Co., Inc	TX	Classification	2022-09-07 11:00:46	Tkimbell@hi-line.com	Bid Notification
Hilti Inc	OK	Classification	2022-08-02 08:15:42	contractadmin@hilti.com	Bid Notification
HiMEC Inc	MN	Classification	2022-08-02 08:15:42	mbecker@hmcc.com	Bid Notification
HiMEC, Inc.	MN	Classification	2022-08-02 08:15:42	himecestimating@hmcc.com	Bid Notification
HP Products Corporation, dba Ferguson Facilities Supply	IN	Classification	2022-08-02 08:15:42	joan.gorman@ferguson.com	Bid Notification
Hunt Electric Corporation	MN	Classification	2022-08-02 08:15:42	jwiemerslage@huntelec.com	Bid Notification
Hybrid Mechanical LLC	MN	Classification	2022-08-02 08:15:42	psalsman@hybridmechanicalmn.com	Bid Notification
IBM	NY	Self Invited	2022-08-19 12:39:01	MarkDavis@ibm.com	Bid Answer
IBM	NY	Self Invited	2022-08-30 14:04:55	MarkDavis@ibm.com	Bid Answer
IBM	NY	Self Invited	2022-08-30 14:08:54	MarkDavis@ibm.com	Bid Answer
IBM	NY	Self Invited	2022-08-30 14:09:11	MarkDavis@ibm.com	Bid Answer
IBM	NY	Self Invited	2022-08-30 14:11:23	MarkDavis@ibm.com	Bid Answer
IBM	NY	Self Invited	2022-08-30 14:14:36	MarkDavis@ibm.com	Bid Answer
IBM	NY	Self Invited	2022-08-30 14:18:19	MarkDavis@ibm.com	Bid Answer
IBM	NY	Self Invited	2022-08-30 14:19:07	MarkDavis@ibm.com	Bid Answer
IMRAE	CA	Classification	2022-08-02 08:15:42	jarellano@imrae.com	Bid Notification
Independence Business Supply	OH	Classification	2022-08-02 08:15:42	bill.botkin@orderibs.com	Bid Notification
Indoff, Inc.	AL	Classification	2022-08-02 08:15:42	bryan.bell@indoff.com	Bid Notification
INDUSTRIES FOR THE BLIND AND VISUALLY IMPAIRED, INC	WI	Classification	2022-08-02 08:15:42	bids@IBVI.ORG	Bid Notification
Innovative Office Solutions	MN	Self Invited	2022-08-19 12:39:01	ttraetow@innovativeos.com	Bid Answer
Innovative Office Solutions	MN	Self Invited	2022-08-30 14:04:55	ttraetow@innovativeos.com	Bid Answer
Innovative Office Solutions	MN	Self Invited	2022-08-30 14:08:54	ttraetow@innovativeos.com	Bid Answer
Innovative Office Solutions	MN	Self Invited	2022-08-30 14:09:11	ttraetow@innovativeos.com	Bid Answer
Innovative Office Solutions	MN	Self Invited	2022-08-30 14:11:23	ttraetow@innovativeos.com	Bid Answer
Innovative Office Solutions	MN	Self Invited	2022-08-30 14:14:36	ttraetow@innovativeos.com	Bid Answer
Innovative Office Solutions	MN	Self Invited	2022-08-30 14:18:19	ttraetow@innovativeos.com	Bid Answer
Innovative Office Solutions	MN	Self Invited	2022-08-30 14:19:07	ttraetow@innovativeos.com	Bid Answer
INTEGRATED FACILITY MANAGEMENT	GA	Classification	2022-08-09 14:01:48	dalford@ifm-us.com	Bid Notification
Interstate Battery	IA	Classification	2022-08-02 08:15:42	Taylor.klocke@ibsa.com	Bid Notification
Interstate Roofing & WTP, Inc.	WI	Classification	2022-08-02 08:15:42	jon@interstate-roofing.com	Bid Notification
ITT Water & Wastewater U.S.A.	WI	Classification	2022-08-02 08:15:42	dawn.dudenhoefer@itt.com	Bid Notification
J H LARSON ELECTRICAL COMPANY	MN	Classification	2022-08-02 08:15:42	janemo@jhlarson.com	Bid Notification
J. Ranck Electric, Inc.	MI	Classification	2022-08-02 08:15:42	bids@jranck.com	Bid Notification
Jacobus Energy	WI	Classification	2022-08-02 08:15:42	chrissiegel@jacobusenergy.com	Bid Notification
JK Lighting Agency LLC	CO	Classification	2022-08-02 08:15:42	cwood@shineretrofits.com	Bid Notification
JK SOLUTIONS, LLC	MN	Classification	2022-08-02 08:15:42	jeff.jksolutions@yahoo.com	Bid Notification
John Tortelli	NM	Classification	2022-08-02 08:15:42	jntortelli@yahoo.com	Bid Notification
John Tortelli	NM	Classification	2022-08-19 12:39:01	jntortelli@yahoo.com	Bid Answer
John Tortelli	NM	Classification	2022-08-30 14:04:55	jntortelli@yahoo.com	Bid Answer
John Tortelli	NM	Classification	2022-08-30 14:08:54	jntortelli@yahoo.com	Bid Answer
John Tortelli	NM	Classification	2022-08-30 14:09:11	jntortelli@yahoo.com	Bid Answer
John Tortelli	NM	Classification	2022-08-30 14:11:23	jntortelli@yahoo.com	Bid Answer
John Tortelli	NM	Classification	2022-08-30 14:14:36	jntortelli@yahoo.com	Bid Answer
John Tortelli	NM	Classification	2022-08-30 14:18:19	jntortelli@yahoo.com	Bid Answer
John Tortelli	NM	Classification	2022-08-30 14:19:07	jntortelli@yahoo.com	Bid Answer

Johnson Controls	TX	Classification	2022-08-02 08:15:42	jody.langley@jci.com	Bid Notification
JOHNSTONE SUPPLY OF ATLANTA	GA	Classification	2022-08-02 08:15:42	marlon.gonzalez@johnstonemeyergroup.com	Bid Notification
JWK Machinery Sales Co., Inc	CA	Classification	2022-08-02 08:15:42	sales@machinetoolsjwk.com	Bid Notification
KJR Associates Inc	WI	Classification	2022-08-02 08:15:42	kevinr@kjr-associates.com	Bid Notification
Kramer Well Drilling LLC	WI	Classification	2022-08-02 08:15:42	Dave@KramerServiceGroup.com	Bid Notification
LAMP SALES UNLIMITED	FL	Classification	2022-08-02 08:15:42	MIRANDA@LAMPSALES.ORG	Bid Notification
Lawson Products Inc	IL	Classification	2022-08-02 08:15:42	govsales@lawsonproducts.com	Bid Notification
Lawson Products Inc	IL	Classification	2022-08-19 12:39:01	govsales@lawsonproducts.com	Bid Answer
Lawson Products Inc	IL	Classification	2022-08-30 14:04:55	govsales@lawsonproducts.com	Bid Answer
Lawson Products Inc	IL	Classification	2022-08-30 14:08:54	govsales@lawsonproducts.com	Bid Answer
Lawson Products Inc	IL	Classification	2022-08-30 14:09:11	govsales@lawsonproducts.com	Bid Answer
Lawson Products Inc	IL	Classification	2022-08-30 14:11:23	govsales@lawsonproducts.com	Bid Answer
Lawson Products Inc	IL	Classification	2022-08-30 14:14:36	govsales@lawsonproducts.com	Bid Answer
Lawson Products Inc	IL	Classification	2022-08-30 14:18:19	govsales@lawsonproducts.com	Bid Answer
Lawson Products Inc	IL	Classification	2022-08-30 14:19:07	govsales@lawsonproducts.com	Bid Answer
LED Lighting Wholesale LLC	MI	Classification	2022-08-02 08:15:42	Cody@LEDLightingWholesaleInc.com	Bid Notification
LED Supply CO	WI	Classification	2022-08-02 08:15:42	Tony@ledsupplyco.com	Bid Notification
Loeffler Construction & Consulting	MN	Classification	2022-08-02 08:15:42	shudoba@loefflerconstruction.com	Bid Notification
Lowe's Companies	WA	Classification	2022-08-02 08:15:42	rness@themine.com	Bid Notification
LSI Industries, Inc.	OH	Classification	2022-08-02 08:15:42	patrick.doyle@lsicorp.com	Bid Notification
LTL LED LLC	MN	Classification	2022-08-02 08:15:42	contact@wolfriverelectric.com	Bid Notification
M. J. Electric, LLC	WI	Classification	2022-08-02 08:15:42	julman@mjelectric.com	Bid Notification
MacDonald-Miller Facility Solutions, LLC.	WA	Classification	2022-08-02 08:15:42	energy@macmiller.com	Bid Notification
Mechanical Inc.	IL	Classification	2022-08-03 09:37:34	mdierking@helmgroup.com	Bid Notification
Mechanical Inc.	IL	Classification	2022-08-19 12:39:01	mdierking@helmgroup.com	Bid Answer
Mechanical Inc.	IL	Classification	2022-08-30 14:04:55	mdierking@helmgroup.com	Bid Answer
Mechanical Inc.	IL	Classification	2022-08-30 14:08:54	mdierking@helmgroup.com	Bid Answer
Mechanical Inc.	IL	Classification	2022-08-30 14:09:11	mdierking@helmgroup.com	Bid Answer
Mechanical Inc.	IL	Classification	2022-08-30 14:11:23	mdierking@helmgroup.com	Bid Answer
Mechanical Inc.	IL	Classification	2022-08-30 14:14:36	mdierking@helmgroup.com	Bid Answer
Mechanical Inc.	IL	Classification	2022-08-30 14:18:19	mdierking@helmgroup.com	Bid Answer
Mechanical Inc.	IL	Classification	2022-08-30 14:19:07	mdierking@helmgroup.com	Bid Answer
Meridian West	UT	Classification	2022-08-02 08:15:42	anoble@meridian-west.com	Bid Notification
Metropolitan Mechanical Contractors Inc	MN	Classification	2022-08-02 08:15:42	Bradley.Friedrich@decklever.us	Bid Notification
Metropolitan Mechanical Contractors Inc	MN	Classification	2022-08-19 12:39:01	Bradley.Friedrich@decklever.us	Bid Answer
Metropolitan Mechanical Contractors Inc	MN	Classification	2022-08-30 14:04:55	Bradley.Friedrich@decklever.us	Bid Answer
Metropolitan Mechanical Contractors Inc	MN	Classification	2022-08-30 14:08:54	Bradley.Friedrich@decklever.us	Bid Answer
Metropolitan Mechanical Contractors Inc	MN	Classification	2022-08-30 14:09:11	Bradley.Friedrich@decklever.us	Bid Answer
Metropolitan Mechanical Contractors Inc	MN	Classification	2022-08-30 14:11:23	Bradley.Friedrich@decklever.us	Bid Answer
Metropolitan Mechanical Contractors Inc	MN	Classification	2022-08-30 14:14:36	Bradley.Friedrich@decklever.us	Bid Answer
Metropolitan Mechanical Contractors Inc	MN	Classification	2022-08-30 14:18:19	Bradley.Friedrich@decklever.us	Bid Answer
Metropolitan Mechanical Contractors Inc	MN	Classification	2022-08-30 14:19:07	Bradley.Friedrich@decklever.us	Bid Answer
Mi-T-M Corporation	IA	Classification	2022-08-02 08:15:42	vgrimm@mitm.com	Bid Notification
Midwest Motor Supply Co. Inc. DBA Kimball Midwest	OH	Classification	2022-08-02 08:15:42	govwebforms@kimballmidwest.com	Bid Notification
MIDWEST SHOP SUPPLIES INC dba MIDWEST TECHNOLOGY PRODUCTS	IA	Classification	2022-08-02 08:15:42	AKENNEDY@MIDWESTTECHNOLOGY.COM	Bid Notification
MIDWEST SHOP SUPPLIES INC dba MIDWEST TECHNOLOGY PRODUCTS	IA	Classification	2022-08-19 12:39:01	AKENNEDY@MIDWESTTECHNOLOGY.COM	Bid Answer
MIDWEST SHOP SUPPLIES INC dba MIDWEST TECHNOLOGY PRODUCTS	IA	Classification	2022-08-30 14:04:55	AKENNEDY@MIDWESTTECHNOLOGY.COM	Bid Answer
MIDWEST SHOP SUPPLIES INC dba MIDWEST TECHNOLOGY PRODUCTS	IA	Classification	2022-08-30 14:08:54	AKENNEDY@MIDWESTTECHNOLOGY.COM	Bid Answer

MIDWEST SHOP SUPPLIES INC dba MIDWEST TECHNOLOGY PRODUCTS	IA	Classification	2022-08-30 14:09:11	AKENNEDY@MIDWESTTECHNOLOGY.COM	Bid Answer
MIDWEST SHOP SUPPLIES INC dba MIDWEST TECHNOLOGY PRODUCTS	IA	Classification	2022-08-30 14:11:23	AKENNEDY@MIDWESTTECHNOLOGY.COM	Bid Answer
MIDWEST SHOP SUPPLIES INC dba MIDWEST TECHNOLOGY PRODUCTS	IA	Classification	2022-08-30 14:14:36	AKENNEDY@MIDWESTTECHNOLOGY.COM	Bid Answer
MIDWEST SHOP SUPPLIES INC dba MIDWEST TECHNOLOGY PRODUCTS	IA	Classification	2022-08-30 14:18:19	AKENNEDY@MIDWESTTECHNOLOGY.COM	Bid Answer
MIDWEST SHOP SUPPLIES INC dba MIDWEST TECHNOLOGY PRODUCTS	IA	Classification	2022-08-30 14:19:07	AKENNEDY@MIDWESTTECHNOLOGY.COM	Bid Answer
Midwest Unlimited LLC	NE	Classification	2022-08-02 08:15:42	ericw@midwestunlimited.com	Bid Notification
Miller Bradford & Risberg, Inc.	WI	Classification	2022-08-02 08:15:42	wmartin@miller-bradford.com	Bid Notification
MinnSolar LLC	MN	Classification	2022-08-02 08:15:42	sales@minnsolar.com	Bid Notification
Municipal Emergency Services Inc (MES)	NE	Classification	2022-08-02 08:15:42	nkingston@mesfire.com	Bid Notification
Muth Electric, Inc.	SD	Classification	2022-08-02 08:15:42	jyeo@muthelectric.com	Bid Notification
MW Electric inc	NM	Classification	2022-08-02 08:15:42	kurtneil.mwelectric@gmail.com	Bid Notification
National Roofing Partners	TX	Classification	2022-08-02 08:15:42	CoOp@rlnrp.com	Bid Notification
NDL Inc	MD	Classification	2022-08-02 08:15:42	jrizzotti@lightingenvironments.com	Bid Notification
Neotech Solutions, Inc.	MN	Classification	2022-08-02 08:15:42	dougj@neotechreps.com	Bid Notification
NEWCOM Wireless Services LLC	MA	Classification	2022-08-02 08:15:42	kristine@newcomglobal.com	Bid Notification
Nietz Electric	MN	Classification	2022-08-02 08:15:42	ajl@nietzco.com	Bid Notification
Nietz Electric	MN	Classification	2022-08-02 08:15:42	jbyoung@nietzco.com	Bid Notification
North Kansas City Electric	MO	Classification	2022-08-02 08:15:42	pbbriggs@nkce.com	Bid Notification
NovaTech	QC	Self Invited	2022-08-19 12:39:01	quotes@gtechresearch.com	Bid Answer
NovaTech	QC	Self Invited	2022-08-30 14:04:55	quotes@gtechresearch.com	Bid Answer
NovaTech	QC	Self Invited	2022-08-30 14:08:54	quotes@gtechresearch.com	Bid Answer
NovaTech	QC	Self Invited	2022-08-30 14:09:11	quotes@gtechresearch.com	Bid Answer
NovaTech	QC	Self Invited	2022-08-30 14:11:23	quotes@gtechresearch.com	Bid Answer
NovaTech	QC	Self Invited	2022-08-30 14:14:36	quotes@gtechresearch.com	Bid Answer
NovaTech	QC	Self Invited	2022-08-30 14:18:19	quotes@gtechresearch.com	Bid Answer
NovaTech	QC	Self Invited	2022-08-30 14:19:07	quotes@gtechresearch.com	Bid Answer
Novel Energy Solutions LLC	MN	Classification	2022-08-02 08:15:42	Mena.Kaehler@NovelEnergy.biz	Bid Notification
OER Services LLC	IL	Classification	2022-08-02 08:15:42	azaimi@oer4usa.com	Bid Notification
Ohlin Sales Inc	MN	Classification	2022-08-02 08:15:42	sam@osibatteries.com	Bid Notification
Ohlin Sales Inc	MN	Classification	2022-08-02 08:15:42	bids@osibatteries.com	Bid Notification
Optics Planet, Inc.	IL	Classification	2022-08-02 08:15:42	registrations@opticsplanet.com	Bid Notification
Paxton/Patterson LLC	IL	Classification	2022-08-02 08:15:42	bob@paxpat.com	Bid Notification
Peck Hannaford Briggs Service Corp.	OH	Classification	2022-08-02 08:15:42	fwerk@peckhannafordbriggs.com	Bid Notification
Penn Jersey Paper Company	PA	Self Invited	2022-08-19 12:39:01	lzeaman@pennjerseypaper.com	Bid Answer
Penn Jersey Paper Company	PA	Self Invited	2022-08-30 14:04:55	lzeaman@pennjerseypaper.com	Bid Answer
Penn Jersey Paper Company	PA	Self Invited	2022-08-30 14:08:54	lzeaman@pennjerseypaper.com	Bid Answer
Penn Jersey Paper Company	PA	Self Invited	2022-08-30 14:09:11	lzeaman@pennjerseypaper.com	Bid Answer
Penn Jersey Paper Company	PA	Self Invited	2022-08-30 14:11:23	lzeaman@pennjerseypaper.com	Bid Answer
Penn Jersey Paper Company	PA	Self Invited	2022-08-30 14:14:36	lzeaman@pennjerseypaper.com	Bid Answer
Penn Jersey Paper Company	PA	Self Invited	2022-08-30 14:18:19	lzeaman@pennjerseypaper.com	Bid Answer
Penn Jersey Paper Company	PA	Self Invited	2022-08-30 14:19:07	lzeaman@pennjerseypaper.com	Bid Answer
PEPPM	PA	Classification	2022-08-02 08:15:42	mcarollo@peppm.org	Bid Notification
PEPPM	PA	Classification	2022-08-19 12:39:01	mcarollo@peppm.org	Bid Answer
PEPPM	PA	Classification	2022-08-30 14:04:55	mcarollo@peppm.org	Bid Answer
PEPPM	PA	Classification	2022-08-30 14:08:54	mcarollo@peppm.org	Bid Answer
PEPPM	PA	Classification	2022-08-30 14:09:11	mcarollo@peppm.org	Bid Answer
PEPPM	PA	Classification	2022-08-30 14:11:23	mcarollo@peppm.org	Bid Answer
PEPPM	PA	Classification	2022-08-30 14:14:36	mcarollo@peppm.org	Bid Answer
PEPPM	PA	Classification	2022-08-30 14:18:19	mcarollo@peppm.org	Bid Answer
PEPPM	PA	Classification	2022-08-30 14:19:07	mcarollo@peppm.org	Bid Answer
Perkens WS Corporation	WA	Self Invited	2022-08-19 12:39:01	kencorpway@gmail.com	Bid Answer
Perkens WS Corporation	WA	Self Invited	2022-08-30 14:04:55	kencorpway@gmail.com	Bid Answer
Perkens WS Corporation	WA	Self Invited	2022-08-30 14:08:54	kencorpway@gmail.com	Bid Answer
Perkens WS Corporation	WA	Self Invited	2022-08-30 14:09:11	kencorpway@gmail.com	Bid Answer
Perkens WS Corporation	WA	Self Invited	2022-08-30 14:11:23	kencorpway@gmail.com	Bid Answer
Perkens WS Corporation	WA	Self Invited	2022-08-30 14:14:36	kencorpway@gmail.com	Bid Answer
Perkens WS Corporation	WA	Self Invited	2022-08-30 14:18:19	kencorpway@gmail.com	Bid Answer
Perkens WS Corporation	WA	Self Invited	2022-08-30 14:19:07	kencorpway@gmail.com	Bid Answer

Platte River Iron Works Welding & Fabrication LLC	NE	Classification	2022-08-02 08:15:42	platteriverironworks@gmail.com	Bid Notification
Plug Smart	OH	Classification	2022-08-02 08:15:42	mark.himmel@plugsmart.com	Bid Notification
Plug Smart	OH	Classification	2022-08-19 12:39:01	mark.himmel@plugsmart.com	Bid Answer
Plug Smart	OH	Classification	2022-08-30 14:04:55	mark.himmel@plugsmart.com	Bid Answer
Plug Smart	OH	Classification	2022-08-30 14:08:54	mark.himmel@plugsmart.com	Bid Answer
Plug Smart	OH	Classification	2022-08-30 14:09:11	mark.himmel@plugsmart.com	Bid Answer
Plug Smart	OH	Classification	2022-08-30 14:11:23	mark.himmel@plugsmart.com	Bid Answer
Plug Smart	OH	Classification	2022-08-30 14:14:36	mark.himmel@plugsmart.com	Bid Answer
Plug Smart	OH	Classification	2022-08-30 14:18:19	mark.himmel@plugsmart.com	Bid Answer
Plug Smart	OH	Classification	2022-08-30 14:19:07	mark.himmel@plugsmart.com	Bid Answer
Plumbers Service Inc	MN	Classification	2022-08-02 08:15:42	plumbersservice@yahoo.com	Bid Notification
Pompeii Painting, Inc	MN	Classification	2022-08-02 08:15:42	tom@pompeiipainting.com	Bid Notification
Pompeii Painting, Inc	MN	Classification	2022-08-19 12:39:01	tom@pompeiipainting.com	Bid Answer
Pompeii Painting, Inc	MN	Classification	2022-08-30 14:04:55	tom@pompeiipainting.com	Bid Answer
Pompeii Painting, Inc	MN	Classification	2022-08-30 14:08:54	tom@pompeiipainting.com	Bid Answer
Pompeii Painting, Inc	MN	Classification	2022-08-30 14:09:11	tom@pompeiipainting.com	Bid Answer
Pompeii Painting, Inc	MN	Classification	2022-08-30 14:11:23	tom@pompeiipainting.com	Bid Answer
Pompeii Painting, Inc	MN	Classification	2022-08-30 14:14:36	tom@pompeiipainting.com	Bid Answer
Pompeii Painting, Inc	MN	Classification	2022-08-30 14:18:19	tom@pompeiipainting.com	Bid Answer
Pompeii Painting, Inc	MN	Classification	2022-08-30 14:19:07	tom@pompeiipainting.com	Bid Answer
Power 4 U Inc.	IL	Classification	2022-08-02 08:15:42	Team1904@UPS-Power4U.com	Bid Notification
Prairie Band Construction	KS	Classification	2022-08-02 08:15:42	josh.shinneman@pbconst.com	Bid Notification
PRAXAIR DISTRIBUTION, INC.	CA	Classification	2022-08-02 08:15:42	robert_jonesjr@praxair.com	Bid Notification
Precision Services Inc.	SC	Classification	2022-08-02 08:15:42	mjenkins@precision-services.com	Bid Notification
Premiere Building Materials Inc.	OH	Classification	2022-08-02 08:15:42	kmathews@lumensquad.com	Bid Notification
PSA Constructors, Inc	TX	Classification	2022-08-02 08:15:42	jwilliams@psaonline.com	Bid Notification
Quality Power Solutions	WI	Classification	2022-08-02 08:15:42	mbergum@qpsolutions.net	Bid Notification
Quill Corporation	IL	Self Invited	2022-08-19 12:39:01	bid@quill.com	Bid Answer
Quill Corporation	IL	Self Invited	2022-08-30 14:04:55	bid@quill.com	Bid Answer
Quill Corporation	IL	Self Invited	2022-08-30 14:08:54	bid@quill.com	Bid Answer
Quill Corporation	IL	Self Invited	2022-08-30 14:09:11	bid@quill.com	Bid Answer
Quill Corporation	IL	Self Invited	2022-08-30 14:11:23	bid@quill.com	Bid Answer
Quill Corporation	IL	Self Invited	2022-08-30 14:14:36	bid@quill.com	Bid Answer
Quill Corporation	IL	Self Invited	2022-08-30 14:18:19	bid@quill.com	Bid Answer
Quill Corporation	IL	Self Invited	2022-08-30 14:19:07	bid@quill.com	Bid Answer
R/A Hoerr	IL	Classification	2022-08-02 08:15:42	govcontracts@hrpworld.com	Bid Notification
RadioShack	TX	Classification	2022-08-02 08:15:42	ed@radioshack.com	Bid Notification
RDO Equipment Co.	ND	Classification	2022-08-02 08:15:42	jhintermeister@rdoequipment.com	Bid Notification
Renew Energy	SD	Classification	2022-08-02 08:15:42	neily@renewenergy.com	Bid Notification
Resource Lighting	NM	Classification	2022-08-02 08:15:42	rusty@rginm.com	Bid Notification
Royal Media Network INC	MD	Classification	2022-08-02 08:15:42	Mica@royalimagingsolutions.com	Bid Notification
RPT New York	PA	Classification	2022-08-02 08:15:42	showarth@rptny.com	Bid Notification
RSR Electronics Inc.	NJ	Classification	2022-08-02 08:15:42	ajit@elexp.com	Bid Notification
Ruud Lighting, Inc. dba Cree	WI	Classification	2022-08-02 08:15:42	lori.erdmann@cree.com	Bid Notification
Ryan Electric Inc	MN	Classification	2022-08-02 08:15:42	ryanelec@ryanelectricinc.com	Bid Notification
S-Works Construction Corporation	VA	Self Invited	2022-08-19 12:39:01	info@sworksconstruction.com	Bid Answer
S-Works Construction Corporation	VA	Self Invited	2022-08-30 14:04:55	info@sworksconstruction.com	Bid Answer
S-Works Construction Corporation	VA	Self Invited	2022-08-30 14:08:54	info@sworksconstruction.com	Bid Answer
S-Works Construction Corporation	VA	Self Invited	2022-08-30 14:09:11	info@sworksconstruction.com	Bid Answer
S-Works Construction Corporation	VA	Self Invited	2022-08-30 14:11:23	info@sworksconstruction.com	Bid Answer
S-Works Construction Corporation	VA	Self Invited	2022-08-30 14:14:36	info@sworksconstruction.com	Bid Answer
S-Works Construction Corporation	VA	Self Invited	2022-08-30 14:18:19	info@sworksconstruction.com	Bid Answer
S-Works Construction Corporation	VA	Self Invited	2022-08-30 14:19:07	info@sworksconstruction.com	Bid Answer
Safety Counts	TX	Classification	2022-08-16 11:17:33	shaunda.sostand@momar.com	Bid Notification
Sawyer Services Inc.	MI	Classification	2022-08-02 08:15:42	electrical@sawyerservices.net	Bid Notification
School Specialty	WI	Classification	2022-08-02 08:15:42	bidnotices@schoolspecialty.com	Bid Notification
School Wholesale Supplies LLC	TN	Self Invited	2022-08-19 12:39:01	jpdas@eii-usa.com	Bid Answer
School Wholesale Supplies LLC	TN	Self Invited	2022-08-30 14:04:55	jpdas@eii-usa.com	Bid Answer
School Wholesale Supplies LLC	TN	Self Invited	2022-08-30 14:08:54	jpdas@eii-usa.com	Bid Answer
School Wholesale Supplies LLC	TN	Self Invited	2022-08-30 14:09:11	jpdas@eii-usa.com	Bid Answer
School Wholesale Supplies LLC	TN	Self Invited	2022-08-30 14:11:23	jpdas@eii-usa.com	Bid Answer
School Wholesale Supplies LLC	TN	Self Invited	2022-08-30 14:14:36	jpdas@eii-usa.com	Bid Answer
School Wholesale Supplies LLC	TN	Self Invited	2022-08-30 14:18:19	jpdas@eii-usa.com	Bid Answer
School Wholesale Supplies LLC	TN	Self Invited	2022-08-30 14:19:07	jpdas@eii-usa.com	Bid Answer

Schreder Lighting	IL	Classification	2022-08-02 08:15:42	d.doormann@schreder.com	Bid Notification
Shop-Pro Equipment Inc.	NE	Classification	2022-08-02 08:15:42	sales@shop-pro.com	Bid Notification
Shree Laxmi, Inc.	CT	Classification	2022-08-02 08:15:42	slibiz@gmail.com	Bid Notification
Sid Tool Company	NC	Classification	2022-08-25 09:39:15	kevin.rivers@mscdirect.com	Bid Notification
Sid Tool Company	NC	Classification	2022-08-30 14:04:55	kevin.rivers@mscdirect.com	Bid Answer
Sid Tool Company	NC	Classification	2022-08-30 14:08:54	kevin.rivers@mscdirect.com	Bid Answer
Sid Tool Company	NC	Classification	2022-08-30 14:09:11	kevin.rivers@mscdirect.com	Bid Answer
Sid Tool Company	NC	Classification	2022-08-30 14:11:23	kevin.rivers@mscdirect.com	Bid Answer
Sid Tool Company	NC	Classification	2022-08-30 14:14:36	kevin.rivers@mscdirect.com	Bid Answer
Sid Tool Company	NC	Classification	2022-08-30 14:18:19	kevin.rivers@mscdirect.com	Bid Answer
Sid Tool Company	NC	Classification	2022-08-30 14:19:07	kevin.rivers@mscdirect.com	Bid Answer
SID Tool Company	PA	Classification	2022-08-02 08:15:42	reberj@mscdirect.com	Bid Notification
SID Tool Company	PA	Classification	2022-08-19 12:39:01	reberj@mscdirect.com	Bid Answer
SID Tool Company	PA	Classification	2022-08-30 14:04:55	reberj@mscdirect.com	Bid Answer
SID Tool Company	PA	Classification	2022-08-30 14:08:54	reberj@mscdirect.com	Bid Answer
SID Tool Company	PA	Classification	2022-08-30 14:09:11	reberj@mscdirect.com	Bid Answer
SID Tool Company	PA	Classification	2022-08-30 14:11:23	reberj@mscdirect.com	Bid Answer
SID Tool Company	PA	Classification	2022-08-30 14:14:36	reberj@mscdirect.com	Bid Answer
SID Tool Company	PA	Classification	2022-08-30 14:18:19	reberj@mscdirect.com	Bid Answer
SID Tool Company	PA	Classification	2022-08-30 14:19:07	reberj@mscdirect.com	Bid Answer
Sitler's LED Supplies	IA	Classification	2022-08-02 08:15:42	info@sitlersupplies.com	Bid Notification
Sitler's LED Supplies	IA	Classification	2022-08-19 12:39:01	info@sitlersupplies.com	Bid Answer
Sitler's LED Supplies	IA	Classification	2022-08-30 14:04:55	info@sitlersupplies.com	Bid Answer
Sitler's LED Supplies	IA	Classification	2022-08-30 14:08:54	info@sitlersupplies.com	Bid Answer
Sitler's LED Supplies	IA	Classification	2022-08-30 14:09:11	info@sitlersupplies.com	Bid Answer
Sitler's LED Supplies	IA	Classification	2022-08-30 14:11:23	info@sitlersupplies.com	Bid Answer
Sitler's LED Supplies	IA	Classification	2022-08-30 14:14:36	info@sitlersupplies.com	Bid Answer
Sitler's LED Supplies	IA	Classification	2022-08-30 14:18:19	info@sitlersupplies.com	Bid Answer
Sitler's LED Supplies	IA	Classification	2022-08-30 14:19:07	info@sitlersupplies.com	Bid Answer
Sky Oxygen	PA	Classification	2022-08-02 08:15:42	mark@sky-oxygen.com	Bid Notification
Solo Commercial LED Lighting	GA	Classification	2022-08-02 08:15:42	ryan@solo-led.com	Bid Notification
Solus LED	MN	Classification	2022-08-02 08:15:42	jim@solusled-usa.com	Bid Notification
Sonic Equipment Company	KS	Classification	2022-08-02 08:15:42	kwatanabe@sonicequipment.com	Bid Notification
SPARA TOOL LLC	MO	Classification	2022-08-02 08:15:42	jfortner@sparatool.com	Bid Notification
Specialty Bulb Co Inc	NY	Classification	2022-08-02 08:15:42	luann@bulbspecialists.com	Bid Notification
Stanley Roofing Company, Inc.	MA	Classification	2022-08-02 08:15:42	kristen@stanleyroof.com	Bid Notification
Star Creations Inc.,	NY	Classification	2022-08-02 08:15:42	bids@ajmadison.com	Bid Notification
STS Operating Inc.	IL	Classification	2022-08-02 08:15:42	bfoy@sunsrce.com	Bid Notification
Sun Mechanical Systems	IL	Classification	2022-08-02 08:15:42	sunmech@sbcglobal.net	Bid Notification
SunLyte Pros, LLC	FL	Classification	2022-08-02 08:15:42	ecorumiii@gmail.com	Bid Notification
Sunset Survival & First Aid, Inc.	CA	Classification	2022-08-02 08:15:42	info@sunsetsurvival.com	Bid Notification
Superior Companies of Minnesota	MN	Classification	2022-08-02 08:15:42	egander@superiormechanical.us	Bid Notification
TeamPro Engineering Inc.	MN	Classification	2022-08-02 08:15:42	billy@teampro.net	Bid Notification
Techline Sports Lighting	TX	Classification	2022-08-02 08:15:42	sjones@sportlighting.com	Bid Notification
Tecta America Corp.	IL	Classification	2022-08-02 08:15:42	acarr@tectaamerica.com	Bid Notification
The L.E. Myers	IA	Classification	2022-08-02 08:15:42	svanwyk@myrgroup.com	Bid Notification
Thomas & Betts Power Solutions, LLC	WI	Classification	2022-08-02 08:15:42	jackson.schaecher@tnb.com	Bid Notification
Thunderbird Electric Supply	MO	Classification	2022-08-02 08:15:42	robert@thunderbirdelectric.net	Bid Notification
Timilon Corporation	FL	Classification	2022-08-02 08:15:42	lkitman@timilon.com	Bid Notification
TKDA	MN	Classification	2022-08-02 08:15:42	Shelley.Wojcik@tkda.com	Bid Notification
Top Tier Service, Inc.	NM	Classification	2022-08-02 08:15:42	millief@toptierserviceinc.com	Bid Notification
Total Solutions Group LLC	GA	Classification	2022-08-02 08:15:42	max@tosogroup.com	Bid Notification
TRANSFLUID SERVICES, INC.	MN	Classification	2022-08-02 08:15:42	jeremytaylor@starkoil.com	Bid Notification
TraStar, Inc.	TX	Classification	2022-08-02 08:15:42	edavis@trastarusa.com	Bid Notification
UHL Company	MN	Classification	2022-08-02 08:15:42	lisal@uhlco.com	Bid Notification
Unified Sunergy Systems LLC	TX	Classification	2022-08-02 08:15:42	Ali.Mehmud@unifiedsunergy.com	Bid Notification
Unimed Corp	MN	Classification	2022-08-02 08:15:42	asallinger@unimedcorp.com	Bid Notification
Unique Truck Equipment	MI	Classification	2022-08-02 08:15:42	govsales@uniquetruck.com	Bid Notification
United Power & Battery	CO	Classification	2022-08-02 08:15:42	tgoeller@unitedpowerups.com	Bid Notification
United Power & Battery	CO	Classification	2022-08-02 08:15:42	cmcmullin@unitedpowerups.com	Bid Notification
United Rentals	MN	Classification	2022-08-02 08:15:42	sdressle@ur.com	Bid Notification
Unleashing Effective Products.com LLC dba Mallory Energy Inc.	MO	Classification	2022-08-02 08:15:42	Paul@MalloryEnergy.com	Bid Notification
Valor Mechanical, Inc.	MN	Classification	2022-08-02 08:15:42	pjohnson@valormech.com	Bid Notification
Van Sant Enterprises Inc	IA	Classification	2022-08-02 08:15:42	sales@trick-tools.com	Bid Notification

Van Sant Enterprises Inc	IA	Classification	2022-08-19 12:39:01	sales@trick-tools.com	Bid Answer
Van Sant Enterprises Inc	IA	Classification	2022-08-30 14:04:55	sales@trick-tools.com	Bid Answer
Van Sant Enterprises Inc	IA	Classification	2022-08-30 14:08:54	sales@trick-tools.com	Bid Answer
Van Sant Enterprises Inc	IA	Classification	2022-08-30 14:09:11	sales@trick-tools.com	Bid Answer
Van Sant Enterprises Inc	IA	Classification	2022-08-30 14:11:23	sales@trick-tools.com	Bid Answer
Van Sant Enterprises Inc	IA	Classification	2022-08-30 14:14:36	sales@trick-tools.com	Bid Answer
Van Sant Enterprises Inc	IA	Classification	2022-08-30 14:18:19	sales@trick-tools.com	Bid Answer
Van Sant Enterprises Inc	IA	Classification	2022-08-30 14:19:07	sales@trick-tools.com	Bid Answer
Varitec Controls & Service Solutions	NM	Self Invited	2022-08-30 14:09:10	sachar@varitecsolutions.com	Bid Answer
Varitec Controls & Service Solutions	NM	Self Invited	2022-08-30 14:19:06	sachar@varitecsolutions.com	Bid Answer
Venture Products, Inc	OH	Classification	2022-08-02 08:15:42	contracts@ventrac.com	Bid Notification
Viking Automatic Sprinkler	MN	Classification	2022-08-02 08:15:42	chris.jutz@vikingsprinkler.us	Bid Notification
Virtucom	GA	Classification	2022-08-02 08:15:42	proposals@virtucom.com	Bid Notification
Voss Electric Company	NE	Classification	2022-08-02 08:15:42	richard.barber@vosslighting.com	Bid Notification
Wachter, Inc	KS	Classification	2022-08-02 08:15:42	susanna.hill@wachter.com	Bid Notification
Waibel Energy Systems	OH	Classification	2022-08-02 08:15:42	christy.fielding@waibelenergysystems.com	Bid Notification
Warehouse-Lighting Com LLC	WI	Classification	2022-08-02 08:15:42	sphillips@warehouse-lighting.com	Bid Notification
Wayne's Roofing, Inc.	WA	Classification	2022-08-02 08:15:42	bids@waynesroofing.com	Bid Notification
Wear Concepts Inc	MO	Classification	2022-08-02 08:15:42	katiep@wearcon.com	Bid Notification
Wear Parts & Equipment Co., Inc.	CO	Classification	2022-08-02 08:15:42	ian@wearpartsco.com	Bid Notification
Weatherproofing Technologies, Inc.	OH	Self Invited	2022-08-19 12:39:01	rmosholder@wtiservices.com	Bid Answer
Weatherproofing Technologies, Inc.	OH	Self Invited	2022-08-30 14:04:55	rmosholder@wtiservices.com	Bid Answer
Weatherproofing Technologies, Inc.	OH	Self Invited	2022-08-30 14:08:54	rmosholder@wtiservices.com	Bid Answer
Weatherproofing Technologies, Inc.	OH	Self Invited	2022-08-30 14:09:11	rmosholder@wtiservices.com	Bid Answer
Weatherproofing Technologies, Inc.	OH	Self Invited	2022-08-30 14:11:23	rmosholder@wtiservices.com	Bid Answer
Weatherproofing Technologies, Inc.	OH	Self Invited	2022-08-30 14:14:36	rmosholder@wtiservices.com	Bid Answer
Weatherproofing Technologies, Inc.	OH	Self Invited	2022-08-30 14:18:19	rmosholder@wtiservices.com	Bid Answer
Weatherproofing Technologies, Inc.	OH	Self Invited	2022-08-30 14:19:07	rmosholder@wtiservices.com	Bid Answer
WESCO Distribution Inc.	ND	Classification	2022-08-02 08:15:42	cmacynski@wesco.com	Bid Notification
West Plains Engineering, Inc.	SD	Classification	2022-08-02 08:15:42	mike.sigman@westplainsengineering.com	Bid Notification
Western Specialty Contractors	MO	Classification	2022-08-02 08:15:42	teddyw@westerngroup.com	Bid Notification
Whole Energy and Hardware Inc	MN	Classification	2022-08-02 08:15:42	rick.parris@wholeenergyandhardware.com	Bid Notification
Wholesale Batteries, Inc.	KS	Classification	2022-08-02 08:15:42	m.maness@wholesalebatteries.net	Bid Notification
WILLBROS	WY	Classification	2022-08-02 08:15:42	jim.paden@willbros.com	Bid Notification
Winkels Electric, Inc.	MN	Classification	2022-08-02 08:15:42	dan@winkelselectric.com	Bid Notification
Wizer Electric LLC.	NM	Classification	2022-08-02 08:15:42	gabe.wizerelectric@yahoo.com	Bid Notification
World Data Products Inc	MN	Classification	2022-08-02 08:15:42	cheryl.ferris@wdpi.com	Bid Notification
WW Grainger	IL	Classification	2022-08-02 08:15:42	jennifer.borucki@grainger.com	Bid Notification
WWRC, Inc	NM	Classification	2022-08-02 08:15:42	ricky@wwrcinc.com	Bid Notification
Wyoming Plan Service	WY	Classification	2022-08-02 08:15:42	wpswyo@gmail.com	Bid Notification
Wyoming Plan Service	WY	Classification	2022-08-19 12:39:01	wpswyo@gmail.com	Bid Answer
Wyoming Plan Service	WY	Classification	2022-08-30 14:04:55	wpswyo@gmail.com	Bid Answer
Wyoming Plan Service	WY	Classification	2022-08-30 14:08:54	wpswyo@gmail.com	Bid Answer
Wyoming Plan Service	WY	Classification	2022-08-30 14:09:11	wpswyo@gmail.com	Bid Answer
Wyoming Plan Service	WY	Classification	2022-08-30 14:11:23	wpswyo@gmail.com	Bid Answer
Wyoming Plan Service	WY	Classification	2022-08-30 14:14:36	wpswyo@gmail.com	Bid Answer
Wyoming Plan Service	WY	Classification	2022-08-30 14:18:19	wpswyo@gmail.com	Bid Answer
Wyoming Plan Service	WY	Classification	2022-08-30 14:19:07	wpswyo@gmail.com	Bid Answer
YCYW ENERGY SOLUTIONS, INC	CA	Classification	2022-08-02 08:15:42	steve@topstarintel.com	Bid Notification

Access Report

Agency: Association of Educational Purchasing Agencies
Bid Number: 023-A
Bid Title: Maintenance, Repair & Operations (MRO)

Vendor Name	Accessed First Time	Most Recent Access	Documents	Most Recent Response Date
Sid Tool Company	2022-08-25 11:13 AM CDT	2022-08-30 03:37 PM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-A Part F - Discount Pricing Workbook - MRO - FINAL.xlsx AEPA 023-A Part E - Signature Forms - MRO - FINAL.pdf AEPA 023-A Part D - Questionnaire - MRO - FINAL.docx AEPA 023-A Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-A Part B - Specifications - MRO - FINAL.pdf AEPA 023-A Part A - Terms and Conditions - FINAL.pdf	
Mechanical Inc.	2022-08-03 09:18 AM CDT	2022-08-03 09:50 AM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-A Part F - Discount Pricing Workbook - MRO - FINAL.xlsx AEPA 023-A Part E - Signature Forms - MRO - FINAL.pdf AEPA 023-A Part D - Questionnaire - MRO - FINAL.docx AEPA 023-A Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-A Part A - Terms and Conditions - FINAL.pdf AEPA 023-A Part B - Specifications - MRO - FINAL.pdf	
School Wholesale Supplies LLC	2022-08-04 01:56 AM CDT	2022-08-06 04:41 AM CDT	AEPA 023-A Part D - Questionnaire - MRO - FINAL.docx AEPA 023-A Part A - Terms and Conditions - FINAL.pdf AEPA 023-A Part B - Specifications - MRO - FINAL.pdf	
FLORIDA RESEARCH	2022-08-09 02:41 PM CDT	2022-08-09 02:41 PM CDT		
IBM	2022-08-09 02:15 PM CDT	2022-08-09 02:15 PM CDT	AEPA 023-A Part B - Specifications - MRO - FINAL.pdf	
Best Plumbing Specialties, Inc.	2022-08-02 09:18 AM CDT	2022-09-13 07:11 AM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-A Part F - Discount Pricing Workbook - MRO - FINAL.xlsx AEPA 023-A Part E - Signature Forms - MRO - FINAL.pdf AEPA 023-A Part D - Questionnaire - MRO - FINAL.docx AEPA 023-A Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-A Part B - Specifications - MRO - FINAL.pdf AEPA 023-A Part A - Terms and Conditions - FINAL.pdf	2022-09-13 07:11 AM CDT
Harris	2022-08-02 09:32 AM CDT	2022-08-02 09:34 AM CDT	AEPA 023-A Part B - Specifications - MRO - FINAL.pdf	
Pompeii Painting, Inc	2022-08-02 09:24 AM CDT	2022-08-02 09:26 AM CDT	AEPA 023-A Part F - Discount Pricing Workbook - MRO - FINAL.xlsx AEPA 023-A Part A - Terms and Conditions - FINAL.pdf	
SID Tool Company	2022-08-02 09:17 AM CDT	2022-08-02 09:50 AM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-A Part E - Signature Forms - MRO - FINAL.pdf AEPA 023-A Part D - Questionnaire - MRO - FINAL.docx AEPA 023-A Part A - Terms and Conditions - FINAL.pdf AEPA 023-A Part F - Discount Pricing Workbook - MRO - FINAL.xlsx AEPA 023-A Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-A Part B - Specifications - MRO - FINAL.pdf	
Penn Jersey Paper Company	2022-08-17 08:34 AM CDT	2022-08-17 01:30 PM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-A Part F - Discount Pricing Workbook - MRO - FINAL.xlsx AEPA 023-A Part E - Signature Forms - MRO - FINAL.pdf AEPA 023-A Part D - Questionnaire - MRO - FINAL.docx AEPA 023-A Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-A Part B - Specifications - MRO - FINAL.pdf AEPA 023-A Part A - Terms and Conditions - FINAL.pdf	
Graybar Electric Co.	2022-08-03 02:29 PM CDT	2022-08-03 02:29 PM CDT		
Varitec Controls & Service Solutions	2022-08-18 01:36 PM CDT	2022-09-12 07:21 PM CDT	AEPA 023-A Part B - Specifications - MRO - FINAL.pdf AEPA 023-A Part A - Terms and Conditions - FINAL.pdf	2022-09-12 12:32 PM CDT

ConstructConnect	2022-08-11 06:13 AM CDT	2022-08-30 07:36 PM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-A Part F - Discount Pricing Workbook - MRO - FINAL.xlsx AEPA 023-A Part E - Signature Forms - MRO - FINAL.pdf AEPA 023-A Part D - Questionnaire - MRO - FINAL.docx AEPA 023-A Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-A Part B - Specifications - MRO - FINAL.pdf AEPA 023-A Part A - Terms and Conditions - FINAL.pdf	
Pyramid Paper Company	2022-08-02 09:32 AM CDT	2022-08-02 09:32 AM CDT		
MIDWEST SHOP SUPPLIES INC dba MIDWEST TECHNOLOGY PRODUCTS	2022-08-02 09:33 AM CDT	2022-08-02 09:34 AM CDT	AEPA 023-A Part C - Member Agency (State) Ts & Cs - FINAL.pdf	
Sitler's LED Supplies	2022-08-08 05:01 PM CDT	2022-08-15 08:24 AM CDT	AEPA 023-A Part D - Questionnaire - MRO - FINAL.docx AEPA 023-A Part B - Specifications - MRO - FINAL.pdf	
NovaTech	2022-08-02 10:55 PM CDT	2022-08-03 05:58 AM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-A Part F - Discount Pricing Workbook - MRO - FINAL.xlsx AEPA 023-A Part E - Signature Forms - MRO - FINAL.pdf AEPA 023-A Part D - Questionnaire - MRO - FINAL.docx AEPA 023-A Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-A Part B - Specifications - MRO - FINAL.pdf AEPA 023-A Part A - Terms and Conditions - FINAL.pdf	
HD SUPPLY FACILITIES MAINTENANCE LTD	2022-08-12 01:00 PM CDT	2022-08-12 01:06 PM CDT	AEPA 023-A Part B - Specifications - MRO - FINAL.pdf	
west georgia resources	2022-09-01 11:51 AM CDT	2022-09-01 12:03 PM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-A Part F - Discount Pricing Workbook - MRO - FINAL.xlsx AEPA 023-A Part E - Signature Forms - MRO - FINAL.pdf AEPA 023-A Part D - Questionnaire - MRO - FINAL.docx AEPA 023-A Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-A Part B - Specifications - MRO - FINAL.pdf AEPA 023-A Part A - Terms and Conditions - FINAL.pdf	
Handymans Inc	2022-08-02 09:43 AM CDT	2022-08-02 09:46 AM CDT	AEPA 023-A Part A - Terms and Conditions - FINAL.pdf	
Ferguson Enterprises	2022-08-02 09:05 AM CDT	2022-09-13 11:29 AM CDT	AEPA 023-A Part F - Discount Pricing Workbook - MRO - FINAL.xlsx AEPA 023-A Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-A Part A - Terms and Conditions - FINAL.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 023-A Part E - Signature Forms - MRO - FINAL.pdf AEPA 023-A Part D - Questionnaire - MRO - FINAL.docx AEPA 023-A Part B - Specifications - MRO - FINAL.pdf	2022-09-12 11:34 AM CDT
Agility Restoration	2022-08-23 08:59 AM CDT	2022-08-23 08:59 AM CDT		
Quill Corporation	2022-08-02 09:37 AM CDT	2022-08-10 10:49 AM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-A Part F - Discount Pricing Workbook - MRO - FINAL.xlsx AEPA 023-A Part E - Signature Forms - MRO - FINAL.pdf AEPA 023-A Part D - Questionnaire - MRO - FINAL.docx AEPA 023-A Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-A Part B - Specifications - MRO - FINAL.pdf AEPA 023-A Part A - Terms and Conditions - FINAL.pdf	
GSH Group	2022-08-02 05:42 PM CDT	2022-08-02 05:45 PM CDT	AEPA 023-A Part B - Specifications - MRO - FINAL.pdf AEPA 023-A Part C - Member Agency (State) Ts & Cs - FINAL.pdf	
Competitive Choice	2022-08-18 09:09 AM CDT	2022-08-18 09:09 AM CDT		
Neotech Solutions, Inc.	2022-08-02 01:46 PM CDT	2022-08-02 01:46 PM CDT		

Innovative Office Solutions	2022-08-03 12:31 PM CDT	2022-08-03 12:32 PM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-A Part F - Discount Pricing Workbook - MRO - FINAL.xlsx AEPA 023-A Part E - Signature Forms - MRO - FINAL.pdf AEPA 023-A Part D - Questionnaire - MRO - FINAL.docx AEPA 023-A Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-A Part B - Specifications - MRO - FINAL.pdf AEPA 023-A Part A - Terms and Conditions - FINAL.pdf	
Mirador Enterprises	2022-08-11 11:40 AM CDT	2022-08-11 11:40 AM CDT		
Sawyer Services Inc.	2022-08-03 11:58 AM CDT	2022-08-03 11:58 AM CDT		
Van Sant Enterprises Inc	2022-08-02 03:04 PM CDT	2022-08-02 03:07 PM CDT	AEPA 023-A Part B - Specifications - MRO - FINAL.pdf	
Winkels Electric, Inc.	2022-08-02 10:20 AM CDT	2022-08-02 12:25 PM CDT		
Bettis Asphalt and Construction	2022-09-08 10:01 AM CDT	2022-09-08 10:05 AM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-A Part C - Member Agency (State) Ts & Cs - FINAL.pdf	
IMS	2022-08-04 02:43 AM CDT	2022-08-04 02:43 AM CDT		
The Bid Lab	2022-08-25 07:35 PM CDT	2022-09-07 04:49 AM CDT		
Central Specialties Inc	2022-08-04 11:15 AM CDT	2022-09-06 08:15 AM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-A Part F - Discount Pricing Workbook - MRO - FINAL.xlsx AEPA 023-A Part E - Signature Forms - MRO - FINAL.pdf AEPA 023-A Part D - Questionnaire - MRO - FINAL.docx AEPA 023-A Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-A Part A - Terms and Conditions - FINAL.pdf AEPA 023-A Part B - Specifications - MRO - FINAL.pdf	
Waibel Energy Systems	2022-08-23 06:52 AM CDT	2022-08-23 06:52 AM CDT		
HiMEC, Inc.	2022-08-02 09:29 AM CDT	2022-08-02 09:29 AM CDT		
Weatherproofing Technologies, Inc.	2022-08-02 09:21 AM CDT	2022-08-02 09:56 AM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-A Part F - Discount Pricing Workbook - MRO - FINAL.xlsx AEPA 023-A Part E - Signature Forms - MRO - FINAL.pdf AEPA 023-A Part D - Questionnaire - MRO - FINAL.docx AEPA 023-A Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-A Part B - Specifications - MRO - FINAL.pdf AEPA 023-A Part A - Terms and Conditions - FINAL.pdf	
Ameresco, Inc.	2022-08-24 11:31 AM CDT	2022-09-13 12:22 PM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-A Part F - Discount Pricing Workbook - MRO - FINAL.xlsx AEPA 023-A Part E - Signature Forms - MRO - FINAL.pdf AEPA 023-A Part D - Questionnaire - MRO - FINAL.docx AEPA 023-A Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-A Part B - Specifications - MRO - FINAL.pdf AEPA 023-A Part A - Terms and Conditions - FINAL.pdf	2022-09-13 12:22 PM CDT
John Tortelli	2022-08-03 04:52 PM CDT	2022-09-12 12:19 PM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-A Part F - Discount Pricing Workbook - MRO - FINAL.xlsx AEPA 023-A Part E - Signature Forms - MRO - FINAL.pdf AEPA 023-A Part D - Questionnaire - MRO - FINAL.docx AEPA 023-A Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-A Part B - Specifications - MRO - FINAL.pdf AEPA 023-A Part A - Terms and Conditions - FINAL.pdf	
BidClerk	2022-08-11 05:14 AM CDT	2022-08-30 10:12 PM CDT		
Bluum USA, Inc.	2022-08-18 09:30 AM CDT	2022-08-18 09:30 AM CDT		
Beartooth Corporation	2022-08-02 09:48 AM CDT	2022-08-02 11:57 AM CDT		
School Specialty	2022-08-02 09:32 AM CDT	2022-08-02 10:15 AM CDT		
STS Operating Inc.	2022-08-02 09:27 AM CDT	2022-08-02 09:27 AM CDT		
Adair Electric Company	2022-08-02 09:18 AM CDT	2022-08-02 09:20 AM CDT	AEPA 023-A Part A - Terms and Conditions - FINAL.pdf	
Digital R-E-D	2022-08-18 02:59 PM CDT	2022-08-18 02:59 PM CDT		

Anissa Construction Inc.	2022-09-02 01:57 PM CDT	2022-09-02 02:28 PM CDT	AEPA 023-A Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-A Part F - Discount Pricing Workbook - MRO - FINAL.xlsx AEPA Vendor Quarterly Report Template.pdf AEPA 023-A Part A - Terms and Conditions - FINAL.pdf AEPA 023-A Part D - Questionnaire - MRO - FINAL.docx	
Lawson Products Inc	2022-08-02 10:53 AM CDT	2022-09-13 10:29 AM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-A Part F - Discount Pricing Workbook - MRO - FINAL.xlsx AEPA 023-A Part E - Signature Forms - MRO - FINAL.pdf AEPA 023-A Part D - Questionnaire - MRO - FINAL.docx AEPA 023-A Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-A Part B - Specifications - MRO - FINAL.pdf AEPA 023-A Part A - Terms and Conditions - FINAL.pdf	2022-09-13 10:27 AM CDT
Extreme Precision	2022-08-03 10:28 AM CDT	2022-08-03 10:30 AM CDT	AEPA 023-A Part C - Member Agency (State) Ts & Cs - FINAL.pdf	
Plug Smart	2022-08-16 03:33 PM CDT	2022-08-30 03:55 PM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-A Part F - Discount Pricing Workbook - MRO - FINAL.xlsx AEPA 023-A Part E - Signature Forms - MRO - FINAL.pdf AEPA 023-A Part D - Questionnaire - MRO - FINAL.docx AEPA 023-A Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-A Part B - Specifications - MRO - FINAL.pdf AEPA 023-A Part A - Terms and Conditions - FINAL.pdf	
Metropolitan Mechanical Contractors Inc	2022-08-02 10:14 AM CDT	2022-08-08 02:55 PM CDT	AEPA 023-A Part B - Specifications - MRO - FINAL.pdf AEPA 023-A Part A - Terms and Conditions - FINAL.pdf	
Dodge Data & Analytics	2022-08-02 09:21 PM CDT	2022-09-12 09:29 PM CDT		
Climate Survival Solutions	2022-08-04 10:29 AM CDT	2022-08-05 04:39 PM CDT		
Wyoming Plan Service	2022-08-03 11:58 AM CDT	2022-08-03 11:59 AM CDT	AEPA 023-A Part B - Specifications - MRO - FINAL.pdf	
Electro-Matic Visual, Inc.	2022-08-02 09:18 AM CDT	2022-08-02 09:18 AM CDT	AEPA 023-A Part B - Specifications - MRO - FINAL.pdf	
Hi-Line Electric Co., Inc	2022-08-09 12:49 PM CDT	2022-09-12 03:17 PM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-A Part F - Discount Pricing Workbook - MRO - FINAL.xlsx AEPA 023-A Part E - Signature Forms - MRO - FINAL.pdf AEPA 023-A Part D - Questionnaire - MRO - FINAL.docx AEPA 023-A Part B - Specifications - MRO - FINAL.pdf AEPA 023-A Part A - Terms and Conditions - FINAL.pdf AEPA 023-A Part C - Member Agency (State) Ts & Cs - FINAL.pdf	
Office Depot Inc.	2022-09-01 11:59 AM CDT	2022-09-01 12:08 PM CDT	AEPA 023-A Part D - Questionnaire - MRO - FINAL.docx AEPA 023-A Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-A Part B - Specifications - MRO - FINAL.pdf AEPA 023-A Part F - Discount Pricing Workbook - MRO - FINAL.xlsx	
HES Facilities	2022-08-02 01:22 PM CDT	2022-08-02 01:23 PM CDT	AEPA 023-A Part B - Specifications - MRO - FINAL.pdf	
Fastenal Company	2022-09-01 11:32 AM CDT	2022-09-01 11:32 AM CDT		
Hacienda Home Center	2022-08-02 09:50 AM CDT	2022-08-27 10:11 AM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-A Part E - Signature Forms - MRO - FINAL.pdf AEPA 023-A Part D - Questionnaire - MRO - FINAL.docx AEPA 023-A Part F - Discount Pricing Workbook - MRO - FINAL.xlsx AEPA 023-A Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-A Part B - Specifications - MRO - FINAL.pdf AEPA 023-A Part A - Terms and Conditions - FINAL.pdf	

PEPPM	2022-08-15 10:25 AM CDT	2022-08-15 10:25 AM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-A Part F - Discount Pricing Workbook - MRO - FINAL.xlsx AEPA 023-A Part E - Signature Forms - MRO - FINAL.pdf AEPA 023-A Part D - Questionnaire - MRO - FINAL.docx AEPA 023-A Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-A Part B - Specifications - MRO - FINAL.pdf AEPA 023-A Part A - Terms and Conditions - FINAL.pdf	
Perkens WS Corporation	2022-08-19 04:59 AM CDT	2022-09-12 11:58 PM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-A Part E - Signature Forms - MRO - FINAL.pdf AEPA 023-A Part B - Specifications - MRO - FINAL.pdf AEPA 023-A Part A - Terms and Conditions - FINAL.pdf AEPA 023-A Part D - Questionnaire - MRO - FINAL.docx AEPA 023-A Part F - Discount Pricing Workbook - MRO - FINAL.xlsx AEPA 023-A Part C - Member Agency (State) Ts & Cs - FINAL.pdf	
S-Works Construction Corporation	2022-08-15 02:48 PM CDT	2022-08-16 06:35 AM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-A Part F - Discount Pricing Workbook - MRO - FINAL.xlsx AEPA 023-A Part E - Signature Forms - MRO - FINAL.pdf AEPA 023-A Part D - Questionnaire - MRO - FINAL.docx AEPA 023-A Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-A Part B - Specifications - MRO - FINAL.pdf AEPA 023-A Part A - Terms and Conditions - FINAL.pdf	
Triton Inc.	2022-08-04 01:26 PM CDT	2022-08-04 01:27 PM CDT		
Tecta America Corp.	2022-08-02 09:18 AM CDT	2022-08-02 09:18 AM CDT		
Global Equipment Company, Inc.	2022-08-02 09:20 AM CDT	2022-08-02 09:20 AM CDT		
Builders Exchange	2022-08-03 02:02 PM CDT	2022-08-22 07:22 AM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-A Part F - Discount Pricing Workbook - MRO - FINAL.xlsx AEPA 023-A Part E - Signature Forms - MRO - FINAL.pdf AEPA 023-A Part D - Questionnaire - MRO - FINAL.docx AEPA 023-A Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-A Part B - Specifications - MRO - FINAL.pdf AEPA 023-A Part A - Terms and Conditions - FINAL.pdf	
Egan Supply Co	2022-08-05 08:24 AM CDT	2022-08-05 08:24 AM CDT		
Certified Lift Installation & Maintenance Corp.	2022-08-04 03:07 PM CDT	2022-09-10 11:52 AM CDT	AEPA 023-A Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-A Part A - Terms and Conditions - FINAL.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 023-A Part F - Discount Pricing Workbook - MRO - FINAL.xlsx AEPA 023-A Part E - Signature Forms - MRO - FINAL.pdf AEPA 023-A Part D - Questionnaire - MRO - FINAL.docx AEPA 023-A Part B - Specifications - MRO - FINAL.pdf	2022-09-10 11:51 AM CDT

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AEPA 023-A Maintenance Repair and Operations (MRO) Opening Record

Name of Responding Company	Bid Security	Part D - Questionnaire	Part E - Signature Forms	Part F - Pricing Schedule	Price List and/or Catalog	Send to Category Committee for Evaluation
Ameresco Inc.	N/A	x	x	x	x	Y
Best Plumbing Specialties	N/A	x	x	x	x	Y
Certified Lift Installation & Maintenance Corp	N/A	x	x	x	x	Y
Ferguson Enterprises	N/A	x	x	No	x	N
Lawson Products	N/A	x	x	x	x	Y
Varitec Controls & Service Solutions	N/A	x	x	x	Committee Follow Up Needed	Y

Opening Date: 9/13/2022 Opening Time: 1:02:00 P.M.

Exec. Solicitations Committee Chair: DocuSigned by: Jane Eastes 6D9BB132BB3040A...

Witnesses:

Steve Griggs
Scott Howard
Ed Vandertook
Nita Werner
Christina Jackson
Andrew Pickens
Anna Marie Hollander
Ken Swink
Jane Eastes
Melissa Mattson
Kristine Urbowicz
Lisa Truax
Lori Mittelstadt

Association of Educational Purchasing Agencies

Tabulation Report IFB #023-A - Maintenance, Repair & Operations (MRO)

Vendor: Ameresco, Inc.

General Comments: We are pleased to submit our proposal for this exciting contract. Thank you for the opportunity!

Mark Himmel - Ameresco Inc.

General Attachments:

ACI Catalog - Ameresco.xlsx
Belimo Catalog - Ameresco.xlsx
Computrols Catalog - Ameresco.xlsx
Dwyer Catalog - Ameresco.xlsx
Exhibit A - Marketing Plan - Ameresco.pdf
FDI Catalog - Ameresco.xlsx
Graybar Catalog - Ameresco.xlsx
Habegger Catalog - Ameresco.xlsx
KMA HVAC Catalog - Ameresco.xlsx
Misc Controls Catalog - Ameresco.xlsx
Niagara Catalog - Ameresco.xlsx
Part D - Questionnaire - Ameresco.pdf
Part E - Signature Forms - Ameresco.pdf
Part F - Pricing Schedule - Ameresco.xlsx
Paxton - IC Real Time Catalog - Ameresco.xlsx
Reliable Controls Catalog - Ameresco.xlsx
Richards Electric Catalog - Ameresco.xlsx
Senva Catalog - Ameresco.xlsx
WCW Catalog - Ameresco.xlsx
WolffBros Catalog - Ameresco.xlsx

Part D - Questionnaire
AEPA #023-A
MAINTENANCE, REPAIR AND OPERATION (MRO)

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

To submit the required forms, follow these steps:

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

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

Company Information
Service Questionnaire
Exceptions
Deviations

Company Information

Name of Company: Ameresco, Inc.

Company Address: 111 Speen Street, #410

City, State, zip code: Framingham, MA 01701

Website: https://www.ameresco.com

Contact Person: Mark Himmel

Title: Director – Project Development

Phone: 614.935.0041

Email: mhimmel@ameresco.com

Background

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

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

In what year was this business started under its present name? 2000

Under what additional, or, former name(s) has your business operated? _____

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

Date of Incorporation: April 25, 2000

State of Incorporation: Delaware

Name of President: George P. Sakellaris, PE

Name(s) of Vice President(s): Michael T. Bakas; Nicole A. Bulgarino, PE; Peter Christakis, CEM; Leila Dillon; Bob Georgeoff; Doran Hole; Britta MacIntosh; Louis Maltezos

Name of Treasurer: Mark Chiplock

Name of Secretary: David J. Corrsin

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

Date of Partnership: N/A

State Founded: N/A

Type of Partnership, if applicable: N/A

Name(s) of General Partner(s): N/A

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

Date of Purchase: N/A

State Founded: N/A

Name of Owner/Operator: N/A

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

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

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

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

Business Headquarter Location

Business Address	111 Speen Street, #410
City, State, zip code	Framingham, MA 01701
Phone	888.263.7372
How long at this address?	22+ years

Business Branch Location(s)

Branch Address	Please see attachments for a list of all U.S. Branch locations
City, State, zip code	

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

Sales History

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

	2020	2021	2022 YTD*
K-12 (public & private), Educational Service Agencies	$77.6 M	$111.9 M	$75.6 M
Higher Education Institutions	$53.8 M	$42.6 M	$11.4 M
Counties, Cities, Townships, Villages, State	$122.3 M	$242.4 M	$82.2 M
Healthcare & Utilties (mix of Public and Private)	$121.0 M	$1,000.0 M	$42.6 M
Other Public Sector & Non-profits	$273.4 M	$218.8 M	$293.2 M
Private Sector	$38.7 M	$93.2 M	$33.1 M
Total	$686.9 M	$1,700.0 M	$538.1 M

***2022 YTD includes sales from 01.01.22 – 06.30.22**

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

	2020	2021	2022 YTD*
K-12 (public & private), Educational Service Agencies	$25.6 M	$36.9 M	$24.9 M
Higher Education Institutions	$500 K	$834 K	$1.4 M
Counties, Cities, Townships, Villages, State	$7.6 M	$15.6 M	$4.1 M
Healthcare & Utilties (mix of Public and Private)	$80.7 M	$83.3 M	$39.6 M
Other Public Sector & Non-profits	$13.6 M	$24.6 M	$96.2 M
Private Sector	$16.2 M	$31.9 M	$7.9 M
Total	$144.4 M	$193.2 M	$174.1 M

Work Force

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

Function	Name	Title	Phone	Email
Contract Manager	Dave Zehala	VP and General Manager	614-935-7487	dzehala@ameresco.com
Sales Manager	Will Lytwyn	VP Project Development	216-402-5133	wlytwyn@ameresco.com
Customer & Support Manager	Mark Himmel	Director of Project Development	614-935-0041	mhimmel@ameresco.com
Distributors, Dealers, Installers, Sales Reps	Clint Sharp	Director of Operations	513-372-1457	csharp@ameresco.com
Consultants & Trainers	Lucas Dixon	Regional Director of Project Development	614-580-3352	ludixon@ameresco.com
Technical, Maintenance & Support Services	Dan Papay	VP Engineering	937-313-8420	dpapay@ameresco.com
Quotes, Invoicing & Payments	Gay Hauenstein	Project Accountant	614-565-6936	ghauenstein@ameresco.com
Warranty & After the Sale	Heather Jackson	Director - Service Operations	513-766-8657	hjackson@ameresco.com
Financial Manager	Colleen Lorms	Accounting Manager	614-935-1638	clorms@ameresco.com

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

# of Sales Reps	City	State	# of Sales Reps	City	State
1	Vestavia	AL	4	Milford, S. Lyon, Sparta, Waterford Twp.	MI
8	Chandler, Phonenix, Scottsdale, Tucson	AZ	5	Eden Prairie, Golden Valley	MN
12	Folsom, Kenwood, Lafayette, Los Osos, Manhattan Beach, Menlo Park, Ojai, San Diego, Sebastopol, Temecula	CA	2	St. Louis	MO
2	Aurora	CO	4	Dillon, Helena, Missoula	MT
2	Ridgefield, Wallingford	CT	2	Huntersville, Raleigh	NC
5	Capital Heights, Washington	DC	2	Meredith, New Durham	NH
4	Fort Myers, Orlando, St. Petersburg, Valrico	FL	1	Las Vegas	NV
2	Atlanta	GA	2	Newburgh, Victor	NY
2	Honolulu	HI	4	Columbus, Worthington	OH
3	Boise, Portland, Post Falls	ID	2	Portland	OR
5	Chicago	IL	2	Beaver Falls, Pittsburgh	PA
1	Indianapolis	IN	1	East Greenwich	RI
1	Lansing	KS	2	Knoxville	TN
1	Lexington	KY	10	Dallas, Houston, Magnolia, Tomball, Tyler, Whitehouse	TX
3	Baton Rouge, Marrero, Mathews	LA	3	Midlothian, Reston, Richmond	VA
17	Framingham, Marblehead, Westborough	MA	2	Renton	WA
3	Bel Air, Clinton, Columbia	MD	1	Genoa City	WI
1	Portland	ME			

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.

Ameresco keeps its sales force trained and knowledgeable about customer contracts, sales opportunities and marketing tools thru several means. We frequently conduct internal training sessions, which are recorded and made available on our intranet. Our marketing team keeps our Internal Campaign Resource web page up to date with important and helpful information on Ameresco brand position and special marketing campaigns, as well as the latest marketing tools and resources. All of these materials are shared with our sales force across the company as they become available and with new sales staff as part of their onboarding. We will use a combination of these tools to keep our sales force knowledgeable about the contract.

What is your company's plan, if your company were awarded the contract, to service up to 29 states. Describe if your company has a national sales force, dealer network, or distributor(s) with the ability to call on eligible agencies in the participating states in AEPA.

Drawing from 20 years of experience, Ameresco has successfully completed energy saving, environmentally responsible projects with Federal, state and local governments, healthcare and educational institutions, housing authorities, and commercial and industrial customers. With its corporate headquarters in Framingham, MA, Ameresco has more than 1,000 employees providing local expertise in the United States, Canada, and Europe. Ameresco has sales representatives in 35 states throughout the country.

Products, Services & Solutions

Provide a description of the Products, Services & Solutions to be provided by the product category set forth in Part B - Specifications. The primary objective is for each Supplier to provide its complete product, service, and solutions offerings that fall within the scope of this solicitation so that participating agencies may order a range of products as appropriate for their needs.

Ameresco is pleased to offer AEPA Members our complete suite of Maintenance Repair & Operations (MRO) Services as well as our Design Services, Installation Services, Training Services, Warranty Services, and Support Services as needed.

Through our manufacturer, supplier, distributor, and dealer network(s), our products can be utilized in all of the product categories set forth in Part B – Specifications. A significant representation of pricing catalogs have been provided for many of those categories including Air Filters, Batteries and Flashlights, Electrical Repairs and Equipment, Fasteners, HVAC, Hand tools, Lighting, Material handling supplies, Plumbing, Power tools, Safety products, Security, Welders & soldering.

For this submission, our initial catalog set includes (but are not limited to) the following manufacturers:

ACI
AEB
Air Monitor
Belimo
Computrols
Cooper Lighting
CRC
Dell
Dwyer
Eaton
Ebtron
FDI
GE Current
Graybar
Habegger
IC Real Time
KMA HVAC
Leviton
Lithonia Lighting
Lutron
Niagara
Onicon
Paxton
RAB Lighting
Reliable Controls
RIB
Richards Electric
Senva
Thermal Instruments
Windy City Wire
Wolff Brothers

In order to provide these products and solutions most effectively, Ameresco has also provided pricing for our Design Services, Installation Services, Training Services, Warranty Services, and Support Services.

Distribution

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

Founded in 2000, Ameresco has 1,000+ employees spanning the United States with 60+ offices providing local expertise across North America. Ameresco's highly experienced and dedicated Operations & Maintenance team delivers customized levels of service to support any facility's unique requirements. Our O&M expertise and experience includes: Asset / Plant Operations, Facility Maintenance (Scheduled & Unscheduled), Maintenance, Repair and Operations (MRO) Services, and Facility Energy Efficiency Program Delivery Services.

Ameresco assures MRO best practices through a dedicated and experienced operations support team that can be mobilized across North America to help AEPA members troubleshoot problems. As part of this partnership with AEPA, Ameresco would provide AEPA members with a dedicated support team that would serve as a single point of contact to assist members with the identification, procurement, and distribution of MRO products/materials/services in all 32 member states.

As such, AEPA members will have one dedicated support person to call nationwide who can also coordinate with our regional/local teams to work with AEPA members at their local facilities as needed. This will allow us to provide a high level of service to AEPA members helping them reduce their MRO risks, minimize lifecycle costs, better protect their assets, enhance their facility's performance, and comply with environmental and safety standards and requirements.

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

Our service/support/distribution centers operate out of our branch offices. Please see attachments for a list of all U.S. Branch locations.

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

Potential subcontractors are required to submit a Statement of Qualifications (SOQ) permitting an assessment of their organizational structure, financial risk profile, experience and capabilities, contract practices, recent project history including safety and quality performance, and references. Successful pre-qualified bidders are selected on the basis of input from clients, ability to address the work scope, added value, innovation, safety performance, quality performance, and price. Our process of finding the subcontractors, including small business subcontractors, includes: Previous work experience with Ameresco in same geographic proximity; Utilization of local construction manager experience and knowledge; Discussion with facility personnel; SBA DSBS (Small Business Administration Dynamic Small Business Search); Announcement of proposed work scope on company website and/or industry publications

Provide a list of current subcontractors, distributors, installers, and other independent service providers who are contracted to perform the type of work outlined in this solicitation in the member agency states. Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

Please see Part F.2 – Price Schedule for a list of distributors associated with this solicitation. Please see Part F.3 – Services Price Schedule for a list of other self-performed services associated with this solicitation. Also note that Ameresco is a vendor-neutral MRO services company. Ameresco support staff is able to select the technologies that most effectively achieve a client's unique goals at the lowest possible cost. Our teams can also work with AEPA members to involve local subcontractors, installers and other independent service providers that AEPA members already know, like and trust.

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.
Ameresco is an equal opportunity employer that works collaboratively with, and routinely solicits participation from Minority, Woman and Disabled Businesses (M/W/DSBEs). As part of our approach to involving and working with M/W/DSBEs firms, Ameresco will organize job conferences, conduct out-reach events through local minority chambers of commerce, and/or advertise/ market work opportunities through municipal data bases of local M/W/DSBE firms.

If applicable, describe other ways your company can be sensitive to a participating agencies desire to utilize local and/or MWBE companies, such as the number of local employees and offices with a geographic region, companies your firm uses that may be local (i.e. delivery company), your own company's diversity of owner employees, etc.
As we lead the quest to change the world as the trusted sustainability partner, we welcome, support, and celebrate unique ways of thinking. Ameresco is proud to be an equal opportunity workplace and an Affirmative Action employer.Ameresco is fully committed to Equal Employment Opportunity and to attracting, retaining, developing and promoting the most qualified employees without regard to their race, gender, color, religion, sexual orientation, gender identity, national origin, age, physical or mental disability, citizenship status, veteran status, or any other characteristic protected by applicable law. We are dedicated to providing a work environment free from discrimination and harassment, and where employees are treated with respect and dignity.

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.
Ameresco carries a very strong track record of diversity and inclusion programs in its past completed contracts. Specific Companies Worked with: Lighting & Electrical / LSI Industries, Inc. / WBE The following are some examples that demonstrate our success and experience incorporating diversity and inclusion programs into our projects.

Project	MBE/WBE Achieved
Chicago Housing Authority	56%
Metropolitan Pier & Exposition Authority, Chicago	48%
Akron Metro Housing Authority Ph-4, OH	44%
City of Chicago (Streetlights)	42%
Chicago Park District	30%
State of Illinois	25%

Marketing

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

Name	Title	Phone	Email
Leila Dillon	Sr. VP – Corporate Marketing & Communications	508.661.2264	ldillon@ameresco.com
Jenna Williams	Director – Marketing & Communications	508.598.3097	jwilliams@amersco.com
Rhea Hickok	Director – Marketing & Public Relations	502.420.1971	rhickok@ameresco.com
Kate Cronin	Manager - Marketing	508.661.2288	kcronin@ameresco.com

Describe how this business marketed its products and services to schools, nonprofit organizations, and other public sector audiences in Fiscal Year 2021– 2022 (July 1 – June 30). List all conventions, conferences, and other events at which this company exhibited.

Ameresco is an independent cleantech integrator, providing services to several industries including higher education and healthcare institutions, K-12 districts, local governments, transportation authorities, and more. Our sales and marketing approach is to offer customers customized and comprehensive energy efficiency solutions tailored to meet their economic, operational, and technical needs.We market our solutions and services to identify project opportunities through a wider range of marketing channels, including but not limited to:

- **Website, digital campaigns, and inbound marketing** – Digital marketing is a key part of marketing efforts at Ameresco, as online information consumption is the main way that buyers research and consume information early in the marketing funnel. The Ameresco website serves as a lead generation channel through gated content and resources like on-demand webinars and white papers, sharing Ameresco's deep experience through peer success stories, and relevant news and insights.
- **Digital advertising and paid sponsorships** – This is a core component of Ameresco's marketing programs as a means to further extend messaging reach to prospective customer audiences. Digital advertising and sponsorship channels include Google pay-per-click in addition to adverts and sponsorships via industry publications such as Smart Energy Decisions, Industry Dive family of publications, American Society for Health Care Engineering (ASHE), Association for the Advancement of Sustainability in Higher Education (AASHE), International City/County Management Association (ICMA), Environment + Energy Leader, among others.
- **Industry association memberships** – Ameresco participates in several industry organizations to extend marketing reach via trusted third-party associations. National memberships for FY21-22 include: American Association of Airport Executives (AAAE); National Association of College and University Business Officers (NACUBO); Association of Physical Plant Administrators (APPA); Association for the Advancement of Sustainability in Higher Education (AASHE); US Green Building Council (USGBC); Alliance to Save Energy; National Association of Housing and Redevelopment Authority (NAHRO); Public Housing Authorities Directors Association (PHADA); American Clean Power Association (ACP); and Solar Energy Industries Association (SEIA).
- **Industry conferences and events** - Ameresco's participation at industry events include exhibiting, sponsorships, and speaking slots at events during the FY21-22 including: IDEA Campus Energy, E+E Leader Energy Management Summits, Smart Energy Decision Forums and Summits, Smart Cities Connect Annual Conferences, ASHE Annual Conference, NACUBO Annual Conferences, ICMA Annual Conference, P3 Higher Education Summit, NAHRO Annual Conference, PHADA Conferences, AEG Stakeholder Challenges, and numerous regional-chapter conferences for these organizations.
- **Social media** – Ameresco uses LinkedIn and Twitter social media platforms to reach more tech-savvy buyers and industry networks. Our feeds focus on sharing industry current events, thought leadership and media coverage, customer news and announcements, and a wealth of resources to help buyers get started in their clean energy journey.
- **Outreach telemarketing campaigns** – As part of regional outreach, sales and marketing professionals across the Ameresco team conduct outreach and telemarketing campaigns specific prospect segments to reach buyers with a targeted message or offer.
- Additionally, Ameresco secures business opportunities through **word-of-mouth and peer referrals, repeat business from existing customers, competitive procurement bids and requests for proposals** ("RFPS").

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.

Ameresco will work with AEPA leadership and create a singular vision for this MRO contract's marketing strategy. In order to develop the most effective messaging, we will divide targets into four distinct categories: (i) existing Ameresco client and AEPA member; (ii) existing Ameresco client, but not yet AEPA member; (iii) non-Ameresco Clients but existing AEPA member; (iv) non-Ameresco clients and not yet AEPA members.

In order to reach eligible Member Agencies, both that are and are not yet Ameresco clients, we will pair our outreach messaging with information about AEPA. With "cold" non-member, non-client prospects, we will develop a multistep campaign to ensure proper penetration is achieved including methods such as email, phone, direct mail etc. Each campaign includes research and reporting stages so adjustments could be made to maximize efficiency. See example campaign sequence below.

Example Sequence



A response at any stage will be pulled into a scheduling workflow:

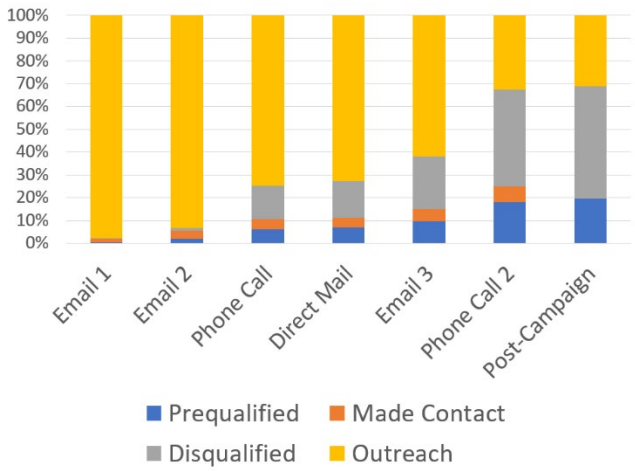
- First discovery meeting scheduling (Face-to-face/Zoom)
- Educate lead on program, delivery, advantages, etc.
- Qualify any upcoming project(s)
- Walk lead through AEPA membership sign-up (if not already a member)

Any not interested/opt-outs pulled from future outreach, but updated for reporting

General messaging will follow the agenda outlined below. Based on this model, derived from similar campaigns, we expect a 15% conversion rate with about 20% holdout rate.

- Set the stage, provide a brief program summary
- Add more detail and establish the brand
- Point to the first couple as reference with a personal touch
- Add content for stubborn targets
- Check in on campaign to-date
- Final outreach effort to convert remaining targets
- Clear any in limbo and document remaining holdouts.

Results Model



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

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

- Similar to our response in the previous prompt, our launch process will be to first work with AEPA leadership and create a singular vision for this MRO contract's marketing strategy. An outline for that strategy can be found in our Exhibit A – Marketing Plan.
- With joint review and approval, Ameresco's marketing deliverables may include but are not limited to the following:
  - ✓ Release a 'joint' press release announcing and highlighting our agreement (to specified and targeted media list) .
  - ✓ Pitch for coverage to targeted reporters, newsletters, and publications.
  - ✓ Post releases on respective websites and social networks as applicable.
  - ✓ Jointly manage press conference event, if appropriate.
  - ✓ Develop case study highlighting contract details – emphasizing the benefits and results of working together.
  - ✓ Create posters highlighting contract benefits to be posted in select locations.
  - ✓ Host education webinars to inform select audience(s), answer questions and drive interest.
  - ✓ Develop and host a social media initiative to support driving greater participation.
  - ✓ Post contract on Amersco's website. Add links to other sites, if appropriate.
  - ✓ Provide contract details to post on other website, as appropriate.
  - ✓ If appropriate, work to develop a video, link and distribute widely to help inform others about the benefits of this contact. Post video on YouTube and respective websites.
  - ✓ Utilize standard Ameresco brochures and product sheets.
  - ✓ Collateral materials may be used in support of a direct marketing or email campaign.
  - ✓ Participate in and/or present at select seminars, campaigns and/or events, as appropriate.
- Ameresco often manages press conferences with our customers, if appropriate. These events usually involve jointly managing everything -- from 'save the dates' and invitations to the guest lists and inviting media and government affairs representatives, as well as drafting the media advisory, distributing day-of-event press release over the wire and pitching it. In addition, Ameresco will promote the press release and resulting media coverage via our large social media networks if amicable for the customer. For a ribbon cutting, groundbreaking, or ceremonial award, we manage the logistics such as the tent, chairs, and podium rentals and the refreshments. In support of events, we typically develop a project case study for the media kit and posters highlighting and outlining project specifics and the associated benefits. And to ease getting to the event, we provide the signage to direct visitors and press to the event location. And of course, there is the online component of the press event – from website postings to online messaging. As your sustainability partner, Ameresco will work with your team member(s) to launch and drive a Marketing Program to inform identified target audiences about the significant benefits of the contract.

A summary of the MRO program and a link for this contract will be displayed on the Professional Services page of our Smart Building Solutions division's website.

Environmental Initiatives

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

Our core business is providing clean, green, and sustainable solutions that reduce greenhouse gas emissions for our customers. Since 2000, Ameresco has worked closely with our customersto identify and deliver cleantech solutions. We have supported our customers' sustainability goals with solutions ranging from comprehensive energy saving retrofits to deep energy retrofits with resilient microgrid power systems. Ameresco is committed to continuing todeliver comprehensive projects that helpaccelerate the global transition to a net zero carbon future. Increasingly,Ameresco is delivering low-carbon energy solutions through our owned energy assets. Ameresco's distributed generation and renewable natural gas facilities provide customers with reliable, affordable clean energy without the risk and expense of ownership and operation. In pursuit of energizing a sustainable world, Ameresco has been on the forefront of reducing our customer's energy consumption since our inception. In addition to our customer projects, we are proud that Ameresco's renewable energy assets can further facilitate our customers' goals to achieve deep emissions reductions.

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

Ameresco does not manufacture or distribute products, and as vendor-neutral engineering firm are not beholden to any equipment or controls supplier. We do not sell anything but our expertise. Ameresco promises any Client will receive unbiased recommendations and Client staff the final choice of equipment and services. Ameresco's vendor-neutral independence enables its team to be 100% unbiased in this approach, offering our clients unlimited flexibility in how the project is put together, who is involved, and what materials and systems are used. Ameresco is solely committed to finding and delivering the best advanced energy solutions. We do not represent equipment, software, or controls/systems vendors, we represent the best ultimate solutions for our customer-partners. Many ESCO's function as a sales arm for companies in the HVAC equipment/controls business; Ameresco does not operate this way.

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

Our planet is facing a critical tipping point. The Sixth Assessment Report released in August 2021 by the United Nation's Intergovernmental Panel on Climate Change detailed the unequivocal link between human actions and our warming climate. As the report notes, the world has already warmed roughly 1.1 degrees Celsius since the 19th century, further warming is locked in, and we must adopt aggressive, rapid, and widespread emissions cuts now to avoid catastrophic environmental consequences. At Ameresco, we are dedicated to playing a pivotal role in finding solutions to this challenge. Since our founding, we have been focused on cutting emissions, improving efficiency, and deploying clean energy for customers across North America and the UK. Decarbonization is an inherent part of our business, and we are staunch supporters of policies that align with this effort. We recognize that we have a responsibility to mitigate our own contribution to climate change through continuously improving our own global operations. As part of our 2020 ESG commitments, Ameresco established a corporate-led Sustainability Team to determine our carbon inventory for our baseline and subsequent years. This baseline is the starting point toward our ultimate net zero carbon goal.

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

Founded on a mission to create value and provide environmentally preferable solutions to the organizations we serve, Ameresco is relentless in the pursuit of a sustainable future. Our ESG program's theme of "Doing Well by Doing Good" reflects the inherent and grounded purpose behind the company's success in delivering solutions that enable a low carbon future.

Sustainability has always been at the forefront of our business — from our environmentally friendly MRO projects and clean energy generation assets, to workplace green initiatives and giving back to our communities. We have committed ourselves to staying ahead of the curve and at the leading edge of innovation taking place in the sustainability sector.

Since our initial public offering in 2010, Ameresco's renewable energy assets and customer projects have delivered a cumulative carbon offset equivalent to over 60 million metric tons of carbon dioxide. As such, our MRO teams are especially skilled at helping our clients identify and implement environmentally sound solutions to help them

embrace their sustainability goals. Based on Part F.2 – Price Schedule, it is estimated that up to 75% of our offering in the areas of air filters, appliances, electrical equipment, HVAC systems, lighting, and plumbing represent environmentally friendly/sustainable options.

Our plan to improve this offering would be to continue to refresh and update these catalogs to make these options more available to AEPA members.

Additional Information

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



Lowest Risk Partner – Ameresco has a proven track record of delivering large-scale projects; we have helped others thousands of clients achieve their facility improvement goals and we are confident we can achieve that goal for AEPA. Our experience includes over $10 Billion of MRO, energy efficiency, infrastructure upgrades, and renewable energy solutions.



Local Labor – We give AEPA the ability keep work local and award labor subcontracts to local contractors your members already know, like and trust. Unlike our competition, we will not require members to use our "in-house" or "preferred" mechanical or electrical subcontractors. Your members will have final say and the right to "veto" any labor subcontracts. This approach will help mitigate project risk, identify the best installers and allow the AEPA to maintain full control of your project



Vendor-Neutrality – Ameresco will serve as a vendor-neutral, program manager that does not have any loyalty to one specific equipment manufacturer or brand. Unlike our competition, we do not feel any channel pressure or profit motives to strongly advocate on behalf of equipment manufacturers. This approach will help us provide AEPA members with trusted, independent, and objective project advice that is free from professional, financial, or personal bias.



Creative Financing – Our team has been a trusted and reliable financial partner for engineering, planning, energy improvement, and maintenance & operations projects. In order to deliver the best financial value for your members, we will offer a number of different approaches to minimize financial burden including our network of lender-partners, grants, incentives, and rebates



Project Team – Our proposed program team has decades of combined years of experience in solar design engineering, construction management, energy engineering, system integration and commissioning experience. With over 1,000 of team members across the US, our bench is strong and we have the ability to easily meet the scheduling and logistics demands of a contract like this.



Our Philosophy – Our team is looking to build a long-term partnership with AEPA members. To that end, our philosophy is simple: (i) outwork the competition; (ii) deliver high-quality services; (iii) treat AEPA members honestly and fairly; (iv) provide superior financial value; and (v) keep our commitments – both large and small.



A Shared Mission – Ameresco understands the importance of AEPA's goals for MBE/SBE/LDBE participation because we take pride in promoting and encouraging the economic development of disadvantaged business enterprises in our projects. Our team for this Proposal will include small, minority or disadvantaged firms as well as local partners with a history of success nationwide.

If applicable, describe your company's ability to integrate into other ecommerce sites:

Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).

Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.

Ameresco utilizes the Microsoft Dynamics 365 Supply Chain Management platform to automate and streamlines our operational processes including the ability to interact with suppliers and customers through punch out catalogues. This is the easiest and most flexible way to offer AEPA members an external catalogue, an e-commerce platform for certain items.

By using the external catalog, this can ensure that the product and price information that members subsequently process in Supply Chain Management is accurate and up to date. The requisition can then be approved and converted to a purchase order and an order can be placed at the vendor. Ameresco has the ability to implement this functionality for AEPA and would handle this as an e-commerce consulting project outside of the scope of this submission.

Ameresco does not have any public agency ERP integration projects to disclose as of the date of this submission.

Disclosures

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

*As a publicly traded company, in the ordinary conduct of our business we are subject to periodic lawsuits, investigations and claims. Ameresco includes in its filings with the U.S. Security and Exchange Commission a brief description of any material pending legal proceedings, other than ordinary routine litigation incidental to the business, to which Ameresco or any of its subsidiaries is a party or of which any of their property is the subject. Although we cannot predict with certainty the ultimate resolution of such lawsuits, investigations and claims against us, we do not believe that any currently pending or threatened legal proceedings to which we are a party will have a material adverse effect on our business, results of operations, or financial condition.

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.

Ameresco's most recent 10-K for the period ending December 31, 2021 may be located using the U.S. Securities and Exchange Commission website as follows:
https://www.sec.gov/ix?doc=/Archives/edgar/data/1488139/000148813922000014/amrc-20211231.htm
And our 10-Q as of June 30, 2022 may be located at:
https://www.sec.gov/ix?doc=/Archives/edgar/data/1488139/000148813922000091/amrc-20220630.htm

References

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

Agency	Name	Title	Phone Number	Email
1. University City Schools, MO	Karl Scheidt	Exec. Director of Operations	314-290-4009	kscheidt@ucityschools.org
2. Wappingers School District, NY	Ron Broas	Director of Facilities & Operations	845-298-5150	Ronald.Broas@wappingersschools.org
3. Portland Public Schools, OR	Aaron Presberg	Sr. Program Manager, Energy & Sustainability	503-916-3279	apresberg@pps.net
4. Newport News Schools, VA	Darren Muncy	Energy & Climate Controls Supervisor	757-881-5024 ext 14132	Darren.muncy@nn.k12.va.us
5. Knox County & Knox County Schools, TN	Matt Myers	Director of Procurement	865-215-5750	Matt.myers@knoxcounty.org

Service Questionnaire

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

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

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

If YES, what is the website? _____

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

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

Does this business have a toll-free customers support phone option? _____ **No** X **Yes**

Does this business offer local customer and support service options? _____ **No** X **Yes**

State your normal delivery time (in days) and any options for expediting delivery.
1-2 weeks; depending on size of equipment.

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?
If materials are backordered, we will fulfill the order when the materials are available; additionally, when possible, we will attempt to procure from alternate suppliers.

Describe your company's payment terms as well as any quick pay discounts.
Ameresco's payment terms are as follows: Upon execution of this Agreement and delivery by Customer to Ameresco of the Notice to Proceed, Customer shall pay Ameresco ten percent (10%) of the Contract Cost for mobilization. Thereafter, Ameresco shall submit invoices to Customer for monthly progress payments based upon the percentage of the Project construction and equipment procurement completed at the end of each month, so that Ameresco is paid the percentage of the Contract Cost that is commensurate with the percentage of completion of the Scope of Services. A Percent Complete Acknowledgement Certificate will be executed by Customer during each month of the construction period showing the percent complete and monthly payment due. Customer shall make payment to Ameresco, within thirty (30) days after the submission of each such invoice. No quick pay discounts are offered as a part of our payment terms.

State your company's return policy and any applicable State restocking fees.
Depending on the manufacturers and suppliers utilized for each particular order, the restocking fees and return policy may vary, but we can outline these terms for each at the time of purchase order receipt. Ameresco will not assess additional fees for returns or restocking.

Describe any special program that your company offers that will improve customers' ability to access products, on-time delivery, or other innovative strategies.
Existing customers with service agreements in-place have access to a suite of advantages including prioritized ticket responses, 24/7 support. Below is an example outline of one of our service agreements.

Support Offering	Level 1	Level 2	Level 3
Firmware Upgrades Included (labor not included)	✓	✓	✓
Site Visits Per Year (8 hrs. per building listed in the agreement)	1	2	4
Face to Face or Digital Training (hrs.)	4	8	16
Service Labor Discount	✓	✓	✓
Phone/Online Support Hour Bank			
- Remote Support (hours billed in 1/2 hour increments)	8	16	Unlimited
Response Time			
- Service Call Center (800 Number)	LIVE 24/7	LIVE 24/7	LIVE 24/7
- Technician Call Back (hrs.)	8	4	4
- Technician On-Site Visit (Non-critical) Hrs.	16	12	8
- Technician On-Site Visit (Critical) Hrs.			4
Enhanced Support Success Package			
- Unlimited remote monitoring (checking the control system monthly for trends)		✓	✓
- Semi-Annual system review with building operations team		✓	✓
- Alarm Monitoring (M-F 8am to 5 pm)		Up to 15 points per building	Up to 50 points per building
- Unlimited programming support			✓
- Ongoing commissioning (looking at system performance)			✓
- Annual system back up and save.	✓	✓	✓
- DDC Maintenance (physical look at controllers with a written report)			✓
Energy Management Success Package			
- Monitor gas and electric utility billing data			✓
-Energy Engineer to review system improvements			✓
- Benchmark building energy cost & consumption			✓
- Calculate carbon footprint reduction			✓
- Update Energy Star profile			✓

Pricing

Is your pricing methodology guaranteed for the term of the contract?		**No**	X	**Yes**
Will you offer customized price lists to participating entities as encouraged per the pricing terms of Part A?		**No**	X	**Yes**
Will you offer hot list pricing (optional) as described in the pricing terms of Part A?		**No**	X	**Yes**
Will you offer volume price discounts as described in the pricing terms of Part A?		**No**	X	**Yes**

Competitiveness: In order for your response to be considered, your company must offer AEPA prices that are equal to or lower than those normally offered to individual entities or cooperatives with equal or lower volume.

Is the pricing that is proposed to AEPA equal to or lower than pricing your company offers to individual entities or cooperatives with equal to or lower volume? _____ **No** X **Yes**

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

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

___X___ Pricing is LESS THAN individual customer and/or cooperatives. Lower by .05 %

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

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

Cooperative	**Expiration Date**
Sourcewell	08/2025
TIPS-USA (various)	01/2023, 04/2023, 08/2023, 03/2024, 04/2024 09/2024, 03/2025, 10/2025, 08/2026, 03/2027

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)?
For MRO related products and services we would lead with AEPA given the breadth/depth of this offering in addition to AEPA having significantly better market adoption/awareness relative to other national cooperatives. Taken together, this would provide our clients with a higher level of service.

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

Leasing: Do your business offer leasing arrangements under this solicitation? _____ **No** X **Yes**
If Yes, please indicate how the rate factor is determined and other cost factors below.
Ameresco would welcome the opportunity to provide leasing arrangements to AEPA members under this solicitation. Leasing rates, terms, and other costs would be based on current market conditions

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

Responsibilities	**Yes,** indicate with an "X"	**No,** indicate with an "X"
1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the AEPA contract.	X	
2. Train and educate sales staff on what the AEPA contract is: including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.	X	
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The marketing plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.	X	
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.	X	
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, the Vendor Partner is required to submit a $0 report to the AEPA Member Agency.	X	
6. Have ongoing communication with the Category Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.	X	
7. Attend two (2) AEPA meetings each year (see Part A)	X	
8. Participate in national and local conference trade shows to promote the AEPA contracts including, 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).	X	
9. Increase sales over the term of the contract with all participating AEPA Member Agencies.	X	

Exceptions

Instructions:

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

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

IFB Section and Page Number	Outline Number	Term and Condition	Exception

Deviations

Instructions:

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

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

Outline Number Part B	**Specification (describe)**	**Details of Deviation**

Business Branch Location(s) – U.S. Only	
Alaska	
Branch Address	6643 Brayton Drive
City, State, Zip Code	Anchorage, AK 99507
Arizona	
Branch Address	120 East Corporate Place
City, State, Zip Code	Chandler, AZ 85225
Branch Address	2375 East Camelback Road, Suite 400
City, State, Zip Code	Phoenix, AZ 85016
Branch Address	3544 North Romero Road, Suite 102
City, State, Zip Code	Tucson, AZ 85705
California	
Branch Address	2300 Clayton Road, Suite 1370
City, State, Zip Code	Concord, CA 94520
Branch Address	3200 Guasti Road, Suite 100
City, State, Zip Code	Ontario, CA 91761
Branch Address	42175 Zevo Drive
City, State, Zip Code	Temecula, CA 92590
Colorado	
Branch Address	12211 W Alameda Pkwy, Suite 205
City, State, Zip Code	Lakewood CO 80228
Connecticut	
Branch Address	1484 Highland Avenue, Suite 8A
City, State, Zip Code	Cheshire, CT 06410
District of Columbia	
Branch Address	101 Constitution Avenue, N.W., Suite 525 East
City, State, Zip Code	Washington, DC 20001
Delaware	
Branch Address	5301 Limestone Road, Suite 222
City, State, Zip Code	Wilmington, DE 19808
Florida	
Branch Address	13721 Jetport Commerce Parkway, Unit 5
City, State, Zip Code	Fort Meyers, FL 33913
Branch Address	2202 N. West Shore Boulevard, Suite 200
City, State, Zip Code	Tampa, FL 33607
Branch Address	333 S.E. 2nd Avenue, Suite 2000
City, State, Zip Code	Miami, FL 33131
Georgia	
Branch Address	3340 Peachtree Road, Suite 1800
City, State, Zip Code	Atlanta, GA 30326
Hawaii	
Branch Address	1001 Bishop Street, ASB Building Suite 950
City, State, Zip Code	Honolulu, HI 96813

Business Branch Location(s) – U.S. Only	
Idaho	
Branch Address	1810 Schneidermiller Avenue, Suite 321
City, State, Zip Code	Post Falls, ID 83854
Illinois	
Branch Address	10 S. LaSalle Street, Suite 3450
City, State, Zip Code	Chicago, IL 60603
Branch Address	1900 Spring Road, Suite 400
City, State, Zip Code	Oak Brook, IL 60523
Branch Address	528 South 5th Street, Suite 212
City, State, Zip Code	Springfield, IL 62701
Indiana	
Branch Address	5875 Castle Creek Parkway N. Drive, Suite 155
City, State, Zip Code	Indianapolis, IN 46250
Kentucky	
Branch Address	9300 Shelbyville Road, Suite 1025
City, State, Zip Code	Louisville, KY 40222
Maine	
Branch Address	30 Danforth Street, Suite 108
City, State, Zip Code	Portland, ME 04101
Maryland	
Branch Address	12230 Eastern Avenue
City, State, Zip Code	Chase, MD 21220
Branch Address	8825 Stanford Boulevard, Suite 210
City, State, Zip Code	Columbia, MD 21045
Massachusetts	
Branch Address	111 Speen Street
City, State, Zip Code	Framingham, MA 01701
Branch Address	117 Flanders Road, Unit 100
City, State, Zip Code	Westborough, MA 01581
Minnesota	
Branch Address	718 Xenia Avenue South, Suite 240
City, State, Zip Code	Golden Valley, MN 55416
Missouri	
Branch Address	9890 Clayton Road, Suite 220
City, State, Zip Code	St Louis, MO 63124
Montana	
Branch Address	7 West 6th Avenue, Suite 605, Power Block
City, State, Zip Code	Helena, MT 59601
Nebraska	
Branch Address	2121 N Webb Road, Suite 305
City, State, Zip Code	Grand Island, NE 68803
Nevada	
Branch Address	9130 W Post Road, Suite 120
City, State, Zip Code	Las Vegas NV 89148

Business Branch Location(s) – U.S. Only	
New Hampshire	
Branch Address	141 Banfield Road
City, State, Zip Code	Portsmouth, NH 03801
New Jersey	
Branch Address	200 Monmouth Street, Suite 280
City, State, Zip Code	Red Bank, NJ 07701
New York	
Branch Address	1377 Long Island Motor Parkway, Suite 401
City, State, Zip Code	Islandia, NY 11749
Branch Address	50 Front Street, Suite 201
City, State, Zip Code	Newburgh, NY 12550
Branch Address	6 Automation Way, Suite 103
City, State, Zip Code	Albany, NY 12205
North Carolina	
Branch Address	5550 Seventy-Seven Center Drive, Suite 380
City, State, Zip Code	Charlotte, NC 28217
Ohio	
Branch Address	640 Lakeview Plaza Boulevard
City, State, Zip Code	Worthington, OH 43085
Oregon	
Branch Address	9700 SW Capitol Highway, Suite 110
City, State, Zip Code	Portland, OR 97219
Pennsylvania	
Branch Address	301 Grant Street, Suite 270
City, State, Zip Code	Pittsburgh, PA 15219
Branch Address	4960 S. 12th Street, Philadelphia Navy Yard
City, State, Zip Code	Philadelphia, PA 19112
Tennessee	
Branch Address	520 W. Summit Hill Drive, Suite 401
City, State, Zip Code	Knoxville, TN 37902
Texas	
Branch Address	202 South Live Oak Street, Suite B
City, State, Zip Code	Tomball, TX 77375
Branch Address	7929 Brookriver Drive, Suite 250
City, State, Zip Code	Dallas, TX 75247
Virginia	
Branch Address	12001 Sunrise Valley Drive, Suite 205
City, State, Zip Code	Reston, VA 20191
Washington	
Branch Address	707 W Main Ave, Suite B-01
City, State, Zip Code	Spokane, WA 99201
Branch Address	222 Williams Avenue South, Suite 100
City, State, Zip Code	Renton, WA 98057

Part E – Signature Forms

AEPA 023-A

Maintenance, Repair and Operation (MRO)

Instructions

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

To submit the required signed forms, follow these steps:

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

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

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

Uniform Guidance "EDGAR" Certification Form – ****signature required***
Bid Affidavit – ****signature required***
Acceptance of Bid & Contract Award – ****signature required***

Uniform Guidance "EDGAR" Certification Form
2 CFR Part 200

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

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

1. Violation of Contract Terms and Conditions

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

2. Termination for Cause of Convenience

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

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

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

3. Equal Employment Opportunity

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

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

4. Davis Bacon Act

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

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

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

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

5. Contract Work Hours and Safety Standards Act

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

6. Right to Inventions Made Under a Contract or Agreement

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

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

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

9. Byrd Anti-Lobbying Amendment

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

10. Procurement of Recovered Materials

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

11. Profit as a Separate Element of Price

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

12. General Compliance with Participating Agencies

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

13. Governing Law; Forum Selection.

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

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

By initialing the table (1-13) and signing below, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.		
Respondent Certification (By Item)	**Respondent Certification:** **YES**, I agree or **NO,** I do NOT agree	**Initial**
1. Violation of Contract Terms and Conditions	Yes	DZ
2. Termination for Cause of Convenience	Yes	DZ
3. Equal Employment Opportunity	Yes	DZ
4. Davis-Bacon Act	Yes	DZ
5. Contract Work Hours and Safety Standards Act	Yes	DZ
6. Right to Inventions Made Under a Contract or Agreement	Yes	DZ
7. Clean Air Act and Federal Water Pollution Control Act	Yes	DZ
8. Debarment and Suspension	Yes	DZ
9. Byrd Anti-Lobbying Amendment	Yes	DZ
10. Procurement of Recovered Materials	Yes	DZ
11. Profit as a Separate Element of Price	Yes	DZ
12. General Compliance with Participating Agencies	Yes	DZ
13. Governing Law; Forum Selection.	Yes	DZ

Ameresco, Inc.
Name of Business

Signature of Authorized Representative

David Zehala
Printed Name

9/13/2022
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.

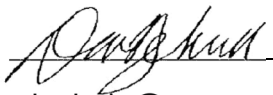
David Zehala	111 Speen Street, Suite 410
Authorized Representative (Please print or type)	Mailing Address
VP & General Manager	Framingham, MA 01701
Title (Please print or type)	City, State, Zip
Signature of Authorized Representative	9/13/2022
	Date

Acceptance of Solicitation & Contract

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

PART I: RESPONDENT

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

Business Name	Ameresco, Inc.	**Date**	9/13/2022
Address	111 Speen Street, Suite 410	**City, State Zip**	Framingham, MA 01701
Contact Person	Mark Himmel	**Title**	Director of Project Development
Authorized Signature		**Title**	VP & General Manager
Email	dzehala@ameresco.com	**Phone**	614-935-7487

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, 2024 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency _____

Authorized Representative _____

Awarded this	**day of**	**Contract Number**
Contract to commence (Member Agency to select)	3/1/2023	**Or**

Solicitation Checklist

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

"x"	**Document Title, Uploaded to Public Purchase** *(Respondent must submit documents in the required title/format)*	**Format of Uploaded Document**	**Notes**
	Bid Bond – if Required, see Part B if applicable.	Upload PDF copy. The original must be received by Lakes Country Service Cooperative by due date and time.	Send to Lakes Country Service Cooperative.
	Part C – State-Specific Forms – ***Name of Responding Company***	Single, Scanned PDF	**New Jersey Only Requirement.** Signatures Required.
	Part D - Questionnaire – ***Name of Responding Company*** Includes: • Company Information • Service Questionnaire • Exceptions • Deviations	Single, Scanned PDF	**Required.**
	Part E – Signature Forms – ***Name of Responding Company*** Includes: • Uniform Guidance "EDGAR" Certification • Bid Affidavit • Acceptance of Bid & Contract Award	Single, Scanned PDF	**Required.** Signatures required.
	Part F – Pricing Schedule – ***Name of Responding Company***	Excel Workbook	**Required.**
	Price List and/or Catalog – ***Name of Responding Company***	Upload PDF	**Required.**
	Exhibit A – Marketing Plan – ***Name of Responding Company***	Scanned PDF	**Optional.** Form not provided by AEPA, Respondent Created

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

AEPA #023-A MRO

Bidding Company Name: *Ameresco Inc.*

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

See Pricing Catalogs attached separately: ***ACI, AEB, Air Monitor, Belimo, Computrols, Cooper Lighting, CRC, Dell, Eaton, Ebtron, FDI, GE Current, Graybar, Habegger, IC Real Time, KMA HVAC, Leviton, Lithonia Lighting, Lutron, Niagara, Onicon, Paxton, RAB Lighting, Reliable Controls, RIB, Richards Electric, Senva, Thermal Instruments, Windy City Wire, & Wolff Brothers.***

Note: Groupings to be defined by Bidder and can be by sub-category, manufacturer, etc.

Part F.1 is a REQUIRED FORM

No.	Grouping of Discount	Discount Offered for This Grouping	Comments
1	Air Filters	1.50%	Graybar
2	Batteries and Flashlights	10.00%	Wolff Brothers
3	Electrical Repairs and Equipment	10.00%	AEB
4	Electrical Repairs and Equipment	1.50%	Eaton
5	Electrical Repairs and Equipment	10.00%	FDI
6	Electrical Repairs and Equipment	1.50%	Graybar
7	Electrical Repairs and Equipment	10.00%	RIB
8	Electrical Repairs and Equipment	10.00%	Richards Electric
9	Electrical Repairs and Equipment	10.00%	Windy City Wire
10	Electrical Repairs and Equipment	10.00%	Wolff Brothers
11	Fasteners	1.50%	Graybar
12	Fasteners	10.00%	Richards Electric
13	Fasteners	10.00%	Wolff Brothers
14	Hand Tools	10.00%	Wolff Brothers
15	HVAC	10.00%	ACI
16	HVAC	10.00%	AEB
17	HVAC	10.00%	Belimo
18	HVAC	10.00%	Computrols
19	HVAC	10.00%	CRC
20	HVAC	10.00%	Dwyer
21	HVAC	10.00%	Ebtron
22	HVAC	10.00%	FDI
23	HVAC	2.00%	Habegger
24	HVAC	1.25%	KMA HVAC
25	HVAC	10.00%	Niagara
26	HVAC	25.00%	Reliable Controls
27	HVAC	10.00%	Senva
28	HVAC	10.00%	Thermal Instruments
29	HVAC	10.00%	Windy City Wire
30	Lighting	1.50%	Cooper Lighting
31	Lighting	1.50%	GE Current
32	Lighting	1.50%	Leviton
33	Lighting	10.00%	Lithonia Lighting
34	Lighting	1.50%	Lutron
35	Lighting	10.00%	RAB Lighting
36	Material Handling Supplies	10.00%	FDI
37	Plumbing	1.50%	Graybar
38	Plumbing	10.00%	Onicon
39	Plumbing	10.00%	Wolff Brothers

40	Powertools	10.00%	Wolff Brothers

Part F.4 – Volume Discounts Schedule
AEPA #023-A MRO

Bidding Company Name:	*Enter company name here*

Part F.4 is an OPTIONAL FORM

Additional Discount for One Time Purchase or a Group of Local Agencies in a Geographic Area Combining Requirements (Estimate Annual Spend):

Dollar Amount FROM	Dollar Amount TO	Catalog Name	Additional Discount Offered (%)
Example - $0	*$50,000*	*MyCompanyGeneral 2014 Catalog*	*5.0%*



MRO Marketing PLAN

Association of Educational Purchasing Agencies

Confidential Information. Do Not Distribute.

MRO Marketing Plan

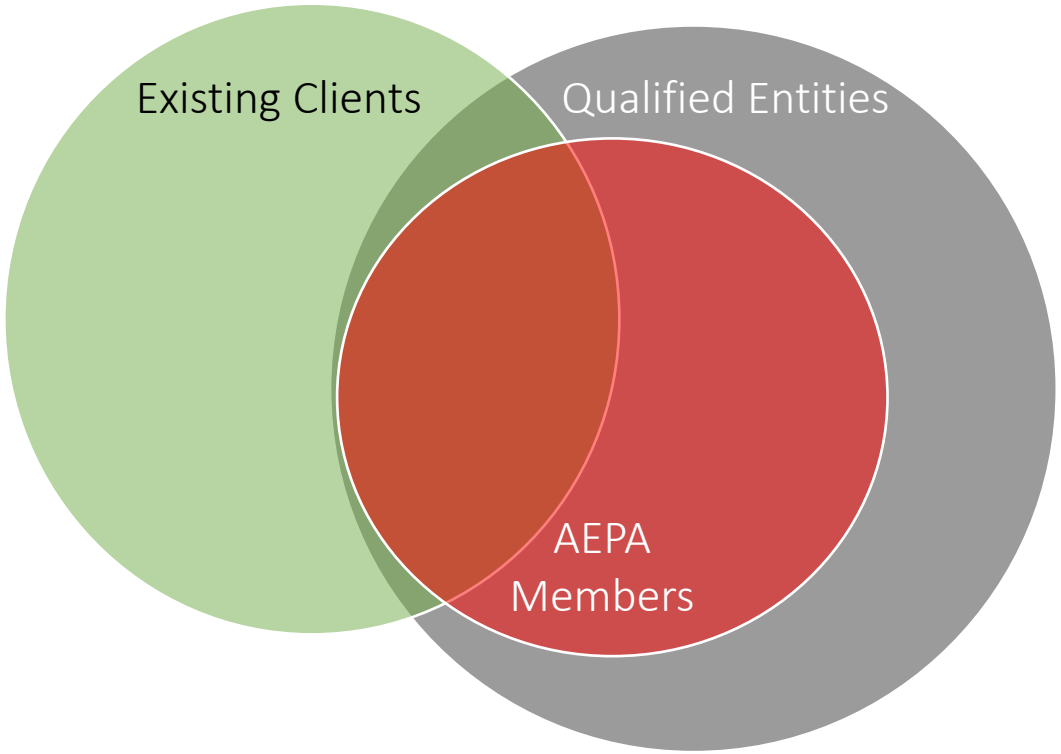
Targets (Who)	Messaging (What)	Sequencing (How)	Results (Why)
Outreach campaign(s) will include: • All existing AEPA Members • All eligible non-members • Any eligible Ameresco clients	• Brainstorm interests and needs by buyer type • Review/Revise existing or develop new supporting content to accompany outreach • Include specificity and utilize multiple merge fields to customize message	• Set the stage with high-volume, low-cost outreach • Follow up *quickly* to maintain priority • Add a personal touch with a phone call and a branded direct mail piece • Maintain presence and keep following up over a 3-5 week period	• Use the data to inform the approach • Outline and define performance metrics up-front • Report periodically to evaluate performance vs. goal • Report at every stage to allow for room to tweak • If any leads remain in "Outreach" stage, repeat.

Success Roadmap

- Develop new projects by meeting with qualified entities
- Increase membership by enlisting new qualified entities to AEPA
- Provide best-value MRO solutions to all current and prospective AEPA members
- Fill the future project funnel with "tweeners"

MRO Marketing Plan

Buyer Profile Diagram



Campaign Targets

- Source and acquire lists of Qualified Entities
- Compare to existing Member and Client lists of AEPA and Ameresco respectively
- Develop campaign lists of Qualified Entities
  - Existing Plug Smart Client and AEPA Member
  - Existing Plug Smart Client and not yet AEPA Member
  - Non-clients but existing AEPA Member
  - Non-clients and not yet AEPA Member

MRO Marketing Plan

Ameresco Client AEPA Member	Ameresco Client	Ameresco Member	Remaining Qualified Entities
• New program through your existing membership available from Ameresco • Want to understand MRO projects on the horizon	• Introduction to AEPA with supporting documentation • New, *fast, best-value delivery* provided through membership, available exclusively from Ameresco • Touching base to understand MRO needs on the horizon	• Reaching out on behalf of AEPA • Introduction to Ameresco with supporting documentation • New program through your existing membership available from Ameresco • Want to understand MRO projects on the horizon	• New, *fast, best-value delivery* provided through membership, available exclusively from Ameresco • Introduction to AEPA and Ameresco with supporting documentation • Want to understand MRO projects on the horizon

Campaign Messaging

Each buyer profile requires a custom-tailored message

- Primary objective is to **set up discovery meetings to create projects**
- Secondary objective is to **evangelize program strengths**:
  - *NEW* – Pique interest to find out more
  - *FAST* – Drive advantage of skipping administrative hurdles of traditional public procurement methods
  - *BEST-VALUE* – Pre-negotiated pricing with well-qualified vendors provides peace-of-mind for district when pursuing capital improvement projects.
- Tertiary objective is to (at least) **introduce all qualified entities to AEPA and Ameresco.**

MRO Marketing Plan

Campaign Sequencing

Example Sequence



Above is an example sequence that we would execute over the course of about a month (including research). We have experimented with outreach frequency and sequences, and we will ultimately use that which is best fit for AEPA's message.

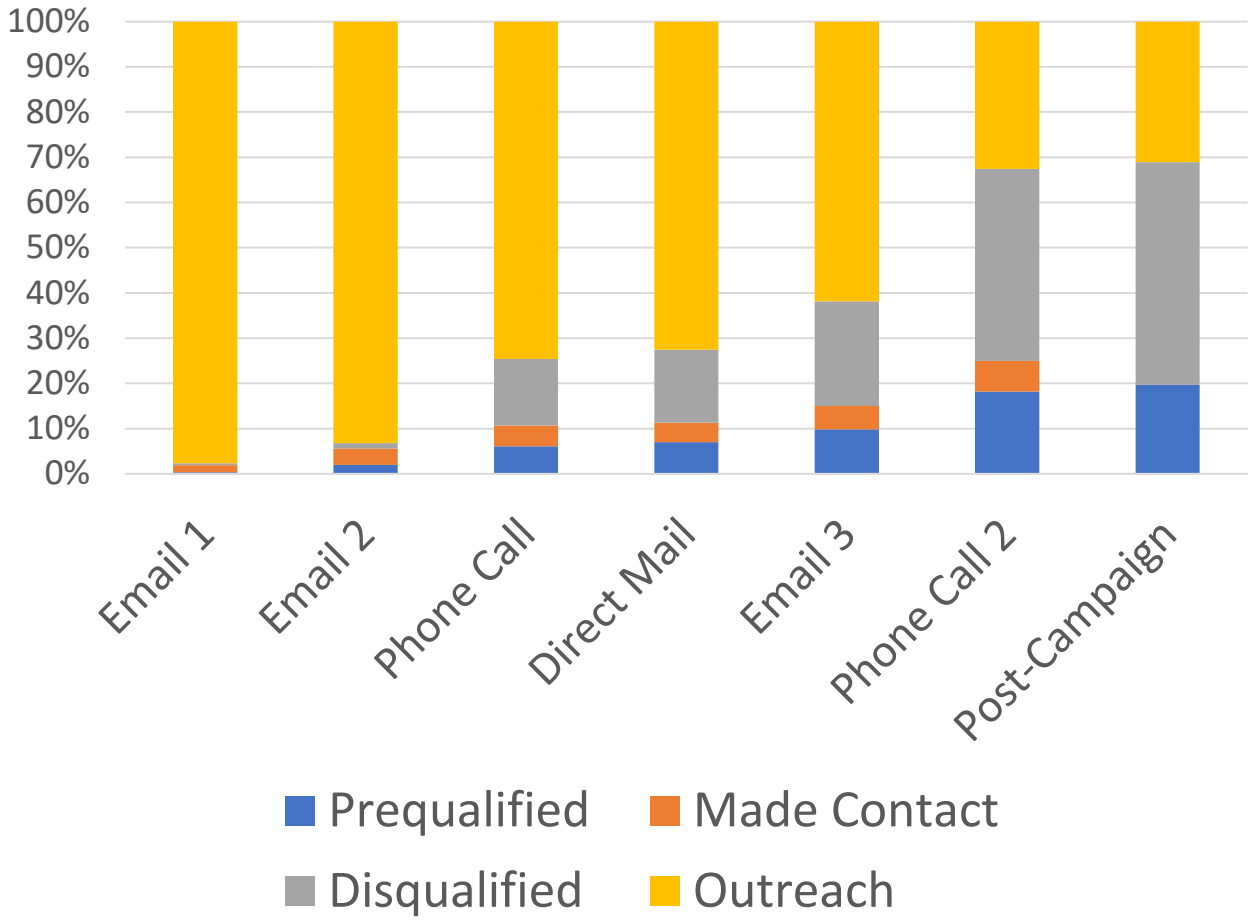
A response at any stage is pulled into a **scheduling workflow**

- First discovery meeting scheduling (Face-to-face/Zoom)
- Educate lead on program, delivery, advantages, etc.
- Qualify any upcoming project(s)
- Walk lead through AEPA membership sign-up (if not already a member)

Any not interested/opt-outs **pulled from future outreach**, but updated for reporting

MRO Marketing Plan

Results Model



Campaign Results

General messaging will follow the approach outlined below. Based on this model, derived from similar campaigns, we expect a 15% conversion rate with about 20% holdout rate.

1. Set the stage, provide a brief program summary
2. Add more detail and establish the brand
3. Point to the first couple as reference with a personal touch
4. Add content for stubborn targets
5. Check in on campaign to-date
6. Final outreach effort to convert remaining targets
7. Clear any in limbo and document remaining holdouts.

Association of Educational Purchasing Agencies

Tabulation Report IFB #023-A - Maintenance, Repair & Operations (MRO)

Vendor: Best Plumbing Specialties, Inc.

General Comments:

General Attachments:
AEPA 023-A Part F - Discount Pricing Workbook - MRO - FINAL.xlsx
Authorized agent letter.pdf
Blank COI 2022.pdf
Exhibit A- Marketing Plan-- Best Plumbing Specialties Inc.pdf
Part C- AEPA Memeber Agency State T's - C's- Best Plumbing Specialties, Inc..pdf
Part D- Questionarraire- Best Plumbing Specialties, Inc..pdf
Part E- Signature Forms- Best Plumbing Specialties, Inc..pdf
Price list_ Catalog Best Plumbing Specialties Inc 9.7.22.pdf.xlsx
W9 March 2022.pdf

Part D - Questionnaire

AEPA #023-A
MAINTENANCE, REPAIR AND OPERATION (MRO)

Instructions

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

To submit the required forms, follow these steps:

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

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

Company Information
Service Questionnaire
Exceptions
Deviations

Company Information

Name of Company: Best Plumbing Specialties, Inc.

Company Address: 3039 Ventrie Court

City, State, zip code: Myersville, MD 21773

Website: www.Bestplumbingspecialties.com

Contact Person: Melissa Maher

Title: Contracts, Assistant Manager

Phone: 800-448-6710, ext. 8157

Email: Contracts@bestplumbingonline.com

Background

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

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

In what year was this business started under its present name? 1991

Under what additional, or, former name(s) has your business operated? William J. Breen Sales Associates 1964-1991

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

Date of Incorporation: 12/9/1964

State of Incorporation: New York

Name of President: William J. Breen III

Name(s) of Vice President(s): William J. Ballantyne, Cindy MacMillian, Henry Breen

Name of Treasurer: Katie Kump

Name of Secretary: Katie Kump

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

Date of Partnership:

State Founded:

Type of Partnership, if applicable:

Name(s) of General Partner(s):

Is this business individually owned? x **No** _____ **Yes. If yes, complete the following:**

Date of Purchase:

State Founded:

Name of Owner/Operator:

Is this business different from those identified above? x **No** _____ **Yes**

If yes, describe the company's format, year and state of origin and names and titles of the principles below.

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

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

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

Business Headquarter Location

Business Address	3039 Ventrie Court
City, State, zip code	Myersville, MD 21773
Phone	800-448-6710
How long at this address?	8/12/2005

Business Branch Location(s)

Branch Address	N/A
City, State, zip code	N/A
Branch Address	N/A
City, State, zip code	N/A
Branch Address	N/A
City, State, zip code	N/A
Branch Address	N/A
City, State, zip code	N/A

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

Sales History

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

	2020	2021	2022 YTD
K-12 (public & private), Educational Service Agencies	$3,575,000.00	$3,500,000.00	$2,650,000.00
Higher Education Institutions	$2,650,000.00	$3,150,000.00	$2,475,000.00
Counties, Cities, Townships, Villages	$475,000.00	$500,000.00	$300,000.00
States	$500,000.00	$550,000.00	$325,000.00
Other Public Sector & Non-profits	$135,500.00	$125,500.00	$170,000.00
Private Sector	$800,000.00	$1,275,500.00	$1,000,000.00
Total	$8,135,500.00	$9,101,000.00	$6,920,000.00

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

	2020	2021	2022 YTD
K-12 (public & private), Educational Service Agencies	$3,550,000.00	$3,500,000.00	$2,625,000.00
Higher Education Institutions	$2,625,000.00	$3,140,000.00	2,400,000.00
Counties, Cities, Townships, Villages	$450,000.00	$500,000.00	$300,000.00
States	$500,000.00	$525,000.00	$300,000.00
Other Public Sector & Non-profits	$135,000.00	$125,000.00	$160,000.00
Private Sector	$875,000.00	$1,275,000.00	$1,000,000.00
Total	$8,135,000.00	$9,065,000.00	$6,785,000.00

Work Force

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

Function	Name	Title	Phone	Email
Contract Manager	Amber Carr	Contracts Manager	800-448-6710 ext. 8155	Acarr@bestplumbingonline.com
Sales Manager	Skye Cook	Sales Manager	800-448-6710 ext.8141	Scook@bestplumbingonline.com
Customer & Support Manager	Missy Baugher	Cust. Service Manager	800-448-6710 ext. 1754	Mbaugher@bestplumbingonline.com
Distributors, Dealers, Installers, Sales Reps	Varies	Varies	Varies	Varies
Consultants & Trainers	Skye Cook	Sales Manager	800-448-6710	Scook@bestplumbingonline.com
Technical, Maintenance & Support Services	Customer Service		800-448-6710	Info@bestplumbingonline.com
Quotes, Invoicing & Payments	Lisa Shroyer	Accounting Manager	800-448-6710 ext. 1601	Invoicing & Payments:Accounting@bestplumbingonline.com Quotes: Info@bestplumbingonline.com
Warranty & After the Sale	Brian Fisher	Warehouse Manager	800-448-6710	Bfisher@bestplumbingonline.com
Financial Manager	Lisa Shroyer	Accounting Manager	800-448-6710 ext.1601	Lshroyer@bestplumbingonline.com

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

Number of Sales Reps	City	State
See attached		

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.

When Contracts are awarded, we notify our local sales representatives and customer service teams of Contract details, provide marketing material and any additional information they may need to service our contracted customers.

What is your company's plan, if your company were awarded the contract, to service up to 29 states. Describe if your company has a national sales force, dealer network, or distributor(s) with the ability to call on eligible agencies in the participating states in AEPA.

We have over 50 Sales representatives nationwide who are available to service our customers.

Products, Services & Solutions

Provide a description of the Products, Services & Solutions to be provided by the product category set forth in Part B - Specifications. The primary objective is for each Supplier to provide its complete product, service, and solutions offerings that fall within the scope of this solicitation so that participating agencies may order a range of products as appropriate for their needs.

Provide internal plumbing speciality parts and MRO Supplies

Distribution

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

We do not maintain any retail locations; all orders will be shipped directly to your facility. Shipping takes an average of 2 business days after receipt of order for in-stock items, and approximately 7-10 business days for special order items. Our warehouse ships daily, M-F from 8am- 5pm.

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

Center Type	City	State
Warehouse	Myersville	MD

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

We are a wholesale distributor of internal plumbing parts and supplies, we do not subcontract services.

Provide a list of current subcontractors, distributors, installers, and other independent service providers who are contracted to perform the type of work outlined in this solicitation in the member agency states. Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

We do not provide services or subcontract services.

If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

N/A

If applicable, describe other ways your company can be sensitive to a participating agencies desire to utilize local and/or MWBE companies, such as the number of local employees and offices with a geographic region, companies your firm uses that may be local (i.e. delivery company), your own company's diversity of owner employees, etc.

N/A

If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

N/A

Marketing

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

Name	Title	Phone	Email
Tracey Breen	Marketing Coordinator	800-448-6710 ext. 8144	Tbreen@bestplumbingonline.com
Michael Braithwaite	Marketing Manager	800-448-6710 ext. 8148	Marketing@bestplumbingonline.com

Describe how this business marketed its products and services to schools, nonprofit organizations, and other public sector audiences in Fiscal Year 2021– 2022 (July 1 – June 30). List all conventions, conferences, and other events at which this company exhibited.

See attached.

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.

Our Marketing Coordinator can create Co-Branded Flyers, provide email automations, monthly news letters tailored to member agencies with new agreement featured. See attached example of current marketing materials.

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

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

Best Plumbing Specialties, has the ability to market thru a number of different avenues, e.i. Co-Branded flyers, online advertisements, blogs, Newsletters, trade shows, welcome packets and email automations. In addition we can provide catalogs upon request, with specific pages geared towards you.

Environmental Initiatives

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

Best encourages all customers to purchase environmentally friendly products. We are committed to supplying products that help you maintain sustainable buildings and realize water and energy savings.

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

LEED GA, WaterSense Partner

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

As an approved WaterSense Partner, we help bring you products that the U.S. Environmental Protection Agency identifies as high performance and water efficient. We contribute to your green building efforts and FEED certification.

We have reduced flow aerators, showerheads, metering and sensor faucets, products for low consumption, and HET and HEU flush products.

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

Additional Information

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

If applicable, describe your company's ability to integrate into other ecommerce sites: Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.). Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.
We have the capability of connecting with customers through EDI, static catalog and xCML. Some of the ERP systems we have used include: Jaggaer, Workday, Vendor Café, Ariba, Coupa, and Equal Level.For our customers with these connections, most if not all of their purchases are done through this system.Included are:NYU2019: $134,931.84 2020: $83,810.81 2021: $63,791.36 2022 YTD: $56,478.56| MWAA2020: $12,655.63 2021: $20,193.43 2022 YTD: $22,527.98| NC State2019: $98,774.85 2020: $67,973.53 2021: $57,388.31 2022 YTD: $46,782.99

Disclosures

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

If **Yes, AN ATTACHMENT IS REQUIRED:** List and explain current actions, such as, Federal Debarment (on US General Services Administration's "Excluded Parties List"), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

References

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

Agency	Name	Title	Phone Number	Email
1. Frederick County Public Schools	Erik McKay	Maintenance Supervisor	240-367-6486	Erik.mckay@FCPS.org
2. Duke University	Richard Goulet	Senior Licensed Plumber	919-681-5900	Richard.goulet@duke.edu
3. Wake Medical Center	JC Fairchild	Maintenance Mechanic	919-350-8218	Jfairchild@wakemed.rog
4. St. Catherine University	Reed Richards	Manager of Grounds/Custodial	651-690-8615	Rcrichards586@stkate.edu

5. Alvin Independent School District	Myles Garrison	Warehouse supervisor	281-245-3963	Mgarrison@alvinisd.net

Service Questionnaire

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

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

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

If YES, what is the website? www.Bestplumbingspecialties.com

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

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

State your normal delivery time (in days) and any options for expediting delivery.
In Stock items 3-5 days, Non-Stock items 5-10 days

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?
Customers are notified of estimated ship dates and product availability at the time of order confirmation. If an item is backordered, customers may choose to receive the remainder of their order and wait for the backordered item to complete their PO. If they decide, after being notified of the backorder and the estimated lead time, that the projected delivery date is unreasonable they may ask for an alternative to substitute the item. If our suggested alternatives do not satisfy the customer, they may cancel the item.

Describe your company's payment terms as well as any quick pay discounts.
Net 30, quickpay discounts are not offered.

State your company's return policy and any applicable State restocking fees.
Returns can be made by contacting your sales representative, if applicable, or by contacting our in house return specialist at 1-800-448-6710 or returns@bestplumbingonline.com . (No returns will be accepted after 60 days of the invoice date, without a written authorization. This written authorization will be issued based on our ability to return/resell the material and will be subject to handling charges. Items marked NR cannot be returned. Please provide original invoice number on returns.)

Describe any special program that your company offers that will improve customers' ability to access products, on-time delivery, or other innovative strategies.
We are connected with Equal Level marketplace, which allows AEPA members to shop our catalog customized with your contract items and discount pricing, feature monthly new products, able to check order status, view past orders and check order tracking.

Pricing

Is your pricing methodology guaranteed for the term of the contract?	_____	**No**	X	**Yes**
Will you offer customized price lists to participating entities as encouraged per the pricing terms of Part A?	_____	**No**	x	**Yes**
Will you offer hot list pricing (optional) as described in the pricing terms of Part A?	x	**No**	_____	**Yes**
Will you offer volume price discounts as described in the pricing terms of Part A?	x	**No**	_____	**Yes**

Competitiveness: In order for your response to be considered, your company must offer AEPA prices that are equal to or lower than those normally offered to individual entities or cooperatives with equal or lower volume.

Is the pricing that is proposed to AEPA equal to or lower than pricing your company offers to individual entities or cooperatives with equal to or lower volume? **No** ____ **Yes** x

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

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

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

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

If YES, identify which cooperative and the respective expiration date(s).
GSA, GoodBuy, BuyBoard, HPS, Choice Partners

If YES, and your business is awarded an AEPA contract, explain which contract your business will lead with in marketing and sales representative presentations (sales calls)?
We would lead with the contract best suited for each customer.

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

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

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

Responsibilities	**Yes,** indicate with an "X"	**No,** indicate with an "X"
1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the AEPA contract.	x	
2. Train and educate sales staff on what the AEPA contract is: including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.	x	
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The marketing plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.	x	
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.	x	
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, the Vendor Partner is required to submit a $0 report to the AEPA Member Agency.	x	
6. Have ongoing communication with the Category Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.	x	
7. Attend two (2) AEPA meetings each year (see Part A)	x	
8. Participate in national and local conference trade shows to promote the AEPA contracts including, 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).	x	
9. Increase sales over the term of the contract with all participating AEPA Member Agencies.	x	

Exceptions

Instructions:

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

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

IFB Section and Page Number	Outline Number	Term and Condition	Exception

Deviations

Instructions:

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

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

Outline Number Part B	Specification (describe)	Details of Deviation

Best Plumbing Specialties, Inc.

Affirmative Action Plan

February 1, 2022

Workforce Analysis

Department: Accounting/HR

Job Title	EEO-1 cat.	Total Empl	Male							Female						
			Total	White	Black/African American	Asian/Pacific Islander	American Indian/Alaskan Native	Hispanic	2 or more races	Total	White	Black/African American	Asian/Pacific Islander	American Indian/Alaskan Native	Hispanic	2 or more races
Accounting Manager	1.2	1									1					
Accounting Asst. Manager	1.2	1									1					
Accounting Associate	5	2									2					
Collections Associate	5	1		1												
Asst HR Manager	1.2	1													1	
Department Total		6	1	1						5	4				1	

Workforce Analysis

Department: Customer Service

Job Title	EEO-1 cat.	Total Employees	Male							Female						
			Total	White	Black/African American	Asian/Pacific Islander	American Indian/Alaskan Native	Hispanic	2 or more races	Total	White	Black/African American	Asian/Pacific Islander	American Indian/Alaskan Native	Hispanic	2 or more races
Customer Service Manager	1.2	1								1	1					
Customer Service Asst. Manager	1.2	1								1	1					
Receptionist	5	1								1	1					
Customer Service Associate	5	13	3	3						10	7	1		1		1
Department Total		16	3	3						13		1		1		1

Workforce Analysis

Department: IT

Job Title	EEO-1 cat.	Total Empl	Male							Female						
			Total	White	Black/African American	Asian/Pacific Islander	American Indian/Alaskan Native	Hispanic	2 or more races	Total	White	Black/African American	Asian/Pacific Islander	American Indian/Alaskan Native	Hispanic	2 or more races
IT Manager	1.2	1	1	1												
IT Asst. Manager	1.2	1	1	1												
Department Total		2	2	2												

Workforce Analysis

Department: Warehouse

Job Title	EEO-1 cat.	Total Empl	Male							Female						
			Total	White	Black/African American	Asian/Pacific Islander	American Indian/Alaskan Native	Hispanic	2 or more races	Total	White	Black/African American	Asian/Pacific Islander	American Indian/Alaskan Native	Hispanic	2 or more races
Warehouse Manager	1.2	1	1	1												
Warehouse Asst. Manager	1.2	1								1	1					
Warehouse Associates	7	12	8	8						4	4					
Department Total		14	9	9						5	5					

Workforce Analysis

Department: Officers

Job Title	EEO-1 cat.	Total Empl	Male							Female						
			Total	White	Black/African American	Asian/Pacific Islander	American Indian/Alaskan Native	Hispanic	2 or more races	Total	White	Black/African American	Asian/Pacific Islander	American Indian/Alaskan Native	Hispanic	2 or more races
President	1.1	1	1	1												
Vice President	1.1	3	2	1				1			1					
Controller	1.1	1								1	1					
Department Total		5	3	3						2	2					

Workforce Analysis

Department: Purchasing

Job Title	EEO-1 cat.	Total Empl	Male							Female						
			Total	White	Black/African American	Asian/Pacific Islander	American Indian/Alaskan Native	Hispanic	2 or more races	Total	White	Black/African American	Asian/Pacific Islander	American Indian/Alaskan Native	Hispanic	2 or more races
Purchasing Manager	1.2	1								1	1					
Purchasing Asst. Manager	1.2	1								1	1					
Purchasing Associate	5	5								5	5					
Department Total		7								7	7					

Workforce Analysis

Department: Sales

Job Title	EEO-1 cat.	Total Empl	Male							Female						
			Total	White	Black/African American	Asian/Pacific Islander/Hawaiian	American Indian/Alaskan Native	Hispanic	2 or more races	Total	White	Black/African American	Asian/Pacific Islander	American Indian/Alaskan Native	Hispanic	2 or more races
Sales Manager	1.2	4	3	2				1		1	1					
Assistant Sales Manager	1.2															
Outside Sales Reps	4	54	49	46	1			2		5	5					
Inside Sales Reps	4															
Sales Assistant	5	1								1	1					
Department Total		59	52	48	1			3		7	7					

Workforce Analysis

Department: Marketing

Job Title	EEO-1 cat.	Total Empl	Male							Female						
			Total	White	Black/African American	Asian/Pacific Islander/Hawaiian	American Indian/Alaskan Native	Hispanic	2 or more races	Total	White	Black/African American	Asian/Pacific Islander	American Indian/Alaskan Native	Hispanic	2 or more races
Marketing Manager	1.2	1	1	1												
Asst. Marketing Manager	1.2															
Graphics Designer	2	1								1		1				
Marketing Assistant	5	2	1		1					1	1					
Department Total		4	2	1						2	1	1				

Workforce Analysis

Department: Contracts

Job Title	EEO-1 cat.	Total Empl	Male							Female						
			Total	White	Black/African American	Asian/Pacific Islander/Hawaiian	American Indian/Alaskan Native	Hispanic	2 or more races	Total	White	Black/African American	Asian/Pacific Islander	American Indian/Alaskan Native	Hispanic	2 or more races
Contracts Manager	1.2	1								1	1					
Asst. Contracts Manager	1.2															
Contracts Coordinator	5	1								1	1					
Contracts Assistant	5	2								2	2					
Department Total		4								4	4					

Job Group Analysis

Listing of Job Titles

Job Title	Job Group Name	EEO-1 Category
President	1.1	Exec/Sr. Level
Vice President	1.1	Exec/Sr. Level
Controller	1.1	Exec/Sr. Level
Accounting Manager	1.2	First/Mid-Level Managers
Purchasing Manager	1.2	First/Mid-Level Managers
Warehouse Manager	1.2	First/Mid-Level Managers
Sales Managers	1.2	First/Mid-Level Managers
Customer Service Manager	1.2	First/Mid-Level Managers
Marketing Manager	1.2	First/Mid-Level Managers
Accounting Asst. Manager	1.2	First/Mid-Level Managers
Marketing Asst. Manager	1.2	First/Mid-Level Managers
HR Asst. Manager	1.2	First/Mid-Level Managers
Purchasing Asst. Manager	1.2	First/Mid-Level Managers
Warehouse Asst. Manager	1.2	First/Mid-Level Managers
Customer Service Asst. Manager	1.2	First/Mid-Level Managers
IT Manager	1.2	First/Mid-Level Managers
Asst. Sales Manager	1.2	First/Mid-Level Mangers
IT Assistant Manager	1.2	First/Mid-Level Managers
Contracts Manager	1.2	First/Mid-Level Managers
Graphic Designer	2	Professionals
Outside Sales Representatives	4	Sales
Inside/Outside Sales Reps	4	Sales
Customer Service Associates	5	Office and Clerical
Accounting Associates	5	Office and Clerical
Contracts/Bids Associates	5	Office and Clerical

Purchasing Associates	5	Office and Clerical
Marketing Assistant	5	Office and Clerical
Receptionist	5	Office and Clerical
Contracts Coordinator	5	Office and Clerical
Contracts Assistant	5	Office and Clerical
Warehouse Assoc.	7	Operatives

Placement of Incumbents in Job Groups

Job Group	Total # of Incumbents	# of Females	Female Incumbency %	# of Minorities	Minority Incumbency %
1	21	12	57%	3	14%
2	1	1	100%	1	100%
4	54	7	13%	2	4%
5	28	23	82%	4	14%
7	12	4	33%	0	0%

Determining Availability

Primary source for employees is Myersville, Maryland. Secondary sources are the remainder of Frederick County, Maryland, and Washington County, Maryland. As per the 2020 census, the Myersville, Maryland population was 1,970. The racial makeup of the town was 89.81% White, 3.07% African American, 0.57% Native American, 3.22% Asian, and 3.12% from two or more races. The population for Frederick County as a whole was 271,717 in 2020. The racial makeup for Frederick County was 80.7% White, 10.7% African American, 10.5% Hispanic, 0.5% American Indian and Alaska Native, 5.0% Asian, 0.1% Native Hawaiian and other Pacific Islander, and 3.1% from two or more races. Frederick County is 49.3% male and 50.7% female. The population for Washington County in 2020 was 154,705. The racial makeup for Washington County was 82.0% White, 12.5% African American, 5.8% Hispanic or Latino, 0.3% American Indian and Alaska Native, 1.9% Asian, 0.1% Native Hawaiian and other Pacific Islander, and 3.1% from two or more races. Washington County is 50.7% male and 49.1% female.

Determination of percent of woman or minorities with requisite skills within our recruitment area

Job Group	Female-Raw Statistics	Minorities-Raw Statistics	Value Weight	Female-Weighted Statistics	Minorities-Weighted Statistics	Reason for Weighing
1	50%	11%	2.0%	49%	10.78%	2% are made from external hires
2	50%	11%	75%	37.5%	8.25%	75% are made from external hires
4	10%	11%	90%	9.0%	9.9%	90% are made from external hires *
5	50%	11%	95%	47.50%	10.45%	95% are made from external hires
7	50%	11%	95%	47.5%	10.45%	95% are made from external hires

*Our primary business is sales of plumbing parts. Outside sales representatives need experience in both sales and plumbing or maintenance parts.

Comparison: Incumbency to Availability
and Annual Placement Goals

Job Group	Female Incumbency %	Female Availability %	Establish Goal?	If yes, Goal for Females	Minority Incumbency %	Minority Availability %	Establish Goals?	If yes, Goal for Minority
1	57%	49%	No		14%	10.78%	No	
2	100%	37.5%	No		100%	8.25%	No	
4	13%	9%	No		4%	9.9%	Yes	1
5	82%	47.5%	No		14%	10.45%	No	
7	33%	47.5%	Yes	1	0%	10.45%	Yes	1

Designation of Responsibility for Implementation

Responsibilities of Human Resources;

Human Resources is responsible for designing and ensuring the effective implementation of Best Plumbing Specialties, Inc.'s (Best) Affirmative Action Program (AAP). These responsibilities include, but are not limited to, the following:

1. Developing Equal Employment Opportunity (EEO) policy statements, affirmative action programs and internal and external communication procedures;
2. Assisting in the identification of AAP/EEO problem areas;
3. Assisting management in arriving at effective solutions to AAP/EEO problems;
4. Designing and implementing an internal audit and reporting system that:
   a. Measures the effectiveness of Best's program;
   b. Determines the degree to which AAP goals and objectives are met; and
   c. Identifies the need for remedial action;
5. Keeping Best's President informed of equal opportunity progress and reporting potential problem areas within the company;
6. Reviewing the company's AAP for qualified minorities and women with all managers and supervisors at all levels to ensure that the policy is understood and is followed in all personnel activities;
7. Auditing the contents of the company's bulletin board to ensure compliance information is posted and up-to-date; and
8. Serving as liaison between Best and enforcement agencies.

Responsibilities of Managers and Supervisors;

It is the responsibility of all managerial and supervisory staff to implement Best's AAP. These responsibilities include, but are not limited to:

1. Assisting in the identification of problem areas, formulating solutions, and establishing departmental goals and objectives when necessary;
2. Reviewing the qualifications of all applicants and employees to ensure qualified individuals are treated in a nondiscriminatory manner when hiring, promotion, transfer, and termination actions occur; and

3. Reviewing the job performance of each employee to assess whether personnel actions are justified based on the employee's performance of his or her duties and responsibilities.

Internal Audit and Reporting System

Human Resources is responsible for developing and preparing the formal documents of the AAP. Human Resources is responsible for the effective implementation of the AAP; however, responsibility is likewise vested with each department manager and supervisor. Best's audit and reporting system is designed to:

- Measure the effectiveness of the AAP/EEO program;
- Document personnel activities;
- Identify problem areas where remedial action is needed; and
- Determine the degree to which Best's AAP goals and objectives have been obtained

The following personnel activities are reviewed to ensure nondiscrimination and equal employment opportunity for all individuals without regard to their race, color, gender, religion, national origin;

- Recruitment, advertising, and job application procedures;
- Hiring, transferring, and promotion;
- Rates of pay and any other forms of compensation including fringe benefits;
- Job assignments, job classifications, job descriptions, and seniority lists;
- Sick leave, leaves of absence, or any other leave;
- Training, and attendance at professional meetings and conferences; and
- Any other term, condition, or privilege of employment.

The following documents are maintained as a component of Best's internal audit process:

- Summary data of external job offers and hires, promotions, resignations and terminations by job group and by sex and minority group identification;
- Maintenance of employment applications; and
- Records pertaining to Best's compensation system.

Equal Employment Opportunity

:

Best Plumbing Specialties, Inc. (Best) provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, creed, marital status, sex, sexual orientation, citizenship, national origin or ancestry, age, physical or mental disability, or status in any group protected by applicable federal, state and local laws governing nondiscrimination in employment in every location in which Best has employees.

It is the policy of Best Plumbing Specialties, Inc. not to discriminate against any employee or applicant for employment because he or she is a qualified individual with a disability, a disabled veteran, a newly separated veteran, a campaign veteran, or an armed forces service medal veteran (qualified protected veterans). It is also the policy of Best to take affirmative action to employ and to advance in employment all persons regardless of their status as qualified individuals with disabilities or qualified protected veterans, and to base all employment decisions only on valid job requirements.

This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training.

We will make reasonable accommodations for qualified individuals with known disabilities unless making the accommodation would result in an undue hardship to Best Plumbing Specialties, Inc

The Company expects all employees to support the implementation of this policy and to comply with all applicable laws prohibiting discrimination in employment.

Throughout this policy statement, the words, "he," "his," "him," shall include members of both sexes.

If you have a question about any type of discrimination at work, talk with your immediate supervisor or the Human Resources Department. You will not be punished for asking questions about this subject. Also, if we find out that anyone was illegally discriminating, that person will be subject to disciplinary action, up to and including termination of employment.

Overall responsibility for implementing these policies is assigned to William J. Breen III, President. However, all managers are responsible for ensuring that these policies are adhered to in their individual work units.

Review of Personnel Processes

Best reviews annually its personnel processes to determine whether its present procedures assure careful, thorough and systematic consideration of the qualifications of known qualified individuals with disabilities and qualified protected veterans. This review covers all procedures related to the filling of job vacancies either by hire or by promotion, as well as all training opportunities offered or made available to employees.

In determining the qualifications of veterans, Best limits its consideration of a qualified protected veteran's military record, including discharge papers, to only that portion of the record, which is relevant to the specific job qualifications for which the veteran is being considered.

Based upon Best's review of its personnel processes, Best will modify the personnel processes when necessary, and will include the development of new procedures in this Affirmative Action Program to ensure equal employment opportunity. To date, no modifications have been necessary.

Review of Physical and Mental Job Qualification Standards

The physical and mental job qualifications of all jobs were reviewed during calendar year 2019 to ensure that, to the extent that such qualification requirements tend to screen out qualified individuals with disabilities and qualified disabled veterans, job qualifications are consistent with business necessity and the safe performance of the job.

No qualification requirements were identified which had a screening effect. All job qualification requirements were found to be job-related and consistent with business necessity and safety.

Best will continue to review physical and mental job qualification requirements whenever a job is vacated and the company intends to fill it through either hiring or promotion and will conduct a qualifications review whenever job duties change.

No pre-employment physical examinations or questionnaires are used by Best's hiring process.

If at any time in the future, Best should inquire into an employee's physical or mental condition or should conduct a medical examination prior to a change in employment status, Best affirms that information obtained as a result of the inquiry will be kept confidential, except as otherwise provided for in the Section 503 regulations. The results of the examination or inquiry will be used in accordance with the Section 503 Regulations.

Reasonable Accommodation To Physical and Mental Limitations

Best commits to making a reasonable accommodation to the known physical and mental limitations of qualified individuals with disabilities and qualified disabled veterans, unless such accommodation would impose an undue hardship on the conduct of its business. In determining the extent of its obligation, Best will consider business necessity and financial costs and expenses, among other factors.

Harassment Prevention Procedures

Employees of and applicants to Best will not be subject to harassment, intimidation, threats, coercion, or discrimination because they have engaged or may engage in filing a complaint, assisting in a review, investigation, or hearing or have otherwise sought to obtain their legal rights related to any federal, state, or local law regarding EEO for qualified individuals with disabilities or qualified protected veterans. Any employees or applicants who feel that they have been subject to harassment, intimidation, threats, coercion, or discrimination because of their disability or status as a qualified protected veteran should contact Human Resources at 301-695-4488 for assistance. This policy is communicated to all employees and supervisors annually, and a notice is posted on the bulletin board.

Internal Dissemination of Policy

Copies of our affirmative action programs will be made available for inspection to any employee or applicant upon request to promote understanding, acceptance and support. Policies are re-emphasized to managers and supervisors annually.

Best's Affirmative Action policy and the EEO poster are posted on bulletin boards located in our warehouse and office work areas.

All applicants who believe they are a qualified individual with a disability, as defined in Section 503 of the Rehabilitation Act of 1973, as amended, or who are a qualified protected veteran under the equal employment opportunity provisions of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, have been invited to identify themselves if they wish to benefit under this affirmative action program. Such invitation has been posted on bulletin boards in the warehouse and office work areas. Employees may self-identify at anytime.

All employees are advised annually of the company's policy and encouraged to aid in Best's affirmative action efforts to ensure a fair and effective program. Briefing sessions are conducted annually for managers and supervisors to review the applicable regulations and to discuss such affirmative action measures as training and reasonable accommodation.

When making internal Equal Opportunity audits, implementation of this affirmative action program will be reviewed.

Audit and Reporting Systems

Human Resources is responsible for developing and preparing the formal documents of the AAP. Human Resources is responsible for the effective implementation of the AAP; however, responsibility is likewise vested with each department manager and supervisor. Best's audit and reporting system is designed to:

Measure the effectiveness of the AAP/EEO program;
Document personnel activities;
Identify problem areas where remedial action is needed; and
Determine the degree to which Best's AAP goals and objectives have been obtained.

The following activities are reviewed at least annually to ensure freedom from stereotyping qualified individuals with disabilities and qualified protected veterans in any manner, including that which may limit their access to any job for which they are qualified:

Recruitment, advertising, and job application procedures;
Hiring, promotion, and transferring;
Rates of pay and any other forms of compensation including fringe benefits;
Job assignments, job classifications, job descriptions, and seniority lists;
Sick leave, leaves or absence, or any other leave;
Training, and attendance at professional meetings and conferences; and
Any other term, condition, or privilege of employment.

Best's audit system includes a quarterly report documenting Best's efforts to achieve its EEO/AAP responsibilities. Managers and supervisors are asked to report any current or foreseeable EEO problem areas and are asked to outline their suggestions/recommendations for solutions. If problem areas arise, the manager or supervisor is to report problem areas immediately to Human Resources. During quarterly reporting, the following occurs:

1. Human Resources will discuss any problems relating to significant rejection ratios, EEO charges, etc., with the President; and
2. Human Resources will report the status of the Best's AAP goals and objectives to the President. Human Resources will recommend remedial actions for the effective implementation of the AAP.

Responsibility for Implementation of AAP
Responsibilities of Human Resources

In furtherance of Best's commitment to Affirmative Action and Equal Employment Opportunity for qualified individuals with disabilities and qualified protected veterans, Human Resources has the responsibility for designing and ensuring effective implementation of Best's AAP. These responsibilities include, but are not limited to:

1. The development of the AAP for individuals with disabilities and protected veterans, policy statements, personnel policies and procedures, internal and external communication of the policy, and monitoring the effectiveness of these actions;
2. Reviewing all personnel actions, policies, and procedures to ensure compliance with Best's affirmative action obligations;
3. Reviewing the qualifications of all applicants and employees to ensure qualified individuals are treated in a nondiscriminatory manner when hiring, promotion, transfer and termination actions occur;
4. Assisting in the identification of problem areas and the development of solutions to those problems;
5. Monitoring the effectiveness of the program on a continuing basis through the development and implementation of an internal audit- and reporting-system that measures the effectiveness of the program;
6. Keeping the President of Best informed of equal opportunity progress and problems within the company through quarterly reports;
7. Providing department managers with a copy of the Affirmative Action Program for Qualified Individuals with Disabilities and Qualified Protected Veterans and reviewing the program with them on an annual basis to ensure knowledge of their responsibilities for implementation of the program;
8. Reviewing the company's AAP for qualified individuals with disabilities and qualified protected veterans with all managers and supervisors at all levels to ensure that the policy is understood and is followed in all personnel activities;
9. Auditing the contents of company bulletin boards annually to ensure that compliance information is posted and is up-to-date;
10. Serving as liaison between Best and enforcement agencies; and
11. Serving as liaison between Best and organizations for qualified individuals with disabilities and qualified protected veterans.

Responsibilities of Managers and Supervisors

Managers and supervisors are advised annually of their responsibilities under the company's AAP for qualified individuals with disabilities and qualified protected veterans and of their obligations to:

1. Review the company's Affirmative Action policy for qualified individuals with disabilities and qualified protected veterans with subordinate managers and supervisors to ensure that they are aware of the policy and understand their obligation to comply with it in all personnel actions;
2. Assist in the identification of problem areas, formulate solutions, and establish departmental goals and objectives when necessary;
3. Review the qualifications of all applicants and employees to ensure qualified individuals are treated in a nondiscriminatory manner when hire, promotion, transfer, and termination actions occur; and
4. Review all employees' performance to ensure that non-discrimination is adhered to in all personnel activities.

Training to Ensure AAP Implementation

Training is provided to all personnel involved in the recruitment, screening, hiring, promotion, disciplinary and related employment processes, to ensure that the commitments made in Best's AAP are implemented.

Invitation to Self-Identify for Qualified Protected Veterans

1. Best is a federal contractor subject to the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, which requires federal contractors to take affirmative action to employ and advance in employment qualified disabled veterans and qualified protected veterans.

2. **An invitation to veterans of the Vietnam era only:** If you are a veteran of the Vietnam era, we would like to include you under our affirmative action program. If you would like to be included under the affirmative action program, please tell us. The term "veteran of the Vietnam era" refers to a person who served on active duty for a period of more than 180 days, and was discharged or released therefrom with other than a dishonorable discharge, if any part of such active duty occurred in the Republic of Vietnam between February 28, 1961, and May 7, 1975 or between August 5, 1964, and May 7, 1975, in all other cases. The term also refers to a person who was discharged or released from active duty for a service connected disability if any part of such active duty was performed in the Republic of Vietnam between February 28, 1961, and May 7, 1975, or between August 5, 1964, and May 7, 1975, in all other cases.

An invitation to qualified disabled veterans only: If you are a qualified special disabled veteran, we would like to include you in our affirmative action program. If you would like to be included under the affirmative action program, please tell us. This information will assist us in placing you in an appropriate position and in making accommodations for your disability. The term "qualified special disabled veteran" refers to a veteran who is entitled to compensation (or who, but for the receipt of military retired pay, would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability rated at 30 percent or more, or rated at 10 or 20 percent in the case of a veteran who has been determined by the Department of Veterans Affairs to have a serious employment handicap. The term also refers to a person who was discharged or released from active duty because of a service-connected disability.

An invitation to both (1) veterans of the Vietnam era and (2) qualified disabled veterans: If you are a veteran of the Vietnam era or a qualified special disabled veteran, we would like to include you under our affirmative action program. If you would like to be included under the affirmative action program, please tell us. The term "veteran of the Vietnam era" refers to a person who served on active duty for a period of more than 180 days, and was discharged or released therefrom with other than a dishonorable discharge, if any part of such active duty occurred in the Republic of Vietnam between February 28, 1961, and May 7, 1975 or between August 5, 1964, and May 7, 1975, in all other cases.

The term also refers to a person who was discharged or released from active duty for a service connected disability if any part of such active duty was performed in the Republic of Vietnam between February 28, 1961, and May 7, 1975, or between August 5, 1964, and May 7, 1975, in all other cases. The term "qualified special disabled veteran" refers to a veteran who is entitled to compensation (or who, but for the receipt of military retired pay, would be entitled to compensation) under laws administered by the Department of Veterans Affairs, for a disability rated at 30 percent or more, or rated at 10 or 20 percent in the case of a veteran who has been determined by the Department of Veterans Affairs to have a serious employment handicap. The term also refers to a person who was discharged or released from active duty because of a service-connected disability.

3. You may inform us of your desire to benefit under the program at this time and/or at any time in the future.

4. Submission of this information is voluntary and refusal to provide it will not subject you to any adverse treatment. The information provided will be used only in ways that are not inconsistent with the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended.

5. The information you submit will be kept confidential, except that (i) supervisors and managers may be informed regarding restrictions on the work or duties of qualified disabled veterans, and regarding necessary accommodations; (ii) first aid and safety personnel may be informed, when and to the extent appropriate, if you have a condition that might require emergency treatment; and (iii) government officials engaged in enforcing laws administered by OFCCP, or enforcing the Americans with Disabilities Act, may be informed.

6. If you are a qualified special disabled veteran it would assist us if you tell us about (i) any special methods, skills, and procedures which qualify you for positions that you might not otherwise be able to do because of your disability so that you will be considered for any positions of that kind, and (ii) the accommodations which we could make which would enable you to perform the job properly and safely, including special equipment, changes in the physical layout of the job, elimination of certain duties relating to the job, provision of personal assistance services or other accommodations. This information will assist us in placing you in an appropriate position and in making accommodations for your disability.

7. A written copy of this Affirmative Action Program is available for inspection by any employee or applicant for employment, during normal business hours, in the Human Resources Department. Interested persons should contact Human Resources at 301-695-4488 x 1604 for assistance.

Note: Paragraph 6 (ii) above will be omitted if this invitation to self-identify is being extended prior to an offer of employment. This avoids conflict with EEOC's guidance under the ADA, which in most cases precludes asking a job applicant about potential reasonable accommodations prior to a job offer being made.

Invitation to Self-Identify for Individuals With Disabilities

1. Best is a Government contractor subject to section 503 of the Rehabilitation Act of 1973, as amended, which requires Government contractors to take affirmative action to employ and advance in employment qualified individuals with disabilities.

2. If you have a disability and would like to be considered under the affirmative action program, please tell us.

3. You may inform us of your desire to benefit under the program at this time and/or at any time in the future. This information will assist us in placing you in an appropriate position and in making accommodations for your disability.

4. Submission of this information is voluntary and refusal to provide it will not subject you to any adverse treatment. The information provided will be used only in ways that are not inconsistent with Section 503 of the Rehabilitation Act.

5. Information you submit about your disability will be kept confidential, except that (i) supervisors and managers may be informed regarding restrictions on the work or duties of qualified individuals with disabilities, and regarding necessary accommodations; (ii) first aid and safety personnel may be informed, when and to the extent appropriate, if the condition might require emergency treatment; and (iii) government officials engaged in enforcing laws administered by OFCCP or the Americans with Disabilities Act, may be informed.

6. If you are a qualified individual with a disability, we would like to include you under the affirmative action program. It would assist us if you tell us about (i) any special methods, skills, and procedures which qualify you for positions that you might not otherwise be able to do because of your disability so that you will be considered for any positions of that kind, and (ii) the accommodations which we could make which would enable you to perform the job properly and safely, including special equipment, changes in the physical layout of the job, elimination of certain duties relating to the job, provision of personal assistance services or other accommodations.

7. A written copy of this Affirmative Action Program is available for inspection by any employee or applicant for employment, during normal business hours, in the Human Resources Department. Interested persons should contact Human Resources at 301-695-4488 x 1604 for assistance.

Note: Paragraph 6 (ii) above will be omitted if this invitation to self-identify is being extended prior to an offer of employment. This avoids conflict with EEOC's guidance under the ADA, which in most cases precludes asking a job applicant about potential reasonable accommodations prior to a job offer being made.

Best Plumbing Specialties, Inc. Sales Force Part- D

Number of Sales Reps	City	State
1	Richmond	VA
1	Norfolk	VA
1	Tidewater	VA
1	Alexandria	VA
1	Northern VA	VA
1	Various locations	VA
1	Cincinnati	OH
1	Cleveland	OH
1	Columbus	OH
1	Central Southeast	MA
1	Boston	MA
1	Bronx	NY
1	Brooklyn	NY
2	New York City	NY
1	Queens	NY
2	Various Locations	NY
1	Syracuse	NY
1	Albany	NY
1	Miami	FL
1	Ft. Lauderdale	FL
1	Northern	FL
1	Tampa	FL
1	Orlando	FL
1	Southern Gulf	FL
1	Various locations	FL
1	Charlotte	NC
1	Raleigh	NC
1	Denver	CO
1	Detroit	MI
1	Kanas City	KS
1	Western KS	KS
1	Atlanta	GA
1	Nashville	TN
1	Memphis	TN
1	Chicago	IL
1	Las Vegas	NV
1	San Diego	CA
1	Orange County	CA
1	Oakland	CA
1	San Francisco	CA
1	Various locations	SC
1	San Antonio	TX
1	Houston	TX
1	St. Louis	MO
3	Various locations	PA
2	Various locations	United States

Best Plumbing Specialties
3039 Ventrie Court
PO Box 30
Myersville, MD 21773

P: 800-448-6710 • F:800-700-2378 • contracts@bestplumbingonline.com • www.bestplumbingspecialties.com

Best Plumbing Specialties, inc. Events and Trades Shows- Marketing Part D

While attending trade shows and events we introduce who we are, demonstrate the products we offer, feature any new products, show how kit box assortments can better help organize your facilities, offer giveaways/prize incentives, and let you know how Best can help!

Best Plumbing Specialties, Inc., attends a number of trade shows and events across the country, during our Fiscal Year 2021-2022 we have attended the following:

2021:

- KADPF- Kanas Association of Director of Plant Facilities-Topeka, KS October 3rd-5th
- NC State Marketplace Expo- Virtual event, November 11th

2022:

- AEPA Spring Meeting- April 25-26th
- BOMA Mid-Atlantic Conference- Capital Region Building Owners and Managers Association, Albany, NY April 27-28th
- NYSFA Mid-Hudson Meeting- Kingston City School District, Kingston, NY June 28th
- NYSFA Northern Catskill- Charlotte Valley Central School, Davenport, NY June 29th
- WVASFA- West Virginia Association of School Facility Administrators July 11-12th
- GreenBush Summer SuperIntendent Summit- AEPA Kansas July 13th
- Southwestern Ohio EPC Annual Educational Vendor Fair -AEPA OH August 3rd

ABOUT US

Best Plumbing Specialties, Inc. is a family owned business specializing in hard to find plumbing repair parts and maintenance items.

We pride ourselves in providing exceptional customer service for over 55 years. Everything from faucet repair parts to drain cleaners, Best Plumbing will do its best to get the items you need for your building. Best introduces new items every month. For more information, ask your sales representative today!

Association of Educational Purchasing Agencies

Contract#: 018.5 MRO

Save with Customized Assortments!

Looking for an easy and efficient way to make repairs with less trips to your truck, or back to the stock room? No Charge Customized Assortment Boxes are the solution!

Our No Charge Customized Assortment Boxes Include:

- Attached to the lid is a labeled parts breakdown of the fixture, along with a troubleshooting guide to help diagnose the problem in the field.
- Adjustable bins are labeled with part numbers and descriptions.
- It's portable! Just grab and go to the repair site!
- The red box is NO charge - you only pay for the parts inside!
- With our personalized service, we can refill these boxes for you!
- No matter the fixture, fitting, or repair parts, we can help you coordinate an inventory system that will SAVE you time, space, and money!



TIME

Take everything you need to the jobsite!

Stop wasting time running back and forth for parts!

MONEY

No more spending money on parts you already have but can't find. Keep your stock room organized. Every part you need is right where it's supposed to be! **Time is money!**

SPACE

Every repair part for all your fixtures on ONE SHELF. Easily stock parts for all your fixtures in a single space with four assortment boxes and one slide tray rack.

Phone: **800.448.6710**
Fax: **800.700.2378**

Email: **info@bestplumbingonline.com**
www.bestplumbingspecialties.com

Facebook.com/bestplumbingspecialties
Youtube.com/user/bestplumbingonline

Here are just a few of the items we carry to get you started.

Please see our catalog for the full range of products we offer. *Don't have a catalog?*
Request one by emailing info@bestplumbingonline.com

CHEMICALS









PARTITION HARDWARE





SERVICE PARTS







NEW ITEMS INTRODUCED EVERY MONTH!



Best Plumbing is an E-Procurement Supplier!

Visit **www.bestplumbingspecialties.com** to view our full range of products, create and save custom schematics, and purchase the items you need at your convenience.



Phone: **800.448.6710**
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Email: **info@bestplumbingonline.com**
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Association of Educational Purchasing Agencies

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Contract# 018.5 MRO

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Tom Atwood

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COOPERATIVE Purchasing CONNECTION

AEPA Association of Educational Purchasing Agents



77722 EBF-650 Optima Battery-Powered Deck-Mount Faucet



74510 Niagara Earth Massage Chrome Showerhead



37542 Hot Stem Unit

375420 Cold Stem Unit



48805 Sloan Vacuum Breaker Repair Kit



69689 Strike & Keeper (CP)



72087 Oasis Bubbler Head



44423 Regal Retro Drop In Kit 1.6 GPF Closet

62147 White Elong O/F L/C Plastic



45524 Sloan Exp 1.0 Urinal Flushometer



44495 Sloan Regal Exp 3.5 Closet Flush Valve



48890 Zurn Aquaflush 3.5 GPF Manual Flush Valve



48891 Zurn AquaFlush 1.6 GPF Exp Closet Flush Valve



Duracell Procell Batteries

10964 Alkaline D Battery

10974 AA Battery

10998 AAA Battery



98636 Urinal Enforcer 4 oz



96427 Green Fix Liquid Trap Primer/Odor Solution



99253205 Optima Plus Closet Electronic Module

99253206 Optima Plus Urinal Electronic Module

CONNECT WITH US

Ph: 800-448-6710 | www.BestPlumbingSpecialties.com

Best Plumbing Specialties

Best Plumbing Specialties
PO Box 30
Myersville, MD 21773

Ph: 800-448-6710 Fax: 800-700-2378 contracts@bestplumbingonline.com www.bestplumbingspecialties.com

Green/Environmental Initiatives/Policies

Here at Best Plumbing Specialties, Inc. we love our planet! Our catalog features an entire section dedicated to "green" products, we call it the "GREESHOP." It features items such as: low flow aerators, sensor and metering faucets, low flow flushometers, assortments kits for low flow flushometer repairs, environmentally friendly chemicals, and more.

Best is an approved EPA WaterSense Partner. We help provide products that the U.S. Environmental Protection Agency identifies as high performance and water efficient. For more information visit www.epa.gov/watersense.

We are also a member of the United States Green Building Council, (USGBC); we are committed to helping incorporate products that will contribute to your building efforts and LEED certification.

At our headquarters, we take advantage of several of the latest conservation products we offer our customers. Our faucets have low flow GPM aerators (1.0gpms or less) and most faucets are either metering or sensor operated. Urinals are waterless and our toilets are pressure assisted 1.6gpf of less.

Best uses recycled material in our packing and shipping as well. Inks used from our suppliers are biodegradable and often organic alternatives to water based acrylic inks. We also have an ongoing recycling program that has seen our recyclables double over the last three years!

Best Plumbing Specialties
3039 Ventrie Court
PO Box 30
Myersville, MD 21773

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Best Plumbing Specialties, Inc. is a family-owned business that was incorporated in New York State on June 1,1962 and is currently headquartered in Maryland. Our Customer Service team is available 8:00am to 5:00pm ET for hard to find samples and questions.

Our local Account Manages specialize in setting up storeroom areas and providing monthly trips to check on your existing stock levels. Our typical storeroom renovation consists of supplying our customers with Best Plumbing Specialties, Inc. private labeled customized assortment boxes and racks used in conjunction with corrugated bin boxes. All stocked bins and assortment boxes are supplied at NO CHARGE to the customer and can be labeled with the customer stock numbers and bar coded, as well. All orders can be shipped with the customer's part numbers listed on the packing list and labeled to correspond with the existing storeroom part numbers.

Additionally, as a plumbing specialty company, we routinely perform training seminars on repairs of all types of plumbing fixtures both new and old.

Best encourages all customers to purchase environmental-friendly products. We are committed to supplying products that help our customers maintain sustainable buildings and realize water and energy savings. As an approved WaterSense Partner, we source products that the U.S. Environmental Protection Agency identifies as high performance and water efficient. We are a USGBC member and we can help you incorporate products into your building that will contribute to your green building efforts and LEED certification. We have reduced-flow aerators, showerheads, metering and sensor faucets, products for low consumption, and HET and HEU flush products.

Best Plumbing Specialties, Inc. is an MRO and plumbing specialty parts supplier. We have been in business for over 50 years and will provide the highest levels of customer service in the industry to you and your workforce. There are no limits with Best. If you can't find it, we can help you!

Remit to address:
PO Box 750
Myersville, MD 21773

GSA Contract #GS-07F6032P
DUNS # 01-340-1773
Tax Exempt #: 11-2064672
SIC Code: 5074
NAICS Code: 423820

Part E – Signature Forms

AEPA 023-A

Maintenance, Repair and Operation (MRO)

Instructions

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

To submit the required signed forms, follow these steps:

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

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

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

Uniform Guidance "EDGAR" Certification Form – ****signature required***
Bid Affidavit – ****signature required***
Acceptance of Bid & Contract Award – ****signature required***

Uniform Guidance "EDGAR" Certification Form
2 CFR Part 200

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

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

1. Violation of Contract Terms and Conditions

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

2. Termination for Cause of Convenience

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

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

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

3. Equal Employment Opportunity

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

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

4. Davis Bacon Act

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

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

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

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

5. Contract Work Hours and Safety Standards Act

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

6. Right to Inventions Made Under a Contract or Agreement

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

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

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

9. Byrd Anti-Lobbying Amendment

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

10. Procurement of Recovered Materials

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

11. Profit as a Separate Element of Price

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

12. General Compliance with Participating Agencies

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

13. Governing Law; Forum Selection.

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

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

By initialing the table (1-13) and signing below, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.		
Respondent Certification (By Item)	**Respondent Certification:** YES, I agree or NO, I do NOT agree	**Initial**
1. Violation of Contract Terms and Conditions	Yes, I agree	
2. Termination for Cause of Convenience	Yes, I agree	
3. Equal Employment Opportunity	Yes, I agree	
4. Davis-Bacon Act	Yes, I agree	
5. Contract Work Hours and Safety Standards Act	Yes, I agree	
6. Right to Inventions Made Under a Contract or Agreement	Yes, I agree	
7. Clean Air Act and Federal Water Pollution Control Act	Yes, I agree	
8. Debarment and Suspension	Yes, I agree	
9. Byrd Anti-Lobbying Amendment	Yes, I agree	
10. Procurement of Recovered Materials	Yes, I agree	
11. Profit as a Separate Element of Price	Yes, I agree	
12. General Compliance with Participating Agencies	Yes, I agree	
13. Governing Law; Forum Selection.	Yes, I agree	

Best Plumbing Specialties, Inc.
Name of Business

Signature of Authorized Representative

Melissa Maher
Printed Name

September 7, 2022
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.

Melissa Maher	PO BOX 30
Authorized Representative (Please print or type)	Mailing Address
Contracts, Assistant Manager	Myersville, MD 21773
Title (Please print or type)	City, State, Zip
Melissa Maher	September 7, 2022
Signature of Authorized Representative	Date

Acceptance of Solicitation & Contract

Association of Educational Purchasing Agencies

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

PART I: RESPONDENT

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

Business Name	Best Plumbing Specialties, Inc.	**Date**	September 7, 2022
Address	3039 Ventrie Court	**City, State Zip**	Myersville, MD 21773
Contact Person	Melissa Maher	**Title**	Contracts, Assistant Manager
Authorized Signature	Melissa Maher	**Title**	Contracts, Assistant Manager
Email	Contracts@bestplumbingonline.com	**Phone**	800-448-6710

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, 2024 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency _____

Authorized Representative _____

Awarded this	**day of**	**Contract Number**
Contract to commence (Member Agency to select)	3/1/2023	**Or**

Solicitation Checklist

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

"x"	Document Title, Uploaded to Public Purchase *(Respondent must submit documents in the required title/format)*	Format of Uploaded Document	Notes
N/A	**Bid Bond – if Required, see Part B if applicable.**	Upload PDF copy. The original must be received by Lakes Country Service Cooperative by due date and time.	Send to Lakes Country Service Cooperative.
X	**Part C – State-Specific Forms – *Name of Responding Company***	Single, Scanned PDF	**New Jersey Only Requirement.** Signatures Required.
X	**Part D - Questionnaire – *Name of Responding Company*** Includes: • Company Information • Service Questionnaire • Exceptions • Deviations	Single, Scanned PDF	**Required.**
X	**Part E – Signature Forms – *Name of Responding Company*** Includes: • Uniform Guidance "EDGAR" Certification • Bid Affidavit • Acceptance of Bid & Contract Award	Single, Scanned PDF	**Required.** Signatures required.
X	**Part F – Pricing Schedule – *Name of Responding Company***	Excel Workbook	**Required.**
X	**Price List and/or Catalog – *Name of Responding Company***	Upload PDF	**Required.**
X	**Exhibit A – Marketing Plan – *Name of Responding Company***	Scanned PDF	**Optional.** Form not provided by AEPA, Respondent Created

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

AEPA #023-A MRO

Bidding Company Name:	*Best Plumbing Specialties, Inc.*
Name of Catalog: (This must be the catalog in effect as of the bid date)	*Best Catalog Vol. 21*

Note: Groupings to be defined by Bidder and can be by sub-category, manufacturer, etc.

Part F.1 is a REQUIRED FORM

No.	Grouping of Discount	Discount Offered for This Grouping	Comments
1	Plumbing	20%	Off our current Best Catalog List Price
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
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Best Plumbing Specialties
3039 Ventrie Court
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Myersville, MD 21773

P: 800-448-6710 • F:800-700-2378 • contracts@bestplumbingonline.com • www.bestplumbingspecialties.com

Best Plumbing Specialties, Inc. Exhibit A- Marketing Plan

Our Marketing Coordinator emails our Monthly New Items flyer, featuring the AEPA State cooperative purchasing group logos. We offer various customer promotions throughout the year, such as giveaways/prize promotions. In addition to our co-branded monthly flyers, we can provide upon request flyers based on Top Purchases, favorite items, educational product materials or any additional marketing materials you may want geared towards our products we offer. We attend numerous trade shows throughout the year to network with prospective customers and showcase the items and services Best Plumbing has to offer.

Please see attached examples of our Marketing materials

Including:

1. Most Purchased Items
2. Current chemical promotion
3. Best's Top Chemicals
4. Monthly New Items flyer

BEST PLUMBING SPECIALTIES

Most Purchased Items

COOPERATIVE Purchasing CONNECTION

AEPA Association of Educational Purchasing Agencies



77722 EBF-650 Optima Battery-Powered Deck-Mount Faucet



74510 Niagara Earth Massage Chrome Showerhead



37542 Hot Stem Unit

375420 Cold Stem Unit



48805 Sloan Vacuum Breaker Repair Kit



69689 Strike & Keeper (CP)



72087 Oasis Bubbler Head



44423 Regal Retro Drop In Kit 1.6 GPF Closet

62147 White Elong O/F L/C Plastic



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99253205 Optima Plus Closet Electronic Module

99253206 Optima Plus Urinal Electronic Module

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Best Plumbing Specialties

BEST PLUMBING SPECIALTIES

AEPA Association of Educational Purchasing Agencies

OCEPC Ohio Council of Educational Purchasing Consortia

BPS CHEMICALS

MEGA RAFFLE

BPS CHEMICALS

BPS CHEMICALS MEGA RAFFLE



For the months of September and October, earn 1 raffle entry for every $100 you purchase in BPS chemicals.

The more BPS chemicals you purchase the more chances you have to win!

A NEW CHANCE TO WIN EVERY WEEK!

- Best will be choosing a raffle winner each week starting on 9/9 and ending on 10/28.
- We will also have 1 **BIG TICKET** winner at the end of each month.
- Raffle entries that did not win in the weekly raffle will carry over to the Big Ticket raffle drawing at the end of each month.

WEEKLY RAFFLE PRIZE OPTIONS



Mini Fridge



Milwaukee Jobsite Radio



Rapid Brew Coffee Maker



Insignia Smart TV 42"



Air Fryer Toaster Oven Combo



Cornhole Boards



(2) M18 Jobsite Fans



Carhartt Yukon Insulated Coat

BIG TICKET PRIZE OPTIONS

— OR —
2 choices from the Weekly Options

Homelabs Portable Air Conditioner



Omaha Steaks Deluxe Summer Grill Out (3 Packages)



Milwaukee Drill Kit



Razor Gas Griddle



Yeti Package: 2 Tumblers & 1 Haul Cooler



Winners will be notified every Monday and asked to choose a prize.

Winners and their prize choices will be featured on our Facebook page. Be sure to like our page!

www.BestPlumbingSpecialties.com | 800-448-6710

Best Plumbing Specialties

BEST PLUMBING SPECIALTIES

CESA #1

BEST'S TOP CHEMICALS

Made in USA

*Scan the QR codes for the SDS

Liquid Lime-Solv

#98650 1 Quart (CS/12)



DESCRIPTION
Lime, rust and scale remover. Removes these and other hard mineral deposits. Dissolves urinary salts.

APPLICATIONS
Use on gas hot water heaters, heat exchangers, hot water coils and boilers, cooling towers, condensers, toilet bowls, and urinals. Safe to use on steel, copper, iron, bronze, and lead piping.

ACTIVE INGREDIENTS
Hydrochloric Acid

Waste-Away

#98646 1 Quart (CS/12)

Waste-Away Jr.

With Odor Control

#98640 16 oz (CS/12)



DESCRIPTION
Liquid drain opener. Disintegrates rags, hair, grease, food particles, lime and scale deposits. Waste Away Jr. contains Odor Guard.

APPLICATIONS
Drains, traps, waste lines, toilets and urinals

ACTIVE INGREDIENTS
Sulfuric Acid

Lime Scale Eliminator

#98444 1 Quart (CS/12)



DESCRIPTION
Removes limescale, calcium, uric acid and rust build up in urinals, drains and wash basins. Prevents slow running urinals. Will not harm drain pipes. Odorless.

APPLICATIONS
For use on urinals, drains, and wash basins.

ACTIVE INGREDIENTS
Urea Hydrochloride

Re-Peel Citrus Solvent

#98643 1 Quart

#98642 1 Gallon



DESCRIPTION
A natural citrus solvent cleaner, degreaser, deodorant, descaler, and declogger.

APPLICATIONS
Grease traps, dumpsters, waste areas

ACTIVE INGREDIENTS
Citrus Terpenes
Coconut Diethanolamide
Non-Ionic Surfactants

GREEN SHOP

new

Bust-A-Rust

#97921 4 oz



DESCRIPTION
Quickly dissolves rust and rust stains on virtually all materials. Use it in your water softener to eliminate the occurrence of rust stains and deposits. If surface stains have already accumulated, use Bust-a-Rust to remove them.

APPLICATIONS
Toilet bowls and tanks, bathtubs, clothing, glassware, water softeners, washing machines, dishwashers, tile, masonry, stone and more.

ACTIVE INGREDIENTS
Sodium Hydrosulfite
Sodium Metabisulfite

new

Friction Fixer

#97919 9.25 oz



DESCRIPTION
Multi-purpose, food grade, heavy-duty silicone lubricant. Stainless, odorless and prevents corrosion. It stops squeaking, sticking, reduces friction, and inhibits rust.

APPLICATIONS
Plumbing fixtures, hinges, latches, blowers, windows, and more!

ACTIVE INGREDIENTS
Tetrachloroethylene

new

Odor Kill Powder

#98668 14 oz



DESCRIPTION
An effective powdered industrial odor absorbent. Non-toxic, non-flammable, non-corrosive, and non-irritating. It absorbs oil so it can be swept away.

APPLICATIONS
Great for use in boiler rooms and on air filters to instantly destroy odors.
Use a small amount to quickly neutralize fuel oil odors due to leaks, spills, tank overflows and oil burner drippings.

ACTIVE INGREDIENTS
Magnesium Aluminum Silicate

new

Super Reach Oiler

#97924 8 oz



DESCRIPTION
This multi-purpose lubricant contains a special blend of non-detergent oils. The EZ-Reach Tube is great for getting the oiler into tight areas.

APPLICATIONS
Lubricating oil burners, electric motors, pumps, circulators, hinges, and more.

ACTIVE INGREDIENTS
Distillates (Petroleum)
Hydrotreated Heavy Naphthenic

360 Surface Cleaner

#98657 1 Quart



DESCRIPTION
Industrial strength multi-purpose surface cleaner with grease-cutting power. Removes oils, tar, wax and more leaving the surface residue free. It is bio-degradable, non-toxic, non-flammable, and non-abrasive.

APPLICATIONS
Bathrooms, appliances, mirrors, plastics, equipment, kitchens, glass and more!

ACTIVE INGREDIENTS
Water, 1-Butoxy-2Propanol
Polyoxyethlene (9) Nonylphenylether, Branched, Sodium Xylene Sulfonate
Dipropylene Glycol Monomethyl Ether
Trisodium Sulfate

Safe-A-Way

#98658 1 Quart

Super Safe-A-Way

Highly Concentrated Version

#98655 1 Quart (CS/12)



DESCRIPTION
Liquid drain opener. Clears drains of hair, grease, paper, lint and organic matter. Ecologically safe - contains no solvents.

APPLICATIONS
Clears and conditions drains, septic tanks, cesspools, grease traps, and drain fields

ACTIVE INGREDIENTS
Sodium Hydroxide
Potassium Hydroxide

GREEN SHOP

Green Fix

#96424 4 oz
#96427 1 Quart



DESCRIPTION
Trap primer and odor fix. Ready to use directly from container.

APPLICATIONS
For areas where drain traps may become temporarily dry and where traps are no longer in use.

ACTIVE INGREDIENTS
Saturated Paraffin Oil

GREEN SHOP

Fire Crystals

#98661 1 lb
#98662 2 lb



DESCRIPTION
This powerful drain cleaner dissolves grease, hair, and build-up in just 60 seconds!

More effective than a liquid cleaner, this professional-strength formula is embedded with orange crystals that are hot water activated. Fire Crystals will not harm plumbing fixtures, porcelain, or natural bacterial action.

APPLICATIONS
Drains, grease traps, and septic tanks.

ACTIVE INGREDIENTS
Sodium Hydroxide

**Scan for video demonstration.

Urinal Enforcer

#98636 4 oz



DESCRIPTION
Eliminate unwanted uratic salts, urinal odors, rust, lime, and more!
The exact amount you need has been conveniently put into one 4 oz. bottle, letting you quickly pour and go.

APPLICATIONS
Every two weeks, pour one 4 oz. bottle into each urinal at the end of the day and let it sit overnight, flushing the urinal in the morning.

ACTIVE INGREDIENTS
Carbamide (Urea)
Hydrochloride

GREEN SHOP

Drain Resolve

#98614 1 Quart



DESCRIPTION
A liquid bacteria that digests and liquifies organic waste, grease and food by-products.

APPLICATIONS
Drain lines, floor drains, sink drains, septic tanks, and cesspools.

ACTIVE INGREDIENTS
Enzymes:
Alpha Amylase
Lipase
Protease
Cellulase
Bacillus Polymxa
Bacillus Subtillis
Bacillus Lichenformis

GREEN SHOP

BEST PLUMBING SPECIALTIES

CESA #1

BEST NEW ITEMS

SEPTEMBER 2022

Bio-Enzymatic Drain Sticks
#99513

These Bio-enzymatic Drain Sticks are the environmentally conscious and fast solution to drain maintenance and drain odors. These are formulated to break down soap scum, food, grease, and organic matter while eliminating unpleasant drain odors. These sticks are not only safe to use on pipes and septic systems but are packed with beneficial enzymes that improve the quality of your drains. Simply drop one stick in each drain once a month.



FEATURES:
Fresh scent | No harsh chemicals | Slow dissolving
Approved for any drain | 12 per pack

ACTIVE INGREDIENTS: Sodium Benzenesulfonate, Sodium Laureth Sulfate

First Aid Tactical Pack
#99873

This 116-Piece First Aid and Survival Tactical Pack has what you need to stay safe on the job, all in a compact, convenient grab-and-go designed case. It's packed full of FDA-certified medical supplies and survival tools for emergency situations.

SURVIVAL ITEMS INCLUDED

- Poncho
- Survival Thermal Blanket
- Razor Blade
- 4 Safety Pins
- Scissors
- Sewing Kit
- Paracord
- 10 Water Purification Tablets
- Flashlight With 2 AA Batteries
- Flint and Fire Striker

FIRST AID ITEMS INCLUDED

- Abdominal Pad
- 5 Extra-Large Adhesive Bandages
- 4 Fingertip Adhesive Bandages
- 4 Knuckle Adhesive Bandages
- 25 Standard-Size Adhesive Bandages
- 10 Alcohol Prep Pads
- 5 Povidone-Iodine Prep Pads
- 6 Antiseptic Cleansing Wipes
- 6 Butterfly Closure Strips
- Disposable Cold Compress
- 10 Cotton Tip Applicators
- 4 Sting-Relief Pads
- 2 Triangular Bandages
- Disposable Vinyl Gloves
- Elastic Conforming Bandage
- First Aid Tape
- 3 Sterile Gauze Pads
- Moleskin
- Metal Tweezers
- Buckle Tourniquet





Ph: 800-448-6710
Fax: 800-700-2378

BESTGIVESBACK

For the month of August, Best donated to Project K9 Hero.

BEST FEATURED ITEMS

Did You Know Best Carries ...

ADA P-Trap & Drain Cover Kit
#80017



These ADA Compliant Lavatory Tubular Covers are an easy way to reduce risk and liability. pg. 8-4

First: measure, open, and trim material to fit pipes.
Then: wrap supply lines, supply stops, grid drain tail piece, and p-trap. Finally, press velcro together for a durable hold.

Scan QR Code for more information

- Made of flexible EVA foam to easily fit different systems
- UV resistant so it will not yellow over time
- Anti-bacterial, anti-fungal, and anti-microbial
- Complies with all relevant codes and standards
- P-Trap cover features weep hole for easy drainage and cleaning

Bust-A-Rust
#97921



Quickly dissolves rust and rust stains on virtually all materials including toilet bowls and tanks, bathtubs, clothing, glassware, water softeners, washing machines, dishwashers, tile, masonry, stone, and more. Bust-a-Rust changes rust into a form that can easily be flushed away. Use it in your water softener to eliminate the occurrence of rust stains and deposits. If surface stains have already accumulated, use Bust-a-Rust to remove them. pg. 6-79

- Removes iron in water that makes drinking water taste and smell bad.
- Does not contain chlorine, phosphates, or phosphoric acid.

1/8" X 10' Skinny Snake
#10833



This "skinny" 1/8" wire cable makes it easy to clear minor clogs in sinks and tubs without removing the strainer or pop-up. Simply rotate the housing using the handle or finger grips to feed the cable through and around most sink and tub strainers. Clears drain lines up to 10' deep. pg. 10.67

- 1/8" diameter x 10' long high carbon wire cable
- For use in sinks, tubs and showers
- Easy to operate by manually rotating radial hub or using the finger grips
- Durable, corrosion-resistant, polymer constructed housing
- Cable stores neatly in housing

One Way Machine Screw Assortment
#20255



The ultimate one-way screw kit. Contains a taper tap, a t-handle tap wrench, a one-way driver and 174 screws of various sizes. pg. 2-11

White 2.5 GPM Shower Head
#68234 Shower Head
#67101 Shower Head w/Adjustable Spray Button



Delta soft rubber Touch-Clean spray holes allow any mineral residue to simply be wiped away for an instantly refreshed look with no need for soaking or the aid of chemical cleaners. Ideal for everyday use, especially in hospitals and nursing homes. pg. 7-51

- 2.5 GPM Flow Rate
- Low gloss, pristine white finish
- ADA Compliant
- Hose not included

Johnny Cover (PK/3)
#59994



An economical and professional way to quickly show that a malfunctioning urinal is temporarily out of service. pg. 6-88

- Fits any wall-mounted urinal
- More sanitary than traditional alternatives
- Can also be used on many toilets and drinking fountains

Email: info@BestPlumbingOnline.com bestplumbingspecialties www.bestplumbingspecialties.com

Best Plumbing Specialties
3039 Ventrie Court
PO Box 30
Myersville, MD 21773

P: 800-448-6710 • F:800-700-2378 • contracts@bestplumbingonline.com • www.bestplumbingspecialties.com

11/30/2021

To whom it may concern:

Melissa Maher, Contract Coordinator, is authorized to sign Contract Documents for and on behalf of Best Plumbing Specialties Inc.

Thank you,

Henry Breen
Vice President
800-448-6710 ext. 8146
hbreen@bestplumbingonline.com

BESTP-1 OP ID: GT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/29/2022

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

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

PRODUCER Saratoga Insurance Brokers,Inc 532 Baltimore Blvd, Suite 306 Westminster, MD 21157 Saratoga Insurance Brokers 410-781-6396	CONTACT NAME: Saratoga Insurance Brokers PHONE (A/C, No, Ext): 410-781-6396 FAX (A/C, No): 410-781-4660 E-MAIL ADDRESS: Denisej@sarabrokers.com
INSURED Best Plumbing Specialties, Inc P.O. Box 30 Myersville, MD 21773	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : SELECTIVE INSURANCE COMPANY — 12572 INSURER B : Travelers Insurance Company — 25658 INSURER C : Selective Insurance Company of — 12572 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			S2478834	04/01/2022	10/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			S2478834	04/01/2022	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			S2478834	04/01/2022	10/01/2022	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB9H930294-21-42-G	10/01/2021	10/01/2022	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Property/RC/Specia			S2478834	04/01/2022	10/01/2022	BPP	1,643,200
C	Crime/Client Prope			B6060470	01/06/2022	01/06/2023	Crime	25,000

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Denisi Janepka

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

Best Plumbing Specialties, Inc.

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

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.

3039Ventrie Court

6 City, state, and ZIP code

Myersville, MD 21773

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

1	1	–	2	0	6	4	6	7	2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Cynthia Deutsch Date ▶ March 3 2022

General Instructions

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

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

Purpose of Form

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

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

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Association of Educational Purchasing Agencies

Tabulation Report IFB #023-A - Maintenance, Repair & Operations (MRO)

Vendor: Certified Lift Installation & Maintenance Corp.

General Comments:

General Attachments:
2022_Mattei Air Compressor Price List_Rev1_FA.pdf
2022 Rev2 CAS List Price 8-1-22.xlsx
AEPA 023-A Part D - Questionnaire - MRO - FINAL (1).docx
AEPA_023-A_Part_E_-_Signature_Forms_-_MRO_-_FINAL.pdf
AEPA 023-A Part F - Discount Pricing Workbook - MRO - FINAL (1).xlsx
AEPA_NJ_Required_Form_Part_C.pdf
CA19-1-105_10_01_2022 ISSUE 35 (2).pdf
CH018-0622 (1).pdf
CH118-1022 (1).pdf
Champion Rotary Price Book_ EFF 10-01-2022.pdf
Liftnow NJ EEO.pdf
References Document.pdf

Part D - Questionnaire
AEPA #023-A
MAINTENANCE, REPAIR AND OPERATION (MRO)

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

To submit the required forms, follow these steps:

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

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

Company Information
Service Questionnaire
Exceptions
Deviations

Company Information

Name of Company: Liftnow Automotive Equipment Corp.

Company Address: PO Box 972

City, State, zip code: Yorktown Heights, NY 10598-0972

Website: www.liftnow.com

Contact Person: Paul Stern

Title: Government Sales Manager

Phone: 914-424-3479

Email: pjstern@liftnow.com

Background

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

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

In what year was this business started under its present name? 2003

Under what additional, or, former name(s) has your business operated? NONE

Is this business a corporation? _____ **No** X **Yes. If yes, complete the following:**
Date of Incorporation: 05/29/2003
State of Incorporation: New York
Name of President: Paul Stern
Name(s) of Vice President(s): n/a
Name of Treasurer: n/a
Name of Secretary: n/a

Is this business a partnership? x **No** _____ **Yes. If yes, complete the following:**
Date of Partnership:
State Founded:
Type of Partnership, if applicable:
Name(s) of General Partner(s):

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

Is this business different from those identified above? x **No** _____ **Yes**

If yes, describe the company's format, year and state of origin and names and titles of the principles below.

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

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

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

Business Headquarter Location

Business Address	PO BOX 972
City, State, zip code	Yorktown Heights, NY 10598
Phone	800-543-8669
How long at this address?	19 Years

Business Branch Location(s)

Branch Address	NONE
City, State, zip code	
Branch Address	
City, State, zip code	
Branch Address	
City, State, zip code	
Branch Address	
City, State, zip code	

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

Sales History

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

	2020	2021	2022 YTD
K-12 (public & private), Educational Service Agencies	0	$200,000	$300,000
Higher Education Institutions	0	$100,000	$0
Counties, Cities, Townships, Villages	$400,000	$2,000,000	$1,300,000
States	0	$200,000	$400,000
Other Public Sector & Non-profits	0	0	0
Private Sector	Not Incl.	Not Incl.	Not Incl.
Total	~$400,000	~$2,500,000	~$2,000,000

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

	2020	2021	2022 YTD
K-12 (public & private), Educational Service Agencies	0	$200,000	$300,000
Higher Education Institutions	0	$100,000	$0
Counties, Cities, Townships, Villages	$400,000	$2,000,000	$1,300,000
States	0	$200,000	$400,000
Other Public Sector & Non-profits	0	0	0
Private Sector	Not Incl.	Not Incl.	Not Incl.
Total	~$400,000	~$2,500,000	~$2,000,000

Work Force

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

Function	Name	Title	Phone	Email
Contract Manager	Paul Stern	Government Sales Manager	800-543-8669	pjstern@liftnow.com
Sales Manager	Paul Stern	Sales Manager	800-543-8669	pstern@liftnow.com
Customer & Support Manager	Nicole Tubiolo	Office Administrator	800-543-8669	ntubiolo@liftnow.com
Distributors, Dealers, Installers, Sales Reps	ASSORTED	Independent Companies	800-543-8669	sales@liftnow.com
Consultants & Trainers	ASSORTED	Independent Companies	800-543-8669	sales@liftnow.com
Technical, Maintenance & Support Services	Anthony Lawrence	Service Manager	800-543-8669	alawrence@liftnow.com
Quotes, Invoicing & Payments	SALES TEAM	Sales Team	800-543-8669	sales@liftnow.com
Warranty & After the Sale	Liftnow + **Our** Vendor Partners	Liftnow Team + Independent Companies	800-543-8669	service@liftnow.com
Financial Manager	Sharon Gardner	Finance	800-543-8669	sgardner@liftnow.com

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

Number of Sales Reps	City	State
6	Yorktown Heights	New York
500	UNITED STATES	UNITED STATES

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.

Sales personnel from each brand will betrained on a continuous basis, as we will host periodical webinars discussing sales methods and tools and identify products with greater velocity or greater opportunity (basedon our data-driven marketing and engagement approach). All sales personnel will also receive LIFTNOW and AEPA-specific marketing materials, including brochures andmultimedia pieces. We currently maintain multiple PowerPoints that highlight the power of cooperative purchasing that we would be happy to repurpose and modify to uniquely include the AEPA Contract.

What is your company's plan, if your company were awarded the contract, to service up to 29 states. Describe if your company has a national sales force, dealer network, or distributor(s) with the ability to call on eligible agencies in the participating states in AEPA.

We currently sell and service all of the offerings in our AEPA proposal to nearly all 50 states. We have the ability to perform all sales and service in 50 states, including full facility planning. Our company has a national sales force and distribution network with the ability to call on eligible state agencies in the participating states in AEPA.

Products, Services & Solutions

Provide a description of the Products, Services & Solutions to be provided by the product category set forth in Part B - Specifications. The primary objective is for each Supplier to provide its complete product, service, and

solutions offerings that fall within the scope of this solicitation so that participating agencies may order a range of products as appropriate for their needs.

Vehicle HOISTS. Two Post, Four Post, Multi-Post Runway, and Scissors- Brands Carried:Challenger Lifts, Bend Pak, , OMERii. Heavy Duty, Light Duty and Bus - Brands Carried: Challenger Lifts H HEAVY DUTY, Bend Pak HEAVY DUTY, OMERiii. Inground, Moveable, Mobile and Platform Lifts - Brands Carried: ChallengerLifts, Bend Pak, , OMERiv. Parts, Supplies and Accessories - Brands Available for Parts and Accessories:See AEPA Service Program.v. Installation, repair, maintenance and warranty services- See AEPA ServiceProgram for an industry and worldwide-first government Service/Inspection ProgramGarage and Fleet Maintenance Equipmentvi. Wheel balancers, tire changers, alignment and tire machine- Brands Carried: Hennessy Industries (AMMCO/Coats), Ranger (from BendPak)vii. Brake Lathes- Brands Carried: AMMCO/Coatsviii. Stationary Air Compressors - Brands Carried: Mattei Compressorsix. Parts Washers- Brands Carried: Bend Pakx. Exhaust Ventilation Systems - Brands Carried: Air Cleaning Specialists is acompany that manages all aspects of exhaust ventilation, and maintains the followingbrands: Blue Ox Air Cleaners, CLARCOR, Clark Filter, Fume-A-Vent, CrushproofHose, Dynamo Dust Collectors, FumeXtractors, Nederman Fume Removal Experts,Nordfab Ducting Systems, Purolator, Scandmist, Smoketeersxi. Diagnostic Equipment - Brands Carried: Autelxii. Shop Tools and Equipment - Brands Carried: AFF/Surewerx, Goliath Carts,Quality Stainless Products, QuickJack.xiii. Parts, Supplies and Accessories - Brands Available for Parts andAccessories: See Exhibit A, Parts and Accessories Lines Available. SVI Internationalxiv. Installation, repair, maintenance and warranty services - See "AEPA Program" for an industry and worldwide-first government Service ProgramIn addition, we provide multiple other Categories of Equipment Products/Services thatare otherwise not listed:i. EQUIPMENT- AC Equipment (Refrigerant Handling Machines) – Brands Available: Mahlea. Nitrogen Tire Inflation Systems, Fluid Exchange Systems- Brands Available:Mahleb. Lubrication Equipment, Oil/Air Reels, Grease Fittings, Pumps - BrandsAvailable: Lincoln Industrial/SKF, Stanwade (tanks)c. Advanced Driver Assistance System- Safety System Reset Equipment - BrandsAvailable: Autel d. Tire Pressure Monitoring System Devices - Brands Available: Autele. Cabinetry for Garages and Shops (Pre-Built or Custom-Built) - BrandsAvailable: Shuref. Air Piping - Brands Available: Aircomg. Parking Lifts (Home, Commercial, Garage) - Brands Available: Challenger,BendPak (AutoStacker)h. Collision Equipment – Frame Machines - Brands Available: Chassislinerii. SERVICES a. Inspections - See our AEPA Service Programb. Service, Installation & Maintenance - See our AEPA Service Programc. Equipment Financing/Payment Options - See our AEPA Service Program d. Training, Warranty Registration, Safety Manual Ordering - See our AEPA Service Program e. Facility Design- Garage as it relates to garage equipment placement ONLY -See our AEPA Service Program

Distribution

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

Our 40+ Brands of Equipment have service centers in all 50 states. Warehouses are in many states, and all brands of equipment currently sell and service in all 50 states across regions and localities. There is nowhere that we cannot sell to or service to, including incredibly rural areas, that we cannot distribute to. Some more rural or remote areas may have a slight additional lead time due to increased time in transit (usually between 1-3 days)

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

Center Type	City	State
SEE ATTACHED SPREADSHEET	UNITED STATES	UNITED STATES

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

Network auditing is the process of selecting, qualifying, deploying and modifying our service network. This process helps us control the quality of our offerings and ensures that every transaction receives the highest level

of professionalism and expertise. Based on various selection methods, the Liftnow team identifies potential network members for a variety of equipment services. These range from installers to trainers to other specialists who comprise the network. We qualify our network many different ways. We qualify our network by checking with each manufacturer for install, service history, and factory training. We also check things like consumer reviews, web presence, and other factors before we make our decision to add them to our network. There is no published application process and companies cannot pay or otherwise ask to be a member of the Network. We automatically choose the closest qualified network member, within 50 miles. If there are multiple qualified network members, we choose up to 3 closest and select the most available member. The best service networks include measures to continuously evaluate their members ,which include surveying, random "mystery shopping", and scoring and evaluation.

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.

These lists are maintained by our manufacturers – however we have provided a sample that is confidential to AEPA evaluators and member agencies.

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.

Wherever possible and plausible and requested by the participating agency, we can solicit Small or MWBE business as defined by the Small Business Administration or other relevant locale.

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.

Liftnow is a small business as defined by the Small Business Administration Size Standards, based on NAICS code and number of employees. We are also currently in the process of receiving a DBE designation. Wherever possible and plausible, and if requested by a participating agency, we will do our best to utilize small/MWBE designated-businesses either nationally or in the region requested. The opportunity here is more common for service providers. Select manufacturers of ours are also Small Businesses as defined by the SBA Size Standards.

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.

Select manufacturers that we work with can be considered Small Businesses as defined by the Size Standards as stipulated by the Small Business Administration.

Marketing

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

Name	Title	Phone	Email
Paul Stern	Government Sales Manager	914-424-3479	pjstern@liftnow.com

Describe how this business marketed its products and services to schools, nonprofit organizations, and other public sector audiences in Fiscal Year 2021– 2022 (July 1 – June 30). List all conventions, conferences, and other events at which this company exhibited.

Due to the COVID-19 pandemic, July 1 2022 is our first fiscal year where we have created a robust marketing plan. Events are: NIGP Forum 2022, Public Works EXPO (PWX) 2022, National Conference State Fleet Administrators 2022, NYS Assoc. of Town Superintendents of Highways 2022, NPA Expo 2022 ,NY SAMPO, New York School Facilities Association 2022 (NYSSFA) 2022, APTA Show - TRANSFORM Conference, AESA ,PIE Expo 2023, APWA Snow Conference 2023, NAFA 2023, GFX 2023, SAMPO Long Island 2022 (State Association of Municipal Purchasing Officials), NY GovBuy 2023

Describe how your company will market the resulting contract to eligible Member Agencies. Describe how your company differentiates the new agreement from existing contracts that your company may hold today. Please be specific and detailed in your response.

We will implement an integrated marketing strategy that both utilizes LIFTNOW's existing channels, as well as identifies new channels as they relate specifically to the AEPA Member's Path to Purchase for the products and services outlined in this RFP.Upon notification of award before official roll-out, we will spend approximately one monthconducting in-depth market research. We will start by studying the publicly available AEPA Membership List and cross-referencing it against both publicly available information, as well as proprietary information and purchase history from our brands to identify sales cycles, product preferences (including often-purchased accompaniments), aswell as information on those eligible customers that have purchased equipment, but havenot joined AEPA, along with any differences in their purchasing habits, geography, etc.Additionally, we will ask AEPA for any purchase history that they have specificallyrelating to earlier iterations of this contract, along with purchasing members.After we have defined customer types among AEPA members and non-members, wewill target the following groups:1. Non-Members of AEPA who have purchased related products/services2. Existing Members of AEPA who have purchased related products/services3. Non-Members of AEPA who have not yet purchased related products/services4. Existing Members of AEPA who have not yet purchased related products/services.Each group of members warrants a different strategy to advance the interests of:1) The Contract outlined in this RFP2) Increasing AEPA Membership as a means to streamline the process (and decrease the friction) of purchasing the products and services as outlined in this RFP.Upon award, we will first execute an omnichannel marketing message to announce ourpartnership with AEPA, across social media, our website/blog, and various printedmarketing materials. We will also incorporate a fillable web form to request hard copies ofour online content in an easily digestible format.One of our strongest channels will lie in our AEPA dedicated Member Portal,www.govgarage.com. This will serve as a continuous point of engagement to informconsumers on the newest product innovations and technologies, best practices in safety andoperation, and serve as a responsible source for techniques, new procedures, protocols,and tips on all products and services. This portal is fully operational as-is, but will haveadditional functionality and an improved user interface/experience well before the launch ofthe contract.After we've broadcasted our initial announcement and message and identified the four coregroups as discussed above, we will develop integrated marketing strategies for each. Thiswill include, but is not limited to:Direct Marketing: Postcards/Flyers/Catalogs, Email Marketing, Fax Marketing, Text MessageMarketing, Phone MarketingDigital Marketing: SEO, SEM, Google AdWords/AdSense, PPC, ACoS, etc. Please seemore in item 33 on this specifically.Print Marketing: Paid Media--Advertisement in Trade Journals, Newsletters, Magazines.Advertising can easily be done nationally, with the AEPA logo displayed prominently inall advertising materials.Media Marketing: PodcastsPR: Community Engagement with Local and Regional "Influencer" Agencies and Bodies:For example, NYC DCAS - Department of City Administrative Services, which helps guidepolicy and procedure in New York City or ASE, the National Institute for Automotive ServiceExcellence, which accredits schools and instructors alike on automotive repair. There aremany ways to engage key groups of people that fall into one of the four core groupsidentified above which we can further explore once we have done more research into thedemographics, habits and behavior of these groups.Event Marketing: There are many events throughout the year that align well with the fourcore groups discussed - including regional and national "reverse trade shows" forprocurement professionals. As we define our core groups and strategy over the 1-year, 3-year and 5-year time frame, we will exhibit at these shows and, with the continued andanticipated success of our project, reinvest into increased presence at these events.Some of these events include but are not limited to APTA (American Public TransportationAssociation), NCSFA (National Conference of State Fleet Administrators), NTEA (NationalTruck Equipment Association), APWA (American Public Works Association)Content Marketing: Content marketing is an important and ever-growing tool in themarketer's toolbox. Content marketing refers to creation of new and thought-provokingcontent for customers to help them in one of the three main stages of decision making:awareness, consideration, and decision. When the content is original, novel and helpful, areader is more likely to make their decision with your company in mind. We've usedcontent marketing not only on our own website ("Owned Media"), but have used it in avariety of trade journals, newsletters and websites ("Earned Media"). These publicationshave worked closely with us on a now-regular basis to generate exciting and valuablecontent for their readers. We plan on replicating this model

for the sectors to whichAEPA members belong.Consumer Promotion: Consumer promotion refers to incentivizing an increase in purchasingfor a certain product or product line during a specified period of time.While the intention of the RFP is to deliver consistently low and flat-rate prices to the Members of AEPA, there are occasional brand-sponsored specials. At AEPA'sinstruction, we are willing and able to broadcast these specials to the members on acontinuous basis as we receive them. We will pass along the vast majority of thepromotion directly to the Members. Due to the nature of consumer promotion/specials, weare unable to predict this promotion as a percentage or dollar amount.Personal Selling: Personal selling refers to in-person selling. Personal selling will be bestdone through our service network, who will have increased face-to-face contact with the endcustomer during delivery, installation, and subsequent interactions. As a part of theagreement with the service network, they are encouraged and incentivized to promote theAEPA Service Program.Social Media Marketing: Please see line item 33 below to learn more about Social Mediamarketing as it relates to this RFP.Partnerships: Partnerships refer to partnering with complementary organizations to help ourdual cause of promoting sales on the contract, as well increasing AEPA membershipas a means of reducing friction for the remainder of nationwide sales of our brandportfolio.For example, a partnership may be with other AEPA Vendors, like Constructioncontractors, to help fuel one another's efforts. Construction partners may stimulate business for us by letting us know that a municipality wants to construct a new maintenance facility.Likewise, we would find existing customers that want to expand or otherwise modify theirfacilities, where we would call the Construction partners.For non-Members, this is equally powerful: AEPA vendors on different contracts couldalign as a vertically-integrated solution available most economically and productively throughAEPA, inducing member enrollment.As a result of these partnerships (which AEPA could be helpful in fostering), we areopen to exploring "edge transactions" and how they could benefit AEPA as a whole. For example, a construction contractor who also does considerable work for Automotive Repair Shops in his region or nationally may help stimulate our business even though ithas taken place outside of the scope of this RFP. For these types of future transactions,we intend on compensating AEPA accordingly.More specifics, including timelines, will be made more apparent after the research phase ofour marketing plan.Another important stakeholder group to engage in our marketing plan is the Sales and Service Network for each vendor. Upon award, we will mobilize all Sales and ServicePersonnel for each vendor (you can see some of these listed in "Dealer Networks"),describing our contract with AEPA, as well as a guide to selling through the contract.Personnel that work directly for the manufacturer (as opposed to a distributor) will be engaged and given a handbook (created with the help of AEPA) on how to sell theequipment best through the contract. Additionally, sales personnel from each brand will betrained on a continuous basis, as we will host periodical webinars discussing sales methods and tools and identify products with greater velocity or greater opportunity (basedon our data-driven marketing and engagement approach). All sales personnel will alsoreceive LIFTNOW and AEPA-specific marketing materials, including brochures andmultimedia pieces. For example, we've created scale models of products using cardboard,interactive QR-code brochures, virtual reality renderings, and more. We will alsoleverage this contract into additional marketing cooperative dollars, which is availablethrough almost all our manufacturers.

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

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

Please see above which encompasses this question's answer.

Environmental Initiatives

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

As a distributor and service provider, our company does not itself receive certifications forthe equipment or products included in the Proposal related to "green initiatives". As a company, LIFTNOW has little-to-no negative impact on the environment as we are not manufacturing products. Most of our work is done on the computer or over the phone. Weconsistently seek ways to reduce our carbon footprint.Further,

due to the breadth of our product offerings and variety of manufacturers, we believeit to be more expedient to refer you to the "AEPA Brand Matrix" Excel Sheet, whereyou can find a Per-Brand List of initiatives. Any further information can be requested asneeded.

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

Please see above.

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

Please see above. Our equipment has also been successfully placed in construction projects following green standards including LEED and Energy Star.

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

As a sales organization, Liftnow employs paperless communication wherever possible, and our sales team is entirely inside sales and works from home, cutting down on any carbon emissions and footprint. Whenever our team has to travel, we examine multiple choices of transporation/flights and try to choose those with the lowest carbon emissions.

Additional Information

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

Our uniqueness as a company lies in our breadth. Breadth in brands, products and services thatrender us a unique and industry-first point of contact that acts as the true "sole source" that mostaccurately reflects Member needs in a way that any single manufacturer (or manufacturer with 3-4 value-added suppliers) simply cannot boast. Through our optional AEPA Service Program, we can even assist on brands that we didn't bid on, brands that are no longer in business, or brands that are no longer sold in the United States or Canada as a courtesy which will foster additional future sales. While wefirmly believe it's important to outline all of a customer's options, we don't want to confuse them.Our highly-trained sales team will assist the Member in breaking through the clutter, which is thetraditional downside of breadth. With an informed decision in hand, the Memb er can put faith in notonly the product, but all services related to the product from the moment of purchase to the momentof scrap for dozens of brands of equipment, with one phone number, one website, and one company: LIFTNOW. With powerful tools like a completely unique and industry-first equipment management portal, this single point of contact is not limited to phone calls and emails but clicks and searches on a24/7 basis. Further, the advantage of breadth extends to our service network. We have already leveraged data from our various manufacturers to create what is now the largest service networkavailable in the automotive equipment industry, with our ever-growing list of over 1000 unique entries in a variety of disciplines, from Lift Repair & Inspection to Wheel Service to Lubrication,Compressors, and more.

If applicable, describe your company's ability to integrate into other ecommerce sites:

Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).

Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.

We do not currently have the ability to intergrate into an eCommerce site other than a Wordpress or other Commerce catalog upload, which we have done on a limited basis. We have not integrated with a public agency's ERP, but if one were to be requested we would examine the plausibility as well as the benefit it would provide to the requesting agedncy . Since we sell heavier equipment, this equipment is generally not procured like this.

Disclosures

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

If **Yes, AN ATTACHMENT IS REQUIRED:** List and explain current actions, such as, Federal Debarment (on US General Services Administration's "Excluded Parties List"), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

References

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

Agency	Name	Title	Phone Number	Email
1. SEE REFERENCES DOCUMENT				
2.				
3.				
4.				
5.				

Service Questionnaire

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

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

Ohio	Yes	X	X	X
Oregon	No	X	X	X
Pennsylvania	Yes	X	X	X
South Carolina	Yes		X	X
Texas	Yes	X	X	X
Virginia	Undecided	X	X	X
Washington	Yes	X	X	X
West Virginia	Yes	X	X	X
Wisconsin	Yes		X	X
Wyoming	Yes	X	X	X

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

If YES, what is the website? _____

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

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

Does this business have a toll-free customers support phone option? _____ **No** X **Yes**

Does this business offer local customer and support service options? _____ **No** X **Yes**

State your normal delivery time (in days) and any options for expediting delivery.
Delivery time varies widely by the type of product being ordered. Except for certain parts, there are rarely options to expedite delivery. For certain parts that are in stock, overnight and two-day options are generally available if being shipped by FedEx or UPS. Other logistics companies typically do not offer these options.

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?
Unless specifically requested that the order is cancelled by the participating agency, backordered items will be filled as soon as possible.

Describe your company's payment terms as well as any quick pay discounts.
Payment terms are generally Net 30 Days. However, if certain agencies need extended terms or have standard terms we will examine those on a case-by-case basis. There will be no quick pay discounts.

State your company's return policy and any applicable State restocking fees.
We must adhere to the return policies and associated restocking fees of our various vendors. Return policies vary from no returns for custom items to 90 days generally, with restocking fees between 0-30%. See attached sample of return policies.

Describe any special program that your company offers that will improve customers' ability to access products, on-time delivery, or other innovative strategies.
LIFTNOW is a hybrid between a distributor/reseller and a service provider. Ourservice network is independent. We make agreements with many of these independently-owned companies to perform service and inspections through the AEPA Service Program, which we will dispatch, manage and oversee. Theseagreements will be largely contingent upon award and execution of this contract.Please see "Dealer Networks" for a list of these service providers.The sales and service forces of LIFTNOW and our supply partners are all trained inusing

contracts and the benefit of using a streamlined purchasing cooperative suchas AEPA. All equipment is dropshipped by the manufacturer to the end-user's(AEPA Member's) facility. See the Marketing section for more on training and empowering these groups.Please see attached documentation regarding our status purchasing the productsproposed in the RFP. Due to the breadth of our product offerings, we were able tocompile the majority of our written authorizations expediently. Please contact us forfurther information on any of the brands, along with our ability to sell and deliver theproducts and services in question.

Pricing

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

Will you offer customized price lists to participating entities as encouraged per the pricing terms of Part A? X **No** ____ **Yes**

Will you offer hot list pricing (optional) as described in the pricing terms of Part A? ____ **No** X **Yes**

Will you offer volume price discounts as described in the pricing terms of Part A? ____ **No** X **Yes**

Competitiveness: In order for your response to be considered, your company must offer AEPA prices that are equal to or lower than those normally offered to individual entities or cooperatives with equal or lower volume.

Is the pricing that is proposed to AEPA equal to or lower than pricing your company offers to individual entities or cooperatives with equal to or lower volume? ____ **No** X **Yes**

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

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

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

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

If YES, identify which cooperative and the respective expiration date(s).
Sourcewell – 4/2024 + Renewals
Omnia – 12/2024 + Renewals
HGAC – 2/2023 + Renewals
BuyBoard – 11/2023+ Renewals
Choice Partners –6/2023 + Renewals
NCPA – 7/2023 + Renewals

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)?
For inbound calls/marketing (leads that come to us), we utilize unique emails for each of our cooperative purchasing contract entities that are associated with all marketing efforts for that entity. For example, if awarded a contract, a dedicated email will be set up, aepa@liftnow.com. All marketing efforts will feature this email address, so that when there is an inbound lead, we will know it came from an AEPA-related marketing effort. For outbound leads, this is largely determined by the history and comfort of the agency-in-question with each entity. Again, this is directed by what an agency can utilize and less by what Liftnow can do – we are experts in our product lines, and by offering the same pricing across cooperative purchasing contracts, the choice of contract is largely left to the agency.

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

Leasing: Do your business offer leasing arrangements under this solicitation? _____ **No** X **Yes**

If Yes, please indicate how the rate factor is determined and other cost factors below.

Leasing has never been requested by a public sector agency but can be an option. The rate factor will be determined in part by our financing/lending partners and their ability to offer preferential structures to publicly funded agencies, the rates of which are usually much lower than their private counterparts. Additionally, additional factors that may impact the cost of a given lease include but are not limited to: the original cost of equipment, the cost to refurbish or otherwise re-prepare equipment and its components, the resale value of the equipment, and the term length.

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

Responsibilities	**Yes,** indicate with an "X"	**No,** indicate with an "X"
1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the AEPA contract.	X	
2. Train and educate sales staff on what the AEPA contract is: including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.	X	
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The marketing plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.	X	
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.	X	
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, the Vendor Partner is required to submit a $0 report to the AEPA Member Agency.	X	
6. Have ongoing communication with the Category Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.	X	
7. Attend two (2) AEPA meetings each year (see Part A)	X	
8. Participate in national and local conference trade shows to promote the AEPA contracts including, 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).	X	
9. Increase sales over the term of the contract with all participating AEPA Member Agencies.	X	

Exceptions

Instructions:

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

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

IFB Section and Page Number	Outline Number	Term and Condition	Exception

Deviations

Instructions:

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

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

Outline Number Part B	**Specification (describe)**	**Details of Deviation**

Part E – Signature Forms

AEPA 023-A
Maintenance, Repair and Operation (MRO)

Instructions

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

To submit the required signed forms, follow these steps:

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

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

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

Uniform Guidance "EDGAR" Certification Form – ****signature required***
Bid Affidavit – ****signature required***
Acceptance of Bid & Contract Award – ****signature required***

Uniform Guidance "EDGAR" Certification Form
2 CFR Part 200

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

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

1. Violation of Contract Terms and Conditions

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

2. Termination for Cause of Convenience

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

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

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

3. Equal Employment Opportunity

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

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

4. Davis Bacon Act

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

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

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

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

5. Contract Work Hours and Safety Standards Act

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

6. Right to Inventions Made Under a Contract or Agreement

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

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

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

9. Byrd Anti-Lobbying Amendment

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

10. Procurement of Recovered Materials

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

11. Profit as a Separate Element of Price

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

12. General Compliance with Participating Agencies

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

13. Governing Law; Forum Selection.

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

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

By initialing the table (1-13) and signing below, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.		
Respondent Certification (By Item)	**Respondent Certification:** **YES**, I agree or **NO,** I do NOT agree	**Initial**
1. Violation of Contract Terms and Conditions	YES	
2. Termination for Cause of Convenience	YES	
3. Equal Employment Opportunity	YES	
4. Davis-Bacon Act	YES	
5. Contract Work Hours and Safety Standards Act	YES	
6. Right to Inventions Made Under a Contract or Agreement	YES	
7. Clean Air Act and Federal Water Pollution Control Act	YES	
8. Debarment and Suspension	YES	
9. Byrd Anti-Lobbying Amendment	YES	
10. Procurement of Recovered Materials	YES	
11. Profit as a Separate Element of Price	YES	
12. General Compliance with Participating Agencies	YES	
13. Governing Law; Forum Selection.	YES	

Liftnow Automotive Equipment Corp.

Name of Business

Signature of Authorized Representative

Paul Stern, Owner

Printed Name

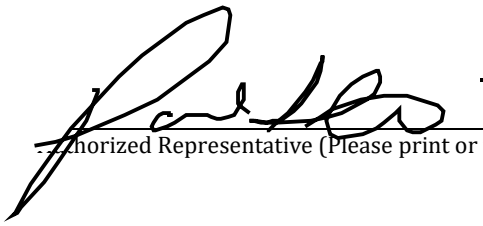
09/10/2022

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)

PO Box 972
Mailing Address

Owner
Title (Please print or type)

Yorktown Heights, NY 10598
City, State, Zip



Signature of Authorized Representative

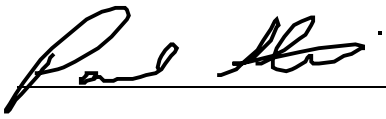
09/10/2022
Date

Acceptance of Solicitation & Contract

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

PART I: RESPONDENT

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

Business Name	Liftnow Automotive Equipment Corp.	**Date**	09/10/2022
Address	PO Box 972	**City, State Zip**	Yorktown Heights, NY 10598
Contact Person	Paul Stern	**Title**	Owner
Authorized Signature		**Title**	Owner
Email	pjstern@liftnow.com	**Phone**	914-424-3479

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, 2024 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency _____

Authorized Representative _____

Awarded this	**day of**	**Contract Number**
Contract to commence (Member Agency to select)	3/1/2023	**Or**

Solicitation Checklist

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

"x"	**Document Title, Uploaded to Public Purchase** *(Respondent must submit documents in the required title/format)*	**Format of Uploaded Document**	**Notes**
X	**Bid Bond – if Required, see Part B if applicable.**	Upload PDF copy. The original must be received by Lakes Country Service Cooperative by due date and time.	Send to Lakes Country Service Cooperative.
X	**Part C – State-Specific Forms –** ***Name of Responding Company***	Single, Scanned PDF	**New Jersey Only Requirement.** Signatures Required.
X	**Part D - Questionnaire –** ***Name of Responding Company*** Includes: • Company Information • Service Questionnaire • Exceptions • Deviations	Single, Scanned PDF	**Required.**
X	**Part E – Signature Forms –** ***Name of Responding Company*** Includes: • Uniform Guidance "EDGAR" Certification • Bid Affidavit • Acceptance of Bid & Contract Award	Single, Scanned PDF	**Required.** Signatures required.
X	**Part F – Pricing Schedule –** ***Name of Responding Company***	Excel Workbook	**Required.**
X	**Price List and/or Catalog –** ***Name of Responding Company***	Upload PDF	**Required.**
X	**Exhibit A – Marketing Plan –** ***Name of Responding Company***	Scanned PDF	**Optional.** Form not provided by AEPA, Respondent Created

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

AEPA #023-A MRO

Bidding Company Name: *Liftnow Automotive Equipment Corp.*

Name of Catalog:
(This must be the catalog in effect as of the bid date) *Liftnow AEPA Price Sheet Effective 10-01-2022*

Note: Groupings to be defined by Bidder and can be by sub-category, manufacturer, etc.

Part F.1 is a REQUIRED FORM

No.	Grouping of Discount	Discount Offered for This Grouping	Comments
1	Air Cleaning Specialists (Includes a family of Brands for Exhaust Ventilation and Air Quality Improvement Solutions): Blue Ox Air Cleaners, CLARCOR, Clark Filter, Crushproof Hose, Dynamo Dust Collectors, Fume-A-Vent, FumeXtractors, Nederman Fume Removal Experts, Nordfab Ducting Systems, Purolator, ScandMist, Smoketeers)	**10% OFF MSRP**	
2	Aircom	**5.1% OFF MSRP**	
3	AMMCO Coats (Hennessy Industries)	**35% OFF MSRP**	
4	Autel	**10.1% OFF MSRP**	
5	AutoStacker	**0% OFF MRP (No MSRPs)**	
6	Bend Pak	**17% OFF MSRP**	
7	Bend Pak OE Parts	**10% OFF MSRP**	
8	Challenger Lifts	**33.5% OFF MSRP**	
9	Challenger Lifts OE Parts	**26.0% OFF MSRP**	
10	Champion Compressors	**15-20% OFF MSRP**	
11	Chassisliner	**5.10% OFF MAP**	
12	Compressed Air Systems	**10.00% OFF MSRP**	
13	Goliath Carts	**13% OFF MSRP**	
14	Hein Werner Family of Companies	**20% OFF MSRP**	
15	JPW Family of Companies (Jet, Powermat	**Assorted OFF MSRP**	
16	Lincoln Industrial/SKF	**Assorted OFF MSRP**	
17	Mahle	**51.1% OFF MSRP**	
18	Mattei Compressors	**25% OFF MSRP**	
19	NS Incorporated	**12% OFF MSRP**	
20	Omer	**10% OFF MSRP**	
21	Pro-Cut	**24.45-37.87% OFF MSRP Major Pieces**	
22	Quality Stainless Products	**Assorted % OFF MSRP**	
23	Ranger	**17% OFF MSRP**	
24	Shure Manufacturing	**6.5% OFF MSRP**	
25	Stanwade	**10% OFF MSRP**	
26	Surewerx - American Forge & Foundry	**45% OFF MSRP**	
27	Surewerx - Sellstrom/Jackson Safety Prod	**13% OFF MSRP**	
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Certification 63197

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JUN-2020 to 15-JUN-2027

LIFTNOW AUTOMOTIVE EQUIPMENT CORP.
563 CROTON AVENUE
CORTLANDTMANOR NY 10567

ELIZABETH MAHER MUOIO
State Treasurer

Entity Name	Contact Name	Title	City	State	Phone
Kingdom Support Services	Chris Torgeson	Purchasing	Kingston	NY	8455240083
Con Edison of New York	Bill Gonzalez	Supervisor	Queens	NY	7182042407
Department of Sanitation NY	George Kambo	Specification Development	New York	NY	7183348948
City of Hyattsville	Hal Metzler	Deputy Supervisor	Hyattsville	MD	2406328959
City of Savannah	Ervin Williams	Assistant Fleet Manager	Savannah	GA	9123513891
City of Stamford	Bill Klous	Fleet Manager	Stamford	CT	2039775520
Los Angeles World Airport	Charles Nelson	Equipment Specialist II	Los Angeles	CA	4246467978

Years Serviced	Description of Services	Annual Volume (est.)
2010-Present	Lifts, Wheel Service	$ 25,000.00
2018-Present	Lifts, Wheel Service, Lif	$ 20,000.00
2015-Present	Wheel Service	$ 100,000.00
2021-Present	Lifts, Wheel Service, Sh	Not enough data
2020-Present	Wheel Service	Not enough data
2021-Present	Lifts, Lift Service	Not enough data
2021-Present	Lifts, Lift Service	Not enough data

Association of Educational Purchasing Agencies

Tabulation Report IFB #023-A - Maintenance, Repair & Operations (MRO)

Vendor: Lawson Products Inc

General Comments: Thank you for this opportunity. If you have any questions or need anything additional please contact us.
(800) 890-8198

Thank you,
Lisa Castanon

General Attachments:
Exhibit A - Marketing Plan.pdf
Part C - AEPA Member Agency (State) Terms and Conditions - Lawson Products.pdf
Part D - Questionnaire - Lawson Products.pdf
Part E - Signature Forms - Lawson Products.pdf
Part F - Pricing Schedule - Lawson Products.xlsx
Price List Part 1 - Lawson Products.pdf
Price List Part 2 - Lawson Products.pdf
Price List Part 3 - Lawson Products.pdf

Part D - Questionnaire
AEPA #023-A
MAINTENANCE, REPAIR AND OPERATION (MRO)

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

To submit the required forms, follow these steps:

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

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

Company Information
Service Questionnaire
Exceptions
Deviations

Company Information

Name of Company: Lawson Products, Inc.

Company Address: 8770 W Bryn Mawr Ave, Suite 900

City, State, zip code: Chicago, IL 60631

Website: www.lawsonproducts.com

Contact Person: Lisa Castanon

Title: Manager, Government Contracts & Compliance

Phone: 800-890-8198

Email: government.sales@lawsonproducts.com

Background

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

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

In what year was this business started under its present name? 2009

Under what additional, or, former name(s) has your business operated? Prior to 2009, the company operated as Lawson Products, Inc., a Delaware company (now known as DSG, Inc.) which was incorporated in 1952.

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

Date of Incorporation: October 21, 2009
State of Incorporation: Illinois
Name of President: Cesar Lanuza
Name(s) of Vice President(s): Ron Knutson
Name of Treasurer: Dave Lambert
Name of Secretary: Rick Pufpaf

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

Date of Partnership:
State Founded:
Type of Partnership, if applicable:
Name(s) of General Partner(s):

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

Date of Purchase:
State Founded:
Name of Owner/Operator:

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

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

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

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

Business Headquarter Location

Business Address	8770 W Bryn Mawr Ave, Suite 900
City, State, zip code	Chicago, IL 60631
Phone	866-837-9908
How long at this address?	10 years

Business Branch Location(s)

Branch Address	Lawson Products, Inc. – 102 Decker Ct., Ste 200
City, State, zip code	Irving, TX 75062
Branch Address	Bolt Supply - #101, 293029 James Jones Way
City, State, zip code	Rocky View County AB T4A 0X1
Branch Address	
City, State, zip code	
Branch Address	
City, State, zip code	

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

Sales History

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

	2020	2021	2022 (9/1/2021 – 8/31/2022)
K-12 (public & private), Educational Service Agencies	$3,137,031.88	$3,485,590.98	$3,872,878.87
Higher Education Institutions	$626,528.31	$696,142.57	$773,491.74
Counties, Cities, Townships, Villages, States	$17,566,362.25	$19,518,180.28	$21,686,866.98
States (sales are included in above)			
Other Public Sector & Non-profits	$6,240,116.69	$6,933,462.99	$7,703,847.77
Private Sector	$252,781,402.37	$280,868,224.85	$312,075,805.39
Total	$280,351,441.51	$311,501,601.68	$346,112,890.75

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

	2020	2021	2022 YTD
K-12 (public & private), Educational Service Agencies	$3,137,031.88	$3,485,590.98	$3,872,878.87

Higher Education Institutions	$626,528.31	$696,142.57	$773,491.74
Counties, Cities, Townships, Villages	$17,566,362.25	$19,518,180.28	$21,686,866.98
States (sales are included in above)			
Other Public Sector & Non-profits	$6,240,116.69	$6,933,462.99	$7,703,847.77
Private Sector	$252,781,402.37	$280,868,224.85	$312,075,805.39
Total	$280,351,441.51	$311,501,601.68	$346,112,890.75

Work Force

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

Function	Name	Title	Phone	Email
Contract Manager	Lisa Castanon	Manager, Government Contracts & Compliance	773-304-5438	Lisa.castanon@lawsonproducts.com
Sales Manager	Jason Payne Ryan Mullally	Manager, Government Sales	615-681-3933 469-400-7400	Jason.payne@lawsonproducts.com Ryan.mullally@lawsonproducts.com
Customer & Support Manager	Nancy Villasenor	Manager, Customer Service	773-304-5428	Nancy.villasenor@lawsonproducts.com
Distributors, Dealers, Installers, Sales Reps	Jason Payne Ryan Mullally	Manager, Government Sales	615-681-3933 469-400-7400	Jason.payne@lawsonproducts.com Ryan.mullally@lawsonproducts.com
Consultants & Trainers	Howard Kalish	Sr Manager, Sales Enablement & Education	773-304-5030	Howard.kalish@lawsonproducts.com
Technical, Maintenance & Support Services	Shawn Van Brunt	Director, Enterprise Information Management	773-304-5222	Shawn.vanbrunt@lawsonproducts.com
Quotes, Invoicing & Payments	Neybel Martinez	Supervisor, Billing Support	773-304-5440	Neybel.martinez@lawsonproducts.com
Warranty & After the Sale	Cherilyn McHugh	Supervisor, Regulatory Affairs	773-304-5654	Cheryl.mchugh@lawsonproducts.com
Financial Manager	Matt Muhich	Director, Finance	773-304-5741	Matt.muhich@lawsonproducts.com

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

Number of Sales Reps	City	State
1	Chugiak	AK
1	Fairbanks	AK

1	Sterling	AK
1	Wasila	AK
1	Birmingham	AL
1	Grant	AL
1	Helena	AL
1	Mathews	AL
1	Mobile	AL
2	Montgomery	AL
1	Red Bay	AL
1	Sterrett	AL
1	Vernon	AL
1	Austin	AR
1	Conway	AR
2	Greenwood	AR
1	Little Rock	AR
1	Newark	AR
1	North Little Rock	AR
1	Avondale	AZ
2	Chandler	AZ
1	Flagstaff	AZ
1	Gilbert	AZ
2	Glendale	AZ
1	Kingman	AZ
2	Lakeside	AZ
1	Peoria	AZ
3	Phoenix	AZ
2	Scottsdale	AZ
1	Somerton	AZ
1	Tonopah	AZ
2	Tucson	AZ
1	Agoura Hills	CA
4	Bakersfield	CA
1	Baldwin Park	CA
1	Brawley	CA
1	Camarillo	CA
1	CERES	CA
1	Chino Hills	CA
1	Clovis	CA
1	El Centro	CA
1	Elk Grove	CA
1	Escalon	CA
1	Fairfield	CA
1	Folsom	CA
1	Fontana	CA
2	Fresno	CA
1	Fullerton	CA
1	Glendale	CA
1	Hanford	CA
1	Hermosa Beach	CA
1	Hesperia	CA
1	Hughson	CA
1	Imperial	CA
1	Jurupa Valley	CA

1	La Mesa	CA
1	Livermore	CA
1	Lodi	CA
1	Lompoc	CA
2	Long Beach	CA
2	Los Angeles	CA
1	Los Gatos	CA
1	Martinez	CA
1	Mission Viejo	CA
1	Modesto	CA
1	Moreno Valley	CA
2	Murrieta	CA
1	Newark	CA
1	Novato	CA
1	Oxnard	CA
1	Palm Desert	CA
1	Paso Robles	CA
1	Placentia	CA
1	Porterville	CA
2	Rancho Santa Margarita	CA
1	Riverside	CA
2	Rocklin	CA
1	Roseville	CA
1	Salinas	CA
1	San Bernardino	CA
2	San Diego	CA
3	San Jose	CA
1	San Luis Obispo	CA
1	Santa Rosa	CA
1	Scotts Valley	CA
1	Seal Beach	CA
1	Sebastopol	CA
1	Soquel	CA
1	Stockton	CA
1	Turlock	CA
1	Walnut Creek	CA
1	Waterford	CA
1	Winchester	CA
1	Yorba Linda	CA
2	Alamosa	CO
1	Arvada	CO
1	Aurora	CO
1	Brush	CO
1	Castle Pines	CO
2	Castle Rock	CO
1	Colorado Springs	CO
2	Denver	CO
1	Engelwood	CO
2	Fort Collins	CO
2	Fountain	CO
1	Golden	CO
3	Grand Junction	CO
1	Highlands Ranch	CO

3	Littleton	CO
1	Manitou springs	CO
2	Parker	CO
1	Pueblo	CO
1	Thornton	CO
1	Windsor	CO
1	Bethel	CT
1	Cheshire	CT
1	Danbury	CT
1	Guilford	CT
1	Middletown	CT
1	Old Lyme	CT
1	Southington	CT
1	Tolland	CT
1	Wallingford	CT
1	West Stafford	CT
1	Bear	DE
1	Dover	DE
1	Long Neck	DE
2	Newark	DE
1	Wilmington	DE
1	Auburndale	FL
1	Ave Maria	FL
3	Cape Coral	FL
1	clearwater beach	FL
1	Crestview	FL
1	Daytona Beach	FL
1	Debary	FL
1	Englewood	FL
1	Fernandina Beach	FL
1	Fleming Island	FL
2	Fort Lauderdale	FL
1	Fort Pierce	FL
1	Gainesville	FL
1	Hialeah	FL
1	Jacksonville	FL
1	Lauderhill	FL
1	Lehigh Acres	FL
1	Loxahatchee	FL
1	Maitland	FL
2	Miami	FL
1	Ocala	FL
2	Orange Park	FL
2	Orlando	FL
1	Pace	FL
2	Plantation	FL
1	Port Charlotte	FL
2	Port Orange	FL
1	Port Saint Lucie	FL
1	Royal Palm Beach	FL
1	Saint Cloud	FL
2	Saint Petersburg	FL
1	Stuart	FL

1	Sunrise	FL
2	Tallahassee	FL
2	Tampa	FL
1	Tavares	FL
1	Venice	FL
1	Williston	FL
1	Yulee	FL
1	Zephyrhills	FL
1	Athens	GA
1	Atlanta	GA
1	Auburn	GA
1	Augusta	GA
1	Bremen	GA
1	Buford	GA
1	Canton	GA
1	Cherry Log	GA
1	Cumming	GA
1	Dacula	GA
1	Dallas	GA
1	Douglasville	GA
1	Ellerslie	GA
1	Gray	GA
1	Griffin	GA
1	Guyton	GA
1	Jefferson	GA
1	KINGSLAND	GA
1	Lawrenceville	GA
1	Moultrie	GA
1	Mount Airy	GA
1	Newnan	GA
1	Rabun Gap	GA
1	Roswell	GA
1	Savannah	GA
1	WOODSTOCK	GA
1	Kailua	HI
1	Kapaa	HI
1	Lihue	HI
1	Ames	IA
1	Ankeny	IA
2	Cedar Rapids	IA
1	Corning	IA
1	Earlville	IA
1	Forest City	IA
1	Janesville	IA
1	Keokuk	IA
1	Manson	IA
1	North Liberty	IA
1	Norwalk	IA
2	OSKALOOSA	IA
1	Sioux City	IA
1	Strawberry Point	IA
1	West Des Moines	IA
1	Burley	ID

1	Idaho Falls	ID
3	Meridain	ID
1	Oldtown	ID
1	Pocatello	ID
1	Post Falls	ID
1	Rigby	ID
1	Barrington	IL
1	Bartlett	IL
3	Byron	IL
1	Carmi	IL
1	Caseyville	IL
1	Channahon	IL
5	Chicago	IL
1	Chillicothe	IL
1	Clinton	IL
1	Countryside	IL
2	Decatur	IL
1	Edwardsville	IL
1	Effingham	IL
2	Elk Grove Village	IL
1	Elmhurst	IL
1	Elmwood Park	IL
1	Freeport	IL
1	Fulton	IL
1	galena	IL
1	Galesburg	IL
1	Glen Ellyn	IL
1	Grafton	IL
1	Highland	IL
1	Highland Park	IL
1	Jacksonville	IL
1	Jerseyville	IL
1	Lemont	IL
1	Lisle	IL
1	Mahomet	IL
1	Marion	IL
1	Mattoon	IL
1	Minier	IL
1	Moline	IL
1	Morton Grove	IL
1	Mundelein	IL
1	Naperville	IL
1	North Chicago	IL
1	Oak Forest	IL
1	Palatine	IL
1	Park Ridge	IL
1	Peoria	IL
1	Petersburg	IL
1	Pleasant Plains	IL
1	Port Barrington	IL
1	Quincy	IL
1	Sycamore	IL
1	Tinley Park	IL

1	Trenton	IL
1	Vernon Hills	IL
1	Villa Park	IL
1	Wadsworth	IL
1	Willowbrook	IL
1	Yorkville	IL
1	Anderson	IN
1	Brownsburg	IN
1	Columbus	IN
2	Crown Point	IN
1	Decatur	IN
1	Ellettsville	IN
1	Evansville	IN
1	Fishers	IN
1	Fort Wayne	IN
1	Greenfield	IN
1	Hammond	IN
5	Indianapolis	IN
1	Jasper	IN
1	Michigan City	IN
1	Mitchell	IN
1	Monticello	IN
1	New Albany	IN
1	Newburgh	IN
1	Pendleton	IN
1	Princeton	IN
1	Terre Haute	IN
1	Valparaiso	IN
2	Warsaw	IN
1	Zionsville	IN
1	Buhler	KS
1	Cherryvale	KS
1	Conway Springs	KS
2	Derby	KS
1	Eudora	KS
3	Olathe	KS
1	Overland Park	KS
1	Salina	KS
2	Scott City	KS
1	Shawnee	KS
1	Stockton	KS
1	ULYSSES	KS
2	Wichita	KS
1	Berea	KY
1	Crestwood	KY
1	Dexter	KY
1	Flemingsburg	KY
2	Lexington	KY
2	Louisville	KY
1	OWENSBORO	KY
1	Parksville	KY
1	Scottsville	KY
1	Winchester	KY

1	Baker	LA
1	Baton Rouge	LA
1	Dry Prong	LA
1	Folsom	LA
1	Lafayette	LA
1	Lake Charles	LA
1	Madisonville	LA
1	Monroe	LA
1	New Iberia	LA
1	Prairieville	LA
2	Shreveport	LA
1	Slidell	LA
1	Boxford	MA
1	Brimfield	MA
1	Cherry Valley	MA
1	Dedham	MA
1	Framingham	MA
1	Groton	MA
1	Plymouth	MA
1	Randolph	MA
1	Reading	MA
1	Shrewsbury	MA
2	Somerset	MA
1	Tewksbury	MA
1	West Springfield	MA
1	Westfield	MA
1	Whitinsville	MA
1	Wilmington	MA
1	Aberdeen	MD
1	Bel Air	MD
1	Boonsboro	MD
1	Carvel Beach	MD
1	Conowingo	MD
2	Ellicott City	MD
1	Gambrills	MD
1	Grantsville	MD
1	Joppa	MD
1	Lutherville	MD
1	Salisbury	MD
1	Bradford	ME
1	Caswell	ME
1	Denmark	ME
1	Winthrop	ME
1	Bancroft	MI
2	Cadillac	MI
1	Capac	MI
1	Clinton Township	MI
1	CLAY	MI
1	Clinton Township	MI
1	East Lansing	MI
1	Eaton Rapids	MI
1	Farmington Hills	MI
1	Grand Rapids	MI

1	Hartland	MI
1	Howell	MI
1	Imlay City	MI
1	Jackson	MI
1	Jenison	MI
2	Kalamazoo	MI
1	Macomb	MI
1	Menominee	MI
1	Muskegon	MI
1	Newaygo	MI
1	Perry	MI
1	Romeo	MI
1	Royal Oak	MI
1	Stevensville	MI
2	Temperance	MI
1	Trenton	MI
1	Waterford	MI
2	West Bloomfield	MI
1	Albert Lea	MN
1	Bethel	MN
1	Blackduck	MN
1	Canyon	MN
1	Clearwater	MN
1	Cologne	MN
1	Glencoe	MN
1	Ham Lake	MN
1	Hibbing	MN
1	La Crescent	MN
1	Lino Lakes	MN
1	Litchfield	MN
1	Madison Lake	MN
1	Mapleton	MN
1	Minneapolis	MN
1	Monticello	MN
1	Nashwauk	MN
1	Nowthen	MN
2	Owatonna	MN
1	Pelican Rapids	MN
1	St Cloud	MN
1	Wabasha	MN
1	Buffalo	MO
1	Cape Girardeau	MO
1	Columbia	MO
1	Eureka	MO
1	Fenton	MO
1	Grain Valley	MO
1	Imperial	MO
1	Joplin	MO
1	Lee's Summit	MO
1	Matthews	MO
1	Neosho	MO
1	New Bloomfield	MO
1	Republic	MO

2	Springfield	MO
2	St. Louis	MO
1	Ste Genevieve	MO
1	Wentzville	MO
1	Brandon	MS
1	Brooksville	MS
1	Florence	MS
1	Madison	MS
1	Olive Branch	MS
1	Pearl	MS
1	Southaven	MS
2	Billings	MT
1	Bozeman	MT
1	Eureka	MT
1	Helena	MT
1	Hinsdale	MT
1	Missoula	MT
1	Asheboro	NC
2	Chapel Hill	NC
2	Cherryville	NC
2	Clayton	NC
1	Cornelius	NC
1	Denver	NC
1	Elkin	NC
1	Fairview	NC
1	Goldsboro	NC
1	Greensboro	NC
1	Harrisburg	NC
1	Henderson	NC
1	High Point	NC
1	Hubert	NC
1	Laurel Hill	NC
1	Matthews	NC
1	Newton	NC
1	Raeford	NC
1	Rocky Mount	NC
1	Roseboro	NC
1	Statesville	NC
1	Stokesdale	NC
2	Wilmington	NC
1	Winston Salem	NC
2	Bismarck	ND
1	Burlington	ND
1	Fargo	ND
1	Grand Forks	ND
1	Williston	ND
1	Hastings	NE
1	Humphrey	NE
1	Lincoln	NE
1	North Platte	NE
4	Omaha	NE
1	Scottsbluff	NE
1	Derry	NH

1	Gilmanton	NH
1	Kingston	NH
1	Bedminster	NJ
1	Beesleys Point	NJ
1	Budd Lake	NJ
1	Clayton	NJ
2	Clifton	NJ
1	CRANFORD	NJ
1	Deal	NJ
2	Jackson	NJ
1	Lakewood	NJ
1	Lebanon Township	NJ
1	Marlboro	NJ
1	Millstone	NJ
1	Mount Ephraim	NJ
1	North Wildwood	NJ
1	Oakland	NJ
1	Princeton	NJ
1	Rutherford	NJ
1	Sewell	NJ
1	Teaneck	NJ
1	Union	NJ
1	Vineland	NJ
1	Yardville	NJ
1	Albuquerque	NM
1	Aztec	NM
1	Carlsbad	NM
1	Corrales	NM
1	Dexter	NM
1	Farmington	NM
1	Las Cruces	NM
1	Rio Rancho	NM
1	Santa Fe	NM
1	Fernley	NV
1	Henderson	NV
5	Las Vegas	NV
3	Reno	NV
1	Spring Creek	NV
1	Albany	NY
1	Batavia	NY
1	Blue Point	NY
1	Brewster	NY
1	Calcium	NY
1	Clifton Park	NY
1	Cortlandt Manor	NY
1	Farmington	NY
1	Fulton	NY
1	Hampton Bays	NY
1	Harrisville	NY
1	Lockport	NY
1	Macedon	NY
1	Marcellus	NY
1	Mechanicville	NY

1	New Hartford	NY
1	North Babylon	NY
1	OAKFIELD	NY
1	Plattsburgh	NY
1	Pleasantville	NY
3	Rochester	NY
1	Schaghticoke	NY
1	Wappingers Falls	NY
1	Westbury	NY
1	Woodstock	NY
2	Yonkers	NY
1	Ashland	OH
1	Aurora	OH
1	Austintown	OH
1	Barnesville	OH
1	Bexley	OH
3	Canton	OH
1	Centerville	OH
1	Chillicothe	OH
1	Cincinnati	OH
1	Clinton	OH
1	Columbus	OH
1	Englewood	OH
1	Fairlawn	OH
1	Ft Loramie	OH
1	Gahanna	OH
2	Heath	OH
1	Hilliard	OH
1	Lexington	OH
1	Lima	OH
1	Loveland	OH
1	Mansfield	OH
1	Mason	OH
1	Maumee	OH
1	Medway	OH
1	Mentor	OH
1	Newton Falls	OH
1	North Jackson	OH
1	North Ridgeville	OH
1	North Royalton	OH
1	Olmsted Falls	OH
1	Orient	OH
1	Parma	OH
1	Sagamore Hills	OH
1	Sharonville	OH
1	Stow	OH
1	Toledo	OH
1	Troy	OH
1	Twinsburg	OH
2	Vandalia	OH
1	Waterford	OH
1	West Chester	OH
1	Youngstown	OH

1	Bartlesville	OH
2	Broken Arrow	OH
1	Cheyenne	OH
1	Davis	OH
1	McAlester	OH
1	Mustang	OH
3	Oklahoma City	OH
1	Pauls Valley	OH
1	Stillwater	OH
1	Sulphur	OH
2	Tulsa	OH
1	Beaverton	OR
1	Bend	OR
1	Canby	OR
1	Central Point	OR
1	Coburg	OR
2	Eugene	OR
1	Hillsboro	OR
1	Keizer	OR
1	Klamath Falls	OR
2	Portland	OR
1	Salem	OR
1	Tigard	OR
1	Union	OR
1	Akron	PA
1	Allentown	PA
1	Cresco	PA
1	Dubois	PA
1	Edinboro	PA
1	Fogelsville	PA
1	Frackville	PA
1	Friedens	PA
1	Friendsville	PA
2	Gibsonia	PA
1	Greensburg	PA
1	Hollidaysburg	PA
1	Jefferson Hills	PA
1	Lewisberry	PA
1	Macungie	PA
1	Mechanicsburg	PA
1	Media	PA
1	Mineral Point	PA
1	Mohnton	PA
1	Mount Pleasant	PA
1	Murrysville	PA
1	N. Charleroi	PA
1	New Albany	PA
1	Newmanstown	PA
1	North Huntingdon	PA
1	Perkasie	PA
3	Pittsburgh	PA
1	Scranton	PA
1	Shickshinny	PA

1	South Park	PA
1	State College	PA
1	Sunbury	PA
1	Uniontown	PA
1	Waterford	PA
1	Waynesboro	PA
1	Williamsport	PA
1	Zelienople	PA
1	Cranston	RI
1	Chapin	SC
1	Charleston	SC
1	Cheraw	SC
1	Columbia	SC
1	Dillon	SC
1	Irmo	SC
1	Little Mountain	SC
1	Moore	SC
1	Mount Pleasant	SC
1	Murrells Inlet	SC
3	Simpsonville	SC
1	Summerville	SC
1	Taylors	SC
1	Belle Fourche	SD
1	Mitchell	SD
1	Piedmont	SD
1	Renner	SD
1	Sioux Falls	SD
1	Atoka	TN
1	BIG SANDY	TN
2	Bristol	TN
1	Chattanooga	TN
1	Englewood	TN
1	Franklin	TN
2	Gallatin	TN
2	Hendersonville	TN
1	Hermitage	TN
1	Jackson	TN
1	Kingsport	TN
1	Knoxville	TN
1	Lakeland	TN
1	Lebanon	TN
1	Lenoir City	TN
1	Lexington	TN
1	Madisonville	TN
1	Manchester	TN
1	Memphis	TN
1	Mount Juliet	TN
1	Murfreesboro	TN
1	Nolensville	TN
1	Somerville	TN
1	Springfield	TN
1	WARTRACE	TN
1	Lebanon	TN

1	Lenoir City	TN
1	Lexington	TN
1	Madisonville	TN
1	Manchester	TN
1	Memphis	TN
1	Mount Juliet	TN
1	Murfreesboro	TN
1	Nolensville	TN
1	Somerville	TN
1	Springfield	TN
1	Wartrace	TN
2	Abilene	TX
1	Alvin	TX
2	Amarillo	TX
1	Andrews	TX
1	Anna	TX
1	Arlington	TX
1	Austin	TX
1	Balmorhea	TX
1	Beeville	TX
1	Boerne	TX
1	Brownsboro	TX
1	Bryan	TX
1	Carrollton	TX
1	Chandler	TX
1	Coppell	TX
1	Corpus Christi	TX
1	Crowley	TX
1	Dallas	TX
1	Decatur	TX
1	Denton	TX
1	Dripping Springs	TX
2	El Paso	TX
1	Farmersville	TX
1	Fort Worth	TX
1	Frisco	TX
2	Gatesville	TX
1	Henderson	TX
1	Hideaway	TX
1	Horizon City	TX
3	Houston	TX
1	Iola	TX
1	Irving	TX
1	Katy	TX
1	Kempner	TX
1	Kenedy	TX
1	Kingwood	TX
2	League City	TX
1	Leander	TX
1	Lewisville	TX
1	Linn	TX
1	Little Elm	TX
1	Longview	TX

1	Lubbock	TX
1	Lumberton	TX
1	Mcallen	TX
1	McKinney	TX
1	Midland	TX
1	Mission	TX
1	Monahans	TX
1	Pantego	TX
1	Paris	TX
1	Plano	TX
1	Red Oak	TX
1	Richmond	TX
1	Robinson	TX
1	Royse City	TX
1	Salado	TX
1	San Angelo	TX
2	San Antonio	TX
1	Seabrook	TX
5	Spring	TX
1	Spring Branch	TX
1	Texarkana	TX
1	Victoria	TX
1	Waco	TX
1	Weatherford	TX
1	Wichita Falls	TX
1	Willow Park	TX
1	Wylie	TX
1	Bluffdale	UT
1	Draper	UT
1	Herriman	UT
1	Kaysville	UT
2	Layton	UT
1	North Salt Lake	UT
1	Riverton	UT
1	St George	UT
1	Taylorsville	UT
1	West Jordan	UT
1	Appomattox	VA
1	Bristol	VA
1	Chesapeake	VA
1	Evington	VA
1	Floyd	VA
1	Fredericksburg	VA
1	Front royal	VA
1	Hampton	VA
1	Henrico	VA
1	Mechanicsville	VA
1	Mt. Jackson	VA
1	North Chesterfield	VA
1	Seaford	VA
2	Virginia beach	VA
1	Washington	VA
1	Williamsburg	VA

2	Winchester	VA
1	East Thetford	VT
1	North Bennington	VT
1	Shelburne	VT
1	Colton	WA
1	Kennewick	WA
1	Lakebay	WA
1	Milton	WA
1	Mount Vernon	WA
1	North Bend	WA
1	Olympia	WA
1	Pasco	WA
2	Puyallup	WA
1	Spokane	WA
1	Spokane Valley	WA
1	Woodland	WA
1	Brantwood	WI
1	Burlington	WI
1	Delavan	WI
2	Eau Claire	WI
1	Florence	WI
1	Houlton	WI
1	Lodi	WI
1	Madison	WI
1	Menasha	WI
2	Menomonie	WI
1	Merrill	WI
1	Muskego	WI
1	Oak creek	WI
1	Oregon	WI
2	Oshkosh	WI
1	Port Washington	WI
1	Porterfield	WI
2	Prescott	WI
1	Solon Springs	WI
1	Sparta	WI
1	Star Prairie	WI
1	Wausau	WI
1	Charleston	WV
1	Fairmont	WV
1	Hedgesville	WV
1	Martinsburg	WV
1	Morgantown	WV
1	Oak Hill	WV
1	Parkersburg	WV
1	Petersburg	WV
1	Princeton	WV
2	St Albans	WV
2	Casper	WY
1	Cheyenne	WY
1	Gillette	WY
1	Lovell	WY
1	Rock Springs	WY

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.

While implementing hundreds of government contracts, Lawson has honed our ability to thoroughly and efficiently train our internal teams. Our government sales and operations team is dedicated to managing and growing Lawson's government contracts and creates and rolls out contract training programs that include the following teams:

- Sales representatives (off-site team)
- District sales managers (off-site team)
- Regional sales managers (off-site team)
- Technical and engineering support (corporate team)
- Customer service (corporate team)
- Marketing (corporate team)
- Accounting (corporate team)

In addition, a district-level Lawson rep will be appointed as their district's local "expert" and ambassador available to assist their peers with any ongoing day-to-day questions.

Lawson has nationwide contracts currently with other cooperative agencies that include OMNIA Partners, Kinetic, Health Systems and many other contracts around the USA and oversees with GSA, the Navy, the Air Force, and the Department of Defense. Lawson Products also has hundreds of contracts with large strategic customers around the USA and in Canada, including Schlumberger, United Rentals, Delta, Ameriquest, Motion Industries, Camping World, and more. The government sales and operations team will retain this award with the same momentum and attention to detail.

The first 90 days after the award are critical in creating alignment, engagement, and excitement amongst our corporate support departments (e.g., marketing, customer service, sales operations, contracting, legal, etc.) and 1,000 field sales representatives and sales leaders.

Below is an example of a 90-day plan describing the strategy to immediately implement with Lawson's sales organization and corporate support teams the Master Agreement as Lawson's primary go-to-market strategy for public sector agencies. This plan is designed to be flexible and informed by the customer.

Days 1-10:

- Work with customer's development team and sales managers to collaborate on the implementation strategy for the contract overall and separately by SLED segments, including communication plan and training best practices
- Announcement of the award and describing key implementation tactics to follow from executive leadership, including the CEO and SVP of Sales using inter-company communications platforms and media:
    - Stand-alone email announcement
    - "Sales News" newsletter announcement
    - Message on the homepage of Lawson Central, Lawson's intranet
    - Messages in newsfeeds of Microsoft Teams, Lawson's internal sales "social networking" platform
- Webinars and lunch-and-learns to deliver targeted information specific to each department regarding their role in supporting the contract.
    - Sales
    - Sales Operations
    - Customer Service
    - Contracting
    - Legal
    - Accounting
    - Marketing (communications and digital)
    - PR

- Sourcing
- Pricing Operations
- Update the customer's page on Lawson's intranet with new contract documentation and revised marketing materials
- Assign regional sales managers, district sales managers and field sales representatives to the mandatory digital curriculum in Lawson University, Lawson's interactive training and education platform. State and local sales education curriculum includes:
- Selling the lead agency and cooperative procurement model
- Compliance to contract terms and conditions
- Understanding the public procurement process
- Positioning Lawson in public sector accounts

Days 11-45:

- Load latest customer participant list into customer management system for assignment to individual regional sales managers, district sales managers and field sales representatives
- Send district managers and field sales representatives supporting marketing tools, including flyers and brochures that specifically promote the contract with Lawson
- Based on strategy, establish customer-hosted training opportunities for Lawson's regional sales managers and district sales managers
- Deploy government sales account managers to each district to assist district managers and field sales representatives with opening new accounts and transitioning existing eligible public sector accounts to the contract
- Check in regularly with all Lawson departments impacted by the new contract (e.g., customer service, accounting, etc.) for feedback on progress and challenges

Days 46-90:

- Government sales account managers host district workshops in each U.S. sales district to deliver contract details, customer-level implementation plans, and reinforce previously delivered digital education topics on how to sell cooperative agreements
- Monitor and measure conversion of new accounts to the agreement
- Follow-up with district managers and field sales representatives for feedback on their experiences and progress proliferating the new contract
- Continue to check in with all Lawson departments impacted by the new contract to ensure seamless experiences for all contract users and participants
- Follow-up with development and sales teams to gauge success and determine next steps

What is your company's plan, if your company were awarded the contract, to service up to 29 states. Describe if your company has a national sales force, dealer network, or distributor(s) with the ability to call on eligible agencies in the participating states in AEPA.

Our ability to service our customers with just in time Vendor Managed Inventory (VMI) sets us apart from our competitors. Although other competitors offer VMI, Lawson provides a dedicated, local sales representative so there is continuity in the account and familiarity with their needs. In addition to more than 1,000 sales representatives across the U.S. and Canada, customers also have access to our full distribution centers, our dedicated customer service staff, a fully supported engineering staff, and training staff at the ready to service your specific needs.

Lawson's distribution centers are located strategically throughout North America to help support all of North America, including Alaska, Hawaii and Puerto Rico. This allows Lawson the ability to always ensure there is ready, available stock on hand at all times. Each distribution center has will call windows that allow customers to pick up product should they need it however, with Lawson's policy of 24-hour shipping and having the right product when you need it, we can ensure product gets in the hand of all members within a 24-hour period and allows the end user customer to simply focus on their mission.

Products, Services & Solutions

Provide a description of the Products, Services & Solutions to be provided by the product category set forth in Part B - Specifications. The primary objective is for each Supplier to provide its complete product, service, and solutions offerings that fall within the scope of this solicitation so that participating agencies may order a range of products as appropriate for their needs.

Lawson offers more than 350,000 standard products in our current offering of fleet and equipment maintenance products and more than 60,000 products within our automotive group (Kent Automotive). As we strive to meet all our customers' needs, we continue to add new lines to our offerings. In addition, our Special Product Sourcing Group supports any product needs outside of our current offering, if needed. This group is able to source any and all products.

The majority of Lawson's product offering and sales percentages by category are:

- Fastening Systems (nuts, bolts, screws) – 22%
- Cutting Tools and Abrasives (drill bits, saw blades, grinding discs) – 14%
- Fluid Power (hoses and fittings) – 13%
- Chemicals (adhesives, coatings, paints, drain maintenance) – 11%
- Electrical (adapters, wire, connectors, battery maintenance) – 10%
- Aftermarket Automotive Accessories (repair clips, wheel weights, bulbs) – 7%
- Safety (personal protective equipment, apparel, sighs, logout tag-out) – 6%
- Welding and Metal Repair (welding tools, helmets and accessories) – 2%
- Other (shop supplies and hand tools) – 15%

An overview of our fastener product categories and SKU numbers, include but are not limited to:

Fasteners - 23,702 items
Lawson carries bolts, washers and socket screws in various sizes for applications ranging from sheet metal to wood. Our assortments of nuts and bolts, when combined with our washers and retaining rings, provide complete fastener coverage for your on-site applications.

- Anchors
- Bolts
- Collars
- Nuts
- Pins/Keystock
- Rivets
- Rod/Studs
- Screws
- Socket Screws
- Washers

Automotive - 5,466 items
Lawson caters to your automotive needs whether you are looking for body hardware for specific makes and models, brake hardware or accessories, or fleet maintenance parts to keep your business moving.

- Body Hardware
- Body Shop Supplies
- Brake and Wheel
- Fleet/Truck Specific
- Keys and Key Machines
- Repair Harness Assembly
- Universal Parts
- Wheel Weights
- Wiper Blades

Chemicals - 1,659 items
Lawson offers threadlockers and thread sealants to provide lasting adhesive bonds while our penetrating oils break through rust and corrosion. Our selection of multi-purpose cleaners and degreasers cut through greases and oils to keep you up and running.

- Adhesives
- Application Equipment
- Cleaners
- Coatings
- Floor Care
- Lubricants
- Odor Control
- Patching
- Sewer and Drai
- Specialty Maintenance

Cutting Tools and Abrasives - 10,013 items
Lawson provides a wide variety of drill bits, hole saws and taps for a variety of metals and wood. Our abrasives, coated discs and grinding wheels will prepare surfaces for your applications.

- Annular Cutters
- Bandsaw Blades
- Bonded Abrasives
- Bristle Discs
- Carbide Burs
- Coated Abrasives
- Countersinks
- Dies
- Drill Bits and Rods
- End Mills
- Files
- Hole Saws
- Reamers
- Saw Blades
- Taps
- Thread Repair
- Wire Brushes

Electrical - 6,890 items
Keeping your business up and running requires dependable electrical products such as wire, cables and circuit breakers. Kent Automotive offers electrical equipment for lighting, wire protection as well as electrical testing. Our full product offering means you can find your electrical equipment products in one place.

- Cable Ties, Clamps and Accessories
- Cable, Cord and Accessories
- Conduit and Accessories
- Electrical Testing
- Electrical Tools
- Electrical Wire
- Fleet & Automotive
- Fuses and Circuit Breakers/Testers
- Lighting
- Terminals and Wire Connectors
- Wire Protection and Accessories
- Wiring Devices

Fluid Power - 18,230 items
A complete hydraulic solution requires the right hoses, fittings and filters. At Kent Automotive, we not only provide complete hydraulic solutions, but we also offer the crimpers and tools to complete the job.

- Brass, Iron and Steel Fittings
- Fleet Fluid Power
- Hydraulic
- Industrial Hose
- Pneumatic/Instrumentation

Hand Tools - 5,577
Hand Tools are a staple for any warehouse, garage or even office. Lawson Products carries a wide selection of durable tools to help you complete any task. Shop our inventory of air tools, clamps, pliers, hammers, and even storage & accessories.

- Chisels, Punches and Picks
- Clamping and Holding
- Cutters and Pliers
- Hammers and Striking Tools
- Knives, Multi-Tools and Accessories
- Measuring and Layout Tools
- Power Tools and Accessories
- Screwdrivers, Bits and Accessories
- Sockets, Drive Tools and Accessories
- Tool Storage and Equipment
- Wrenches and Accessories

Material Handling - 2,710 items
Your operation requires heavy lifting, rigging, scaffolding and storage. Look no further than Kent Automotive. Our complete line of material handling supplies provide dollies for moving products or equipment, jacks and lifts to handle heavy lifting, and boxes and chests to store important parts and supplies.

- Chain and Attachments
- Hardware
- Ladders, Platforms and Scaffolding
- Roller Chain and Tools
- Rope, Straps and Tie Downs
- Slings
- Storage
- Wire Rope and Accessories

Safety - 3,244 items
Keeping employees safe is crucial to your company's success. Partner with Kent Automotive for safety products ranging from work gloves and eye protection to fall prevention and safety tape.

- Clothing
- Ergonomics
- Eye Protection and Wash
- Face Protection
- Fall Protection
- Fire Protection
- First Aid
- Flame Resistant Products and Storage
- Foot Protection
- Hand Protection
- Head Protection
- Hearing Protection

- Identification
- Matting
- Security
- Spill Control
- Welding

Shop Supplies - 915 items
Tool storage, brooms and mops as well as rags and towels are important shop supplies to keep operations running. Look to Kent Automotive for shop supplies and accessories.

- Application Equipment
- Brooms, Brushes and Dustpans
- Fluid Handling Tools
- Identification Markers
- Shims/Shim Stock
- Springs
- Tape
- Storage

Welding - 1,278 items
Lawson welding alloys, solders and welding wire are suited for your toughest welds and applications while our safety masks and helmets will protect you on the job.

- Brazing Alloys
- Hardfacing Alloys
- Soldering
- Welding Alloys
- Welding Process Products and Consumables
- Welding Chemicals
- Welding Tools

Distribution

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

Lawson distributes products from its 300,000-square-foot facility in McCook, IL, as well as several strategically located distribution centers in North America. Lawson ships to customers in all 50 states, Puerto Rico, Canada, Mexico and the Caribbean.

Lawson has six state-of-the-art distribution centers across the U.S. that:

- Ship 99% of all lines complete within 24 hours
- Offer will-call services at each center
- Ship FOB Destination for standard shipping methods
- Guarantee next day delivery in an emergency utilizing air freight service, if necessary
- Offer customer emergency pick-up service for necessary parts through will-call

Lawson's distribution centers are located strategically to ensure there is ready, available of stock on hand at all times. Each distribution center has will call windows that allow customers to pick up product should they need it however, with Lawson's policy of 24-hour shipping and having the right product when you need it, we can ensure product gets in the hand of all members within a 24-hour period and allows the end user customer to simply focus on their mission. Lawson ships via all ordering methods FOB Destination for standard shipping methods.

Our McCook facility houses more than $25 million in annual stock and is the center point of all our other distribution centers in the U.S. market. The location helps feed product into all our other centers across the country, which allows

Lawson the ability to always ensure there is readily available stock on hand at all times. With our "Just In Time" inventory solutions, customers will virtually eliminate the need to alternatively source products for their immediate inventory needs.

In April 2022, Lawson relocated its Greenville, TX distribution center to Dallas. The new center features several physical and system security upgrades to comply with the Department of Defense Cybersecurity Maturity Module Certification requirements. The new distribution center also houses all of Lawson's Torrent Parts Washer operations, including certifying all new machines and refurbishing older machines. In addition, all proprietary Cryo technology treatments and other activities are conducted here.

Lawson acquired Screw Products in 2018. Screw Products is a leading regional distributor of bulk industrial products to national manufacturers and job shops that provides customized fastener and components packaging, plating, sub-assembly, and kitting services from its McCook, Illinois and Dayton, Ohio warehouses.

In addition, Lawson acquired Partsmaster, a division of NCH, in 2020. Partsmaster is a premier MRO provider dedicated to keeping its customers running. The company's industry-leading solutions increase customer productivity, improve user safety, increase asset longevity and promote environmental responsibility. This is directly in-line with Lawson's philosophy, which makes this acquisition an exact DNA fit and increases our value proposition to our customers.

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

Center Type	City	State
Distribution Center	McCook	IL
Distribution Center	Suwanee	GA
Distribution Center	Reno	NV
Distribution Center	Dallas	TX
Distribution Center	Dayton	OH
Distribution Center	Waco	TX

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

N/A – Lawson is a distributor and does not use subcontractors, installers or any other independent services.

Provide a list of current subcontractors, distributors, installers, and other independent service providers who are contracted to perform the type of work outlined in this solicitation in the member agency states. Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

N/A – Lawson is a distributor and does not use subcontractors, installers or any other independent services.

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.

Lawson is committed and supports the growth of businesses owned by minorities and women by giving these businesses the opportunity to compete for our business. An expanding distribution network, wide selection of product and delivery options help customers save time and money.

In establishing relationships with new vendors and working with established vendors, Lawson tracks and records each vendors' classification (large business, small business, minority owned, women owned etc.). When researching,

reviewing and selecting new vendors for our business, Lawson takes many important factors into consideration including: Vendor Quality systems, financial strength, strength of supply chain and pricing. Ultimately, we strive to establish vendor relationships with all size, scope and category of supplier in order to provide the best overall quality and selection of product we can for our customers.

Lawson currently has subcontracting goals of 40% for Small Business (SB), 3% for HUBZone Small Business (HZSB), 6% for Small Disadvantaged Business (SDB), 5% for Women-Owned Small Business (WOSB), 5% for Veteran-Owned Small Business (VOSB) and 3% for Service-Disabled Veteran-Owned Small Business (SDVOSB).

Lawson actively promotes the inclusion and growth of small, disadvantaged business types in its supplier base. As shown in the numbers above, in order to achieve even modest growth toward Lawson's goals requires a large reallocation of supply dollars to small business vendors. Lawson's goods are often manufactured to exact engineering specifications, backed by a Lawson's liability policy. As a result, finding alternative sources of supply for core products is not always an easy task.

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.

Following is a list of several activities or programs that we have instituted in support of these goals:

1. Program Management:
    a. We attend local trade fairs sponsored by the SBA and the Lake County Procurement Assistance Center to promote local small and disadvantaged businesses. Lawson will continue to identify potential minority suppliers who we believe will help us to attain our category goals.

2. Vendor Sourcing and Selection:
    a. As a part of an annual review of all existing small business vendors, Lawson contacts each company to review its full capabilities, and better understand if Lawson may increase its business with that company. We continue to place particular emphasis on any HUBZone, Small Disadvantaged and SDVOSB businesses to increase the percentage of business Lawson Products is able to pass on to these businesses. One example of our outreach to small businesses, our entire printing and merchandising functions at Lawson Products has been sourced to a local Chicago-based Small Business Enterprise as of FY2007. This includes the annual printing of Lawson's product catalog – and all collateral available for use by our sales force and customers.

    b. Freight services continue to be a target area for Lawson to make strides toward its subcontracting goals. Our freight managers regularly have discussions with Small Business firms to assess potential opportunities.

    c. Lawson's cabinetry, which is utilized by our customers to stock hardware and MRO supplies, continues to be a targeted area for opportunity. Lawson has identified and secured a HUBZone supplier.

3. Small and Disadvantaged Business Partners
    a. Outside of these efforts, Lawson has also established a "Diversity Marketing Program" for both Strategic and Government accounts. The aim of this program is to establish relationships with Veteran Owned and Veteran Disabled companies through teaming relationships. We have established such business relationships with select companies and continue to actively pursue others in order to have a footprint of relationships with small business partners that are nationwide.

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.

Currently, Lawson is conducting business with small businesses, minority business enterprises, women-owned businesses, veteran-owned businesses and minority women business enterprises. Lawson's cabinetry, which is utilized by our customers to stock hardware and MRO supplies, continues to be a targeted area for opportunity. Lawson has identified and secured a HUBZone supplier.

Below are companies by small/MWBE designation that supply a variety of MRO products to Lawson.

Women-Owned Business Enterprise
SHARK INDUSTRIES LTD
THE M K MORSE COMPANY
WHITE PRODUCTS DIVISION
FORM-A-FUNNEL INC
COPPER STATE BOLT & NUT CO
MERCANTILE DEVELOPMENT
COILHOSE PNEUMATICS INC
SOLUTION PLUS INC
BONDHUS CORPORATION
FREELIN-WADE A COILHOSE CO
FJC
DARLING BOLT CO
BILLCO CORPORATION
ICO RALLY
BIHLERFLEX LLC
WELDING ALLOYS USA
AWAY CHEMICAL CORP
WESTCOTT DISTRIBUTION
PERFORM MANUFACTURING
HAVILAND CORPORATION
THE BETTER BUNGEE
ICS CUTTING TOOLS INC
SAFEWORLD INTERNATIONAL INC
TRI-CON LLC
SE-KURE DOMES & MIRRORS
DUSTLESS TECHNOLOGIES
MR LONGARM INC
SAFETY VEHICLE EMBLEM/FLASHERS
BENCHMARK FR
FINKEL SUPPLY INC
CARLTON INDUSTRIES LP
BATTERYJUNCTION.COM

Minority Women-Owned Business Enterprise
CEC INDUSTRIES LTD
MIDWEST ACORN CO

Veteran-Owned
PETOSKEY PLASTICS
ANTI-SEIZE TECHNOLOGY INC
KAPP ALLOY & WIRE INC
MIDWEST WHOLESALE CONTAINER
RGF MATERIALS CO.
SUPERFLASH COMPRESSED GAS DIV
MILLER PRODUCTS CO

TIRE SEAL INC
FULTON INDUSTRIES INC
MADSEN & HOWELL CORP

Minority Enterprise & Veteran-Owned
AMERICAN KAL ENTERPRISES INC

Minority Business Enterprise
INTERCORP
WASHINGTON ALLOY CO

Woman-Owned & Service-Disabled Veteran-Owned
QUALTOOL INC

Marketing

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

Name	Title	Phone	Email
Deanie Sweeney	Government Program Manager	404-421-7654	deanie.sweeney@lawsonproducts.com
Derek Schmidt	Manager, Marketing Programs & Operations	773-304-5639	derek.schmidt@lawsonproducts.com
Rick Carter	Sr Manager, Marketing	773-304-5340	rick.carter@lawsonproducts.com

Describe how this business marketed its products and services to schools, nonprofit organizations, and other public sector audiences in Fiscal Year 2021– 2022 (July 1 – June 30). List all conventions, conferences, and other events at which this company exhibited.

Lawson has extensive experience in developing strategic marketing plans supporting other national organizations and contracts in the Government market. These include our Federal GSA contract and DOD contract, our many State and local government contracts, Lawson's additional Cooperative Contracts around the USA, the Canadian government customers at the Provincial level, Federal level, Crown level, and special programs Lawson has in place with the DLA in support of our troops here at home and overseas.

Overall, our marketing materials will be delivered to public sector customers and prospects via the following channels/platforms:

- In person via our direct sales force of over 1,000 sales representatives and managers
- Digitally on our website and through our direct marketing email program
- Broad-based marketing using tactics like advertising and tradeshow activation with key national and regional procurement associations
- Co-branded marketing in partnership

For Fiscal Year 2021-2022, Lawson marketed it products and services to schools, nonprofit organizations and other public sector audiences in a variety of ways.

Tradeshows Attended

- NIGP (Institute of Public Procurement) – August 2022 in Boston
- NAEP (National Association of Education Procurement) – June 2022 in Dallas
- Lawson is currently looking to attend other shows as recommended

Online
Lawson has a dedication section on its website focused on the school and education sector at https://www.lawsonproducts.com/resources/k-12-higher-education

Sales & Marketing Program – Sell by Department
Lawson has created a unique sales program designed to show how we provide and solve problems by application to schools, fleets (bus barns) facility maintenance and higher education.
https://catalogs.lawsonproducts.com/mrodepartmentsolutions/

This program is supported internally with all sales representatives through our Lawson U educational training for all current and new hires, is promoted through our internal website, external website and is reinforced with a printed display book provided to all sales reps to use with customers during on-site location visits.

In addition, Lawson created specific flyers for specific applications by department suggesting applicable products and special assortments and bundles. These are currently available for Facilities, Fleet & Transportation, Water Treatment and Lawn and Grounds.

Custom content can also be created. For example, Lawson worked with OMNIA Partners to create a variety of content for its customer portal to support two purchasing contracts (one for MRO and one for Automotive Parts & Supplies). This included:

- Microsite
- Case Studies
- Thought Leadership Blogs
- Sales Education Courses
- Flyers

Lawson also develops specific flyers for every school contract, including detailed contract information, product categories and contact information.

Please see the examples in Exhibit A – Marketing Plan.

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.

Lawson believes the dual concept of onboarding, strategic marketing and contract implementation are inextricably intertwined; the success of any long-term contract hinges on the understanding of mutual expectations and consistent implementation across all locations. Lawson's post-award approach, therefore, links two complementary strategies; Award Implementation/Onboarding and Marketing.

Lawson's North American Marketing team is dedicated to promoting Lawson's value and capabilities to the Government/Private Sector market. Marketing will develop a strategic plan focused on promoting the value both organizations bring to our mutual customers so they can see the overall value in this Purchasing Program contract.

Lawson has extensive experience in developing strategic marketing plans supporting other national organizations and contracts in the Government market. These include our Federal GSA contract and DOD contract, our many State and local government contracts, Lawson's additional Cooperative Contracts around the USA, the Canadian government customers at the Provincial level, Federal level, Crown level, and special programs Lawson has in place with the DLA in support of our troops here at home and overseas. The government sales and operations team will retain this award with the same momentum and attention to detail.

With the full support, strategic vision, and enthusiasm of Lawson's Government Sales Managers, public sector contracting specialists, sales leaders, and executive leaders, our marketing program will be implemented quickly and with the full scope of public sector touchpoints in mind.

We will develop materials for online and digital websites, microsites, develop co-branded flyers and promote the partnership on all marketing channels, both internally and externally.

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

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

We will market the contract in a variety of ways:

- Lawson Sales News
- Teams
- Lawson Central
- Website
- Sales Education/Modules &Training
- Contract Flyers
- Contract Fact Sheet
- State Launches
- Government Managers infield training (regional Meetings, District Meetings and Sales Calls)

Overall, our marketing materials will be delivered to public sector customers and prospects via the following channels/platforms:

- In person via our direct sales force of over 1,000 sales representatives and managers
- Digitally on our website and through our direct marketing email program
- Broad-based marketing using tactics like advertising and tradeshow activation with key national and regional procurement associations
- Co-branded marketing in partnership

Marketing communications in channels 1-3 above will be segmented according to the following audiences to ensure appropriate messaging and call-to-action:

- Public agencies piggybacking Lawson's applicable existing contract
- Eligible public agencies that are current customers of Lawson, but are not leveraging our partnership
- New public agencies not currently doing business with Lawson

Days 1-10:

- Host conference call with development and marketing teams to discuss best practices and framework for marketing program
- Confirm existing registration at key national and regional tradeshows
- Extend registration to other regional tradeshows with dates TBD (at the time of bid response)
- Release co-branded press release to trade and public sector procurement publications

- Engage Lawson's PR firm to identify opportunities for case studies with participants continuing their relationship with Lawson on the new award, emphasizing the value and efficiency of the cooperative model
- Host kick-off meeting to assign roles and responsibilities to the implementation team, including representatives from the following disciplines:
    - Sales
    - Sales Operations
    - Customer Service
    - Contracting
    - Legal
    - Accounting
    - Marketing (communications and digital)
    - PR
    - Sourcing
    - Pricing Operations

Days 11-45

- Update all existing printed marketing materials with new award details and identify new materials to be created; deploy to sales representatives and managers for use
- Update Lawson's intranet site to reflect new award details
- Update Lawson's public website to reflect new award details and digital versions of marketing materials
- Schedule and socialize availability of customer training webinars for existing customers and prospective agencies considering a cooperative agreement
- Create framework for email program to all of Lawson's public sector email subscribers
- Identify case study participants and begin working accordingly with willing agencies
- Solidify PR and advertising opportunities with pre-vetted publications recommended by PR firm (e.g., editorial placements, op-eds, paid advertisements)
- Begin production of state and local government product marketing flyers, segmented by department/agency (e.g., Facilities maintenance, fleet and transit maintenance, etc.)
- Set goals for existing account growth and new account conversion by sales district
- Regular implementation team meetings and updates on progress to team

Days 46-90

- Create reporting format for monthly district-level reporting, and mechanism for auto-generation and distribution to district sales managers
- Rollout email program, case studies, PR engagements and product marketing flyers
- Regular implementation team meetings and updates on progress to team

The knowledge and experience our entire sales organization, corporate partner departments, and executive leadership will be an asset to another contract implementation, were we to be awarded the opportunity.

Environmental Initiatives

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

Through a broad mix of initiatives, Lawson Products is increasingly focused on how to operate more visibly as a "green" company. Lawson Products has introduced an environmentally friendly product line, employed innovative reclamation techniques and products to keep hazardous materials out of landfills, and promoted recycling and environmentally friendly cleaning practices across its business locations.

Lawson is cognizant and endeavors to promote environmental sustainability goals that help position our company to succeed in an increasingly resource-constrained world. Lawson is very versed in the Government Sales/Public Sector

space. Lawson's sustainability standards for products are based on life cycle research and are developed in an open and transparent stakeholder process.

Lawson recognizes different government entities employ varying degrees and methodologies for evaluating a supplier's sustainability level. We are committed to shaping our future sustainability initiatives.

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

Lawson continues to acquire and source more environmentally sound products that are GS-37 certified (Green Seal), NEMA certified, and RoHS certified. Lawson Products understands that Environmentally Preferable Purchasing (EPP) helps the government "buy green," and in support of these customers Lawson Products will continue to build a market demand for green products and services.

Lawson Products offers a variety of products that meet the EPP definition. These products are identified on our website and catalog with certifications listed on individual product pages. A list of EPP products can also be provided upon request.

Lawson also uses these benchmarks to help build our company's social and environmental responsibilities: OSHA (Occupational Safety and Health Administration), EEOC (Equal Employment Opportunity Commission), CPSC (Consumer Product Safety Commission), and the EPA (Environmental Protection Agency).

We have worked to develop a new set of goals by assessing the external influences that could potentially impact our company and in turn, our customers, over the near and long term. All required product from Lawson is labeled to meet all ECCO Standard requirements with Eco-labels, Green Stickers Design for the Environment, Energy Star, Certifications, etc. This labeling of products is overseen and audited following Lawson's ISO 9001.

The environmental footprint of our products can be favorably impacted by how we decided to make them and purchase them. So, we use green and sustainable design principles and other environmental design criteria in the development of our manufactured spec processes within our proprietary product, our distribution and our packaging right from the start.

Lawson Products continues to consider environmentally preferred products that meet customer needs. In addition to recycling and more efficient energy usage initiatives, Lawson continues to acquire and source more environmentally sound products that are GS-37 certified (Green Seal) and RoHS certified.

GS-37 certified (Green Seal): Green Seal® is the nation's premier non-for-profit ecolabel, symbolizing transparency and integrity in identifying products that reduce toxicity to the environment. The Green Seal Standard for Industrial and Institutional Cleaners, GS-37, establishes requirements for industrial and institutional general-purpose, restroom, glass, carpet cleaners, and biologically-active cleaning products (enzymatic and microbial products for routine cleaning). Green Seal's evaluations are conducted within scientific facilities and use internationally accepted standards. For a full list of evaluation criteria, please see https://www.greenseal.org/green-seal-standards/gs-37/.

RoHS certified: The RoHS directive aims to restrict certain dangerous substances commonly used in electronic and electronic equipment. The Reduction of Hazardous Substances (RoHS) regulations set limits for the following substances:

- Lead
- Mercury
- Cadmium
- Hexavalent Chromium
- Polybrominated Biphenyls (PBB)
- Polybrominated Diphenyl Ethers (PBDE)

For a full list of evaluation criteria, please see http://rohscertificate.com/.

By targeting enhanced green purchasing, Lawson strives to meet green purchasing requirements, raise awareness of better procurement as a pollution prevention tool, and facilitate continual improvement in environmental performance through proactive green purchasing and contracting activities. All products we have today comply with federally mandated regulations that do apply regarding the use of environmentally preferred products.

Earth Harmony™ is an exclusive Lawson Products line of green products developed with the safety and protection of our customers and the environment in mind.

- Cleaners - High performance cleaners increase operator safety and provide customers with reduced shipping and disposal cost.
- Lubricants - Biodegradable lubricants are made from renewable base oils and are designed for heavy-duty, extreme pressure applications.
- Coatings - Low VOC water-based coatings protect surfaces from rust and corrosion with exceptional durability and resistance to abrasion.
- Ice Melter - Non-flammable ice melter does not contain glycols or alcohol and also will not harm vegetation.
- Drain Maintenance - Bacteria-based formulations breakdown grease reducing clogging and are also non-caustic and non-corrosive.

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

Lawson believes the incorporation of sustainable business practices increases our operational effectiveness, can decrease costs and promotes a positive corporate culture.

Lawson's sustainability core team includes Rick Pufpaf, VP, Compensation & Benefits and Chief Compliance Officer, Heather Buck, Senior Director, Technical Services and Product Information Management, and Nick Del Vecchio, Manager, Safety.

Lawson Products has introduced an environmentally friendly product line, employed innovative reclamation techniques and products to keep hazardous materials out of landfills, and promoted recycling and environmentally friendly cleaning practices across its business locations.

Over a six-month period, Lawson Products disposed of 2,000 boxes of old files that were shredded and recycled. That spared 150 skids worth of material from going to the landfill and avoided waste removal costs. Lawson also took part in the removal of 60 dumpsters of materials at no cost to the company. Lawson's warehouses established

Three major recycling projects:

1. Corrugate: removing 12 tons from one location in less than four months and loading this material into bins that Receiving then unloaded and recycled in the Corporate Warehouse;
2. Paper: removing 36 skids from the old print shop that were hauled away (for free) by a local recycling company;
3. Miscellaneous items: disposing of thousands of old files, papers, boxes, and obsolete or unused equipment and aluminum and plastic recycling.

Lawson Products has partnered with UPS for inbound and outbound shipping and transportation practices. UPS has an established documented Environment Policy. In an effort to maintain a leadership role in protecting the environment, UPS continually strives to improve technology and environmental performance. All their people are responsible for pollution prevention, resource conservation and compliance with applicable environmental laws and regulations.

UPS complies with current regulatory and government agency requirements and follows their own documented environmental policy and guidance statements in order to meet specific sustainability objectives.

UPS has in place an extensive Environmental Management System (EMS) in the United States for monitoring environmental performance and following up on issues and opportunities that may arise from their monitoring

activities. They have developed their EMS to mirror most of the principles of the ISO 14001 standard. To ensure that their policies are practiced, they employ Region Environmental Managers and District Environmental Coordinators throughout their operations. Their role is to monitor and maintain compliance with environmental regulations, to train other operational personnel, and to raise awareness regarding all environmental aspects of our operations. Training programs to assist Environmental Coordinators cover a wide range of topics, including water and air quality, automotive environmental procedures, hazardous waste management, spill response plans, underground storage tanks and others.

Lawson recognizes different government entities employ varying degrees and methodologies for evaluating a supplier's sustainability level. We are committed to shaping our future sustainability initiatives.

Lawson partners with several local businesses that specialize in manufacturing custom packaging.

- Automated Packaging Systems Inc. plastic bag products comply with the requirements of the Coalition of New England Governors (CONEG) concerning heavy metals content. The sum concentration of Lead, Cadmium, Mercury, and Hexavalent Chromium (inks and plastics inclusive) does not exceed 100 ppm. The regulated metals are not intentionally added during the manufacturing process. The use of thin mil polybag packaging methodology optimizes the balance of minimizing the amount of packaging material required while maximizing individual product protection in numerous commercial and FDA-regulated industries. Polyethylene is recyclable plastic.
- Sheboygan Paper Box is supplied by Mead Westvaco which uses Custom Kote board which is used for Lawson Products boxes and is comprised of 7-14% post-consumer content.

In addition, Lawson sells chemicals in bulk concentrate to save on packaging waste. Example: 1 gallon of concentrate is equivalent to 40+ quarts of plastic bottles. Our corrugated shipping cartons can all be recycled as can some of our packaging cartons. As a company, we recycle all our corrugated waste.

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

Lawson Products offers a comprehensive product offering for a diverse range of industries and applications. Our products are not easily segmented into an EPP classification, but we do offer alternatives for products subject to local and state regulations, as well as customer component restrictions. We continually review our product offering to meet the needs of our customers.

Additional Information

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

Lawson has been continuously in business since its founding in 1952. Even during 2020, navigating the COVID-19 pandemic, Lawson remained positioned for growth and success and recorded an 18.8% increase for the 2021 fiscal year compared to 2020. Recent annual sales include:

- 2017 - $305,907,000
- 2018 - $349,637,000
- 2019 - $370,785,000
- 2020 - $351,600,000
- 2021 - $417,700,000

Lawson has more than 250 direct contracts with government agencies, including the Federal Government and the Department of Defense, in addition to contracts at the state, city, or county level in every U.S. state.

Lawson's total government sector, including military sales, garnered $35,097,293 in 2020 and $39,799,455 in 2019, an average of approximately 10% of total company sales. Lawson's SLED (State, Local and Education) sector garnered $25,620,012 in 2020 and $25,459,427 in 2019, an average of approximately 7.5% of total company sales.

In the state, local government and education sectors (SLED) Lawson does business in the U.S. and Canada directly with entities and via cooperative agreements. The SLED sectors comprise 75% of our total government business.

Some examples of government agencies and departments that partner with Lawson Products at the state, county, city, and education levels include:

- Departments of Transportation
- Departments of Corrections
- Transit Authorities
- Departments of Public Works
- Fleet Management Departments
- Parks Departments
- K-12 schools
- Higher education institutions
- Vocational and technical schools and more

Lawson currently has contracts with 6 cooperatives serving the U.S. and Canada, which have grown 364% during the last 2 years. Our largest cooperative, OMNIA Partners, was awarded in 2015 (as TCPN) and was recently renewed in 2020. Within the first 2 years of the contract, it grew from zero sales to more than 25,000 publicly funded sites around the U.S. with annual sales hitting nearly $10M in 2019. We also currently have a contract with Kinetic GPO, which has garnered approximately $60,000 in sales, and was just renewed in 2022. PSA is also a current cooperative contract with Lawson. Since 2017, the contract has earned more than $1.1 million in sales, including two 1-year contract extensions in 2020 and 2021.

Benefits of Working with Lawson

Lawson goes to market very differently from its competitors – our products are specified and engineered for rigorous maintenance and repair applications. Additionally, Lawson's product line is focused on small, consumable parts used in automotive, fleet, and equipment maintenance repair. We also offer value added services that differentiates us from typical Retail vendors through inventory solutions, broad product knowledge for best use applications, product education and investment back into the company to empower customers and field sales representatives alike.

Ability to Service Locally

Lawson's distribution centers are located strategically throughout North America to help support all of North America, including Alaska, Hawaii and Puerto Rico. This allows Lawson the ability to always ensure there is ready, available of stock on hand at all times. Each distribution center has will call windows that allow customers to pick up product should they need it however, with Lawson's policy of 24-hour shipping and having the right product when you need it, we can ensure product gets in the hand of all members within a 24-hour period and allows the end user customer to simply focus on their mission.

Extensive Experience

Lawson has been in business since 1952. Our ability to service our customers with just in time VMI inventory sets us apart from our competitors. Although other competitors offer VMI, Lawson provides a dedicated, local sales representative so there is continuity in the account and familiarity with their needs. Customers also have access to our full distribution centers, our dedicated customer service staff, a fully supported engineering staff, and training staff at the ready to service your specific needs.

Vendor Managed Inventory Capabilities

The goal of Vendor Managed Inventory (VMI) is to provide a mutually beneficial relationship where both sides will be able to consistently and accurately control the availability and inventory of goods for one or more locations. In onsite distribution and supply stocking services, Lawson assumes the role of inventory planning for the customer.

Instead of the customer reordering when its supply has been exhausted, Lawson is responsible for replenishing and stock the customer location at appropriate levels based on the location's consumption mid/max levels. VMI helps eliminate out-of-stock situations while improving supply chain performance.

Lawson Spend Management
Business Objectives
When you partner with Lawson Products, we will provide:

1. Overall cost savings
2. Vendor consolidation – single point of contact
3. Custom and standardized inventory
4. Increased productivity with MRO inventory management
5. Transparent MRO reporting
6. Long-term MRO solutions
7. Application-matched product solutions that reduce down time

Lawson's proven track record of business credibility, reputation and decade-long international commerce experiences with key suppliers is an important strength. Our philosophy is to provide "the right part, in the right place, at the right time." Service and cost effectiveness are one of our primary considerations.

We work at increasing customer productivity in several ways including:

- Reducing the amount of time searching for and purchasing parts by providing neatly labeled organization systems.
- Avoiding emergency off-site trips for a part by ensuring adequate inventory is available at all times.
- Assigning a knowledgeable local sales rep who will discuss your inventory needs, review current stock, and place orders as requested by authorized users.

Lawson offers more than 350,000 standard products in our current offering of fleet and equipment maintenance products and more than 60,000 products within our automotive group (Kent Automotive). As we strive to meet all our customers' needs, we continue to add new lines to our offerings. In addition, our Special Product Sourcing Group supports any product needs outside of our current offering, if needed. This group is able to source any and all products.

In general, Lawson Products strategic product sourcing involves the following phases:

- Current usage requirements.
- General evaluation of the needs for product sourcing, their feasibility and related industrial intelligence.
- General research on product availability, technological achievability, cost feasibility and potential operation issues.
- Facilitating communications with selected suppliers or the manufacturers regarding technical specifications, engineering plan if needed, cost estimation, contract or agreement term negotiation, production and logistic arrangements and other import/export issues.
- Developing and implementing new and improved product sourcing solutions, including purchasing plan, production plan, quality control measures, supply chain monitoring and management, and logistic solutions.

Demand-Based Planning
Lawson will use Customer Demand Planning (CDP) to develop demand forecasts for service-planning processes, production, inventory planning and revenue planning. Combined with our VMI program, CDP ensures product availability for the usage history at each location and customer satisfaction with product assortment and service.

First, we will forecast product demand based on your past and present usage history using up to 26 different algorithms. If the business is new to Lawson and not part of our current history, we control demand planning through communication/forecasting data provided the account and the sales rep.

After 60 days, the system will detect sales trends and automatically start to increase the raw forecast. Communication with your locations/sales representative and the government team will continue to identify the items in demand and future forecast needs.

Lawson will also examine brand preference for your locations to determine preference shares for each brand. Lawson will then plan, forecast and provide those items to each location.

We also have the flexibility to adjust or hard key safety stock levels to protect or control inventory levels, and we have found a combination of forecast and stock level adjustments work best.

Cost Reduction
A company's ability to reduce transaction cost and control spend have become increasingly important in today's economy. Lawson helps manage spend with our E-Business solutions:
A dedicated E-Procurement website that offers one of the fastest integrations in the industry
A standards-based E-Procurement Solutions for hassle free integration

- E-invoicing capabilities
- Ariba-ready certification for Catalog and "punch-out" options
- Customized catalog
- Customer-specific pricing
- A knowledgeable team of seasoned professionals for supporting implementations

We use a four-step process to help reduce costs within the supply chain.

1. Identify value-added services
2. Determine the total cost of ownership
3. Determine the impact on the customer's bottom line
4. Report the results

Lawson manages these four steps with several focus areas:

- Revenue Focused: Lawson helps customers get back on-line quicker
    - Reduce turnaround time
    - Provide efficiencies in output
    - Provide new products to each customer market

- Asset Focused: Lawson provides system optimization
    - Overstock reduction
    - Obsolete inventory removal
    - Re-allocation of space

- Process focused: Lawson provides VMI options
    - Self-service inventory monitoring systems
    - EDI & EFT efficiencies

- Expenditure Focused: Lawson offers integrated purchasing
    - Price protection
    - Product substitution options

- Service Focused: Lawson offers 24/7 service
    - Technical and Product support
    - Seminar & Training options for all our customers
    - Unique Customer Requests for any seminar or training your facilities need

- Customer Focused: Lawson offers additional cost savings opportunities
    - Safety cost reduction
    - Environmental cost reduction
    - Equipment cost reduction and exchanges

Lawson's commitment is to help our customer's locations improve overall costs within the supply chain, save time, money and improve overall efficiencies.

VMI Service Model
Based on information provided to Lawson, we take responsibility for maintaining an agreed upon inventory of the material, based off of each location's consumption mid/max levels at each location. Through continuous communication with a dedicated local sales representative, locations will never unintentionally become out of stock of our products needed and it will reduce inventory in the supply chain.

To ensure that locations have the right product at the right time, a dedicated Lawson sales representative will visit locations weekly to check inventory, restock and label bins, and provide a "drop bucket" that will be restocked by the Lawson sales representative. This is also a significant cost savings as Lawson takes on those costs during the life cycle of this contract.

Benefits of VMI
Lawson's VMI program goal is to minimize capital investment in inventory while providing "package friendly" quantities that assure maximum productivity to the customer locations. To do this, Lawson first establishes acceptable min/max service levels at each customer location, then reviews the condition of all bin equipment and current inventory levels with each location.

How Lawson Ensures VMI Works
Lawson works with its customers to make sure that VMI, together with onsite distribution, always ensures our customer's inventory is never under or over stocked.

1. ***Clarify expectations.*** Lawson ensures the objectives are clear and that there is constant communication between Lawson and locations. When our two parties work in conjunction we can be assured that the planning function, for both sides, will be successful for both short and long term.

2. ***Agree on how to share information*****.** When Lawson and the locations agree to share information vital to restocking in a timely manner, the odds of a synchronized system dramatically improve. Proprietary information does not have to be shared, but enough information to maintain a steady flow of goods is necessary.

3. ***Keep communication channels open*****.** When our two parties set out to implement VMI, we need to set monthly and quarterly goals and agree how to proceed in order to realize those goals. By having open and weekly/monthly communication, any miscues that may happen can be studied as opportunities for learning to avoid repetitive problems in the future.

The Lawson Managed Inventory Philosophy
No product should:

- Be out of stock when it's needed
- Go unused
- Be used improperly
- Be used inefficiently

Reliable and Knowledgeable Service
Your Lawson Representative is committed to learning your business and being a reliable and trusted presence in your shop.

Accountability and Reporting
Customized reporting on key performance indicators based on your requirements. We've made optimized inventory management our job, so you can do yours.

A Tailored Approach

What begins with an initial site analysis and consultation results in solution-based design and implementation.

A site-specific plan is developed between Lawson and customer shops individually. During site-specific planning visits, it will be determined if any new equipment such as bins and cabinets are required. Lawson will use current best practices and ensure they are followed to provide a minimum inventory investment and improved inventory turns to reduce overall cost of ownership for the customer. Lawson's current onsite distribution and VMI program also provides opportunities for obsolete inventory reduction within the customers' current locations where applicable. Current inventory consolidation, inventory standardization and reduced risks results in an overall cost savings to Lawson customers.

After the shop survey, design and installation are completed, your Lawson Rep will stock your parts and provide ongoing management.

Assessment & Shop Design

- Priority of products and frequency of turnover
- Space allocation
- Ease of identifying parts
- Integrity of storage
- Quotation for all recommended parts
- Shows ideal flow to work area and quantifies your potential savings

Install, Stock & Manage

- Install new bins and cabinets
- Label all holes for fast and easy identification
- Unpack and put away orders
- Re-stock when new order is delivered
- Review inventory regularly
- Adjust orders based on usage

Implementation

Lawson offers additional value-added programs that demonstrate our commitment to service. Lawson works with each location to identify the unique requirements, determine necessary storage, label inventory, transfer stock, and minimize disruption.

Bin & Cabinets Storage System - Lawson provides locations with high-quality steel storage bins and cabinets when and where appropriate. These labeled, organized bins and cabinets will enable your staff to locate parts easily. Lawson will assess the location needs and requirements, and provide an estimate of what is needed and any potential costs incurred.

A Local Lawson Sales Representative – You will have a dedicated, local sales rep that personally maintains the integrity of your storage system. In addition, your Lawson rep will write and recommended orders, and stock the previous order in the proper locations.

As part of our continued improvement efforts as an ISO organization, Lawson is enhancing its inventory management systems with software crib management systems and state-of-the-art cabinets with scales and RFID to provide real-time inventory management and help improve costs and efficiencies within an organization.

Customer Support

The primary goal of our VMI business model is for our customers to have the right part, in the right place, at the right time. While all customer locations will have a dedicated, single point of contact for your day-to-day needs, Lawson is poised to provide four different support levels depending on the nature of each customer's need.

Lawson's Government Customer Support Team is also available to help answer specialized contract and compliance questions and ensure the requirements of the contract are met by both Lawson and customer entities.

Lawson's Government Customer Support Team is available 6:00 AM to 5:30 PM, CST; Monday-Friday at 1-800-890-8198 or via email and fax.

Commitment to Quality
Lawson has developed a quality management system to better satisfy the needs of our customers and to improve management of our operations. Lawson incorporates the 5S process into our site assessments which minimizes inventory cost and provides a consistent, efficient and organized environment for our customers.

ISO 9001 Certified
Lawson is also ISO certified. The International Organization for Standardization establishes processes and practices intended to ensure compliance with the requirements of ISO 9001:2015. ISO 9001:2015 is an important piece of Lawson's Quality Management System which also includes Lean and Six Sigma methodologies. One of the key functions in scope of our ISO registration is quality control.

Although Lawson is not a manufacturer, we understand the importance of validating products against set specifications. To ensure that procedures developed from our Lean and Six Sigma methodologies are being followed correctly, internal and external audits are performed at regular intervals. Lawson has a trained staff of internal auditors that perform monthly audits on all quality-related procedures. External audits are performed by our registration company (UL/DQS) twice a year.

In addition to ISO certification, Lawson Products has trained over 100 employees to meet black and green belt levels of Six Sigma certification in order to improve our processes and affect better efficiencies and outcomes. It has streamlined and reduced process variation leading to improved customer experiences and customer retention.

Information and Cybersecurity
Recent, high-profile ransomware attacks are a stark reminder to us all that the threat of a cybersecurity breach can be detrimental to our organization. According to reporting from NPR, U.S. companies were subject to 65,000 ransomware attacks last year–more than seven attacks per hour. To keep the company secure against ongoing threats, Lawson has invested in cybersecurity. Most notably:

- NIST Cybersecurity Framework. Lawson is adopting the NIST Cybersecurity Framework, which is a comprehensive set of industry standards and best practices geared towards keeping our systems safe.
- New IT Security Manager. We've created a new role in the organization dedicated to our system security to manage our cybersecurity program and ensure compliance with our standards.
- New MSSP Vendor. We're partnering with a Managed Security Service Provider (MSSP) who will monitor our network 24/7. They will help us identify a security breach and evict the cybercriminals from our systems.
- New CMMC Vendor. Lawson is actively pursuing Cybersecurity Maturity Model Certification (CMMS) status as required by the U.S. Department of Defense when conducting business with the U.S military. These stringent and exacting requirements for cybersecurity and security "hygiene" will ensure the utmost safety and confidentiality of data for any customers that do business with Lawson.

If applicable, describe your company's ability to integrate into other ecommerce sites:

Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).

Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.

A company's ability to reduce transaction costs and control spend have become increasingly important in today's economy. Let Lawson help with your spend management initiatives by using one of our e-business solutions.

We connect with virtually every e-procurement and punch out system, including JAGGAER, SAP Ariba, Coupa, Oracle, and more. Obtain easy access to products, pricing and personalized E-Quotes from your procurement system.

- Dedicated e-procurement website offers one of the fastest integrations in the industry
- Standards-based e-procurement solutions for hassle free integration
- E-invoicing capabilities
- Ariba Ready certified for catalog and punchout
- Customized catalogs and customer-specific pricing
- Knowledgeable team of seasoned professionals supporting implementations
- Advanced features such as on the fly spot buy and instant quotes complement the VMI services offered by our experienced sales representatives
- E-Procurement Solutions
- Punchout catalogs with support for "edit" and "inspect" carts
- Level 2 punchout with support for "store", "isle", "shelf" and "item" level connection
- CIF 2.0 and 3.0 catalogs
- Custom catalogs using CSV or other delimiters
- UNSPSC coding standards
- EDI
- cXML
- XML

Lawson Products standards-based e-procurement solutions allow us to easily connect to third party e-procurement systems. Here is a partial list:

- Ariba
- Birch Street Systems
- BuyEfficient
- Coupa
- Direct EDI
- eBuy2
- eVA
- Exostar
- FedMall
- GSAAdvantage
- Infor / Datastream
- JAGGAER (SciQuest)
- NEXEMO
- NC E-Procurement
- Oracle Exchange
- Peoplesoft
- SAP
- Taulia
- Tradeshift
- Yardi (SiteStuff)
- Many more standards-based marketplaces

Scanning Solutions
Lawson Products' web-based scanning solutions will help you organize and optimize the ordering and replenishment process while providing you the service and support from your salesperson when you need it. Our solutions help you

save time by scanning, uploading and placing replenishment orders efficiently online. A scalable and supported scanning technology is a component of our inventory management solutions. This provides you the control and flexibility to maintain your ideal inventory levels and reduce paperwork and out-of-stocks

Online Ordering
Ordering is easy with LawsonProducts.com. Immediately upon award, Lawson will update our existing website for all locations on the contract to offer each location access to their own Online Customer Catalog. Each location will be able to log onto www.lawsonproducts.com sign in with their account number and see all items awarded on this contract, specific price points offered on this contract, and all other necessary requirements needed to successfully fulfill all terms of this contract with each location.

Lawson also offers a full virtual catalog that replicates our print-based catalog and lists all of our products. Lawson's web capabilities allow users to develop personal lists and save their own profiles. Lawson has a true B2B/B2G website where multiple users can be associated with the same account number if requested.

Through the use of Workflow Management System (WfMS), a system that defines, creates and manages the execution of workflows through the use of software, users can build carts, hold carts, and approve online shopping carts by designated users.

Lawson's website provides status for orders placed online, as well as order tracking and history for all orders placed online. Order history may also be tracked by working with your Lawson Sales Rep who has state-of-the-art Order Pad tracking capabilities for each customer through Lawson's full and comprehensive SAP System.

Our Web Customer Care team is available during extended working hours of 6 AM – 7 PM central standard time to answer and questions pertaining to registrations, on-line ordering and more.

Catalog Information
The catalog is available in print, online or digital formats.

- The updated online catalog includes sections for updated Body Hardware products, New Products and Product Information Reports.
- You can browse products, including proprietary brands, core-stock items and select core non-stock products for Safety and Material Handling.
- Includes complete product descriptions, technical specifications and Safety Data Sheets (SDS) Download a digital copy to your PC, Mac or mobile device.

Disclosures

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

If **Yes, AN ATTACHMENT IS REQUIRED:** List and explain current actions, such as, Federal Debarment (on US General Services Administration's "Excluded Parties List"), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

References

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

Agency	Name	Title	Phone Number	Email
1. Lakewood Public Works Dept.	James Lamkin	Lead Fleet Technician	(303) 987-7795	jamlam@lakewood.org

2. Federal Correctional Institution	Wanda Wilson	Procurement	(530) 257-2181 ext 4151	Wanda.Wilson@cdcr.ca.gov
3. Abilene State Supported Living Center	David Payne	Golf Cart Shop Dept. Manager	(325) 795-3941	david.payne2@hhs.texas.gov
4. Wylie Independent School District	Jessie Murphy	Transportation Director	(972) 841-6651	jessie.murphy@wylieisd.net
5. Iowa Dept. of Transportation/Clarinda	Ethan Strickland	Mechanic	(712) 542-1476	ethan.strickland@iowadot.us

Service Questionnaire

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

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

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

If YES, what is the website? www.lawsonproducts.com

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

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

State your normal delivery time (in days) and any options for expediting delivery.

Lawson has eight state-of-the-art distribution centers across the U.S. and Canada that:

- Ship 99% of all lines complete within 24 hours
- Offer will-call services at each center
- Ship FOB Destination for standard shipping methods
- Guarantee next day delivery in an emergency utilizing air freight service, if necessary
- Offer customer emergency pick-up service for necessary parts through will-call

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?

In instances where a backorder takes longer than the holding period, a unique invoice will be generated for that backorder. Invoices can be mailed or sent electronically via email to any and all locations. Payments can be remitted electronically and the customer can benefit with a 1% discount if payment is made within 10 days; otherwise, net due in 30 days. The 10 day 1% discount does not apply for credit card payments.

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

It is Lawson's policy to invoice orders within 24-48 hours of the complete shipment of the order. In the event of an incomplete order shipment, Lawson offers a combined invoice solution that consolidates invoices. In these cases, an invoice will be generated when the final items of the order ship within 10 days after the order is processed.

In instances where a backorder takes longer than the holding period, a unique invoice will be generated for that backorder. Invoices can be mailed or sent electronically via email to any and all locations. Payments can be remitted electronically and the customer can benefit with a 1% discount if payment is made within 10 days; otherwise, net due in 30 days. The 10 day 1% discount does not apply for credit card payments.

State your company's return policy and any applicable State restocking fees.

Lawson has a standardized return policy. Returns must have a Return Material Authorization (RMA), which can be obtained through email, Customer Service, or your local Sales Rep. RMA's and pre-paid shipping labels will be provided to the customer. Once the products are returned, Lawson will credit the customer immediately.

If you are not satisfied with a product, please contact us. We will promptly provide an exchange or refund (subject to quality assurance) for products returned (except for custom and hazardous materials) within ninety days of shipment that are in original packaging, in standard package quantity, in resalable condition and with proof of purchase from Lawson Products. To return merchandise, you must request a Return Merchandise Authorization ("RMA") from our Customer Service Department which is subject to our approval. Some merchandise is excluded

from return. Exclusions include, but are not limited to, discontinued items, partial assortments, safety items, first aid items, consumable items, hazardous materials (including but not limited to lithium batteries, and flammable or corrosive substances) and specially ordered or custom made materials. Restocking fees may apply for items returned that are not in the standard package quantity, original packaging or in resalable condition or that have not been assigned an RMA. Customers are required to inspect all hazardous materials deliveries prior to acceptance of delivery. Once hazardous materials or non-hazardous materials that can become hazardous waste (e.g., broken light bulbs, leaking products) are accepted for delivery by you, Lawson Products is unable to take these items back. Shipping hazardous materials without authorization, using a Lawson Products prepaid return shipping label, can subject you to civil or even criminal penalties and fines by the appropriate federal agencies including the US Department of Transportation.

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

Lawson's distribution centers are full stocking and can guarantee next day delivery in an emergency utilizing air freight services. Only orders that are shipped rush and express will incur additional shipping costs. Lawson ships 99% of all lines complete within 24 hours from distribution centers strategically located throughout North America. Lawson ships via all ordering methods FOB Destination for standard shipping methods.

As we strive to meet all our customers' needs, we continue to add new lines to our offerings. In addition, our Special Product Sourcing Group supports any product needs outside of our current offering, if needed. This group is able to source any and all products.

In general, Lawson's strategic product sourcing involves the following phases:

- Current usage requirements.
- General evaluation of the needs for product sourcing, their feasibility and related industrial intelligence.
- General research on product availability, technological achievability, cost feasibility and potential operation issues.
- Facilitating communications with selected suppliers or the manufacturers regarding technical specifications, engineering plan if needed, cost estimation, contract or agreement term negotiation, production and logistic arrangements and other import/export issues.
- Developing and implementing new and improved product sourcing solutions, including purchasing plan, production plan, quality control measures, supply chain monitoring and management, and logistic solutions.

Pricing

Is your pricing methodology guaranteed for the term of the contract?		**No**	X	**Yes**
Will you offer customized price lists to participating entities as encouraged per the pricing terms of Part A?		**No**	X	**Yes**
Will you offer hot list pricing (optional) as described in the pricing terms of Part A?	X	**No**		**Yes**
Will you offer volume price discounts as described in the pricing terms of Part A?		**No**	X	**Yes**

Competitiveness: In order for your response to be considered, your company must offer AEPA prices that are equal to or lower than those normally offered to individual entities or cooperatives with equal or lower volume.

Is the pricing that is proposed to AEPA equal to or lower than pricing your company offers to individual entities or cooperatives with equal to or lower volume?		**No**	X	**Yes**

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

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

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

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

If YES, identify which cooperative and the respective expiration date(s).
OMNIA Partners (expiration date 3/31/2023); BuyBoard (expiration date 11/30/2022); Purchasing Solutions Alliance (expiration date 8/31/2025); The Interlocal Purchasing System (expiration date 5/27/2024); Strategic Alliance for Volume Expenditures (expiration date 6/30/2023); Kinetic GPO (expiration 6/30/2025)

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)?
A large part of Lawson's success in growing its public sector business has been through utilizing a cooperative-centric selling strategy with state, local, and education customers. Via our mandatory state, local, and education sales education program, each of our field sales representatives and managers are trained on how to position and sell cooperative agreements. Through our field sales representatives' tens of thousands of non-contractual selling relationships with public sector agencies nationwide, we encourage their ability to grow and create longstanding relationships using cooperative contracts. To aid in this effort, Government Sales Managers are also involved in the conversion of non-contractual customers to cooperative contract customers.

Lawson currently holds public sector cooperative contracts with the following organizations:
OMNIA Partners - National
TIPS (The Interlocal Purchasing System) - National
BuyBoard - National
PSA (Purchasing Solutions Alliance) - National
SAVE (Strategic Alliance for Volume Expenditures) – Arizona
Kinetic GPO - Canada

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

Leasing: Do your business offer leasing arrangements under this solicitation? X **No** _____ **Yes**
If Yes, please indicate how the rate factor is determined and other cost factors below.
Click or tap here to enter text.

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

Responsibilities	**Yes,** indicate with an "X"	**No,** indicate with an "X"
1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the AEPA contract.	X	
2. Train and educate sales staff on what the AEPA contract is: including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.	X	
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The marketing plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.	X	
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.	X	
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, the Vendor Partner is required to submit a $0 report to the AEPA Member Agency.	X	
6. Have ongoing communication with the Category Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.	X	
7. Attend two (2) AEPA meetings each year (see Part A)	X	
8. Participate in national and local conference trade shows to promote the AEPA contracts including, 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).	X	
9. Increase sales over the term of the contract with all participating AEPA Member Agencies.	X	

Exceptions

Instructions:

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

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

IFB Section and Page Number	Outline Number	Term and Condition	Exception

Deviations

Instructions:

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

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

Outline Number Part B	**Specification (describe)**	**Details of Deviation**

Part E – Signature Forms

AEPA 023-A
Maintenance, Repair and Operation (MRO)

Instructions

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

To submit the required signed forms, follow these steps:

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

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

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

Uniform Guidance "EDGAR" Certification Form – ****signature required***
Bid Affidavit – ****signature required***
Acceptance of Bid & Contract Award – ****signature required***

Uniform Guidance "EDGAR" Certification Form
2 CFR Part 200

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

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

1. Violation of Contract Terms and Conditions

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

2. Termination for Cause of Convenience

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

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

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

3. Equal Employment Opportunity

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

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

4. Davis Bacon Act

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

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

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

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

5. Contract Work Hours and Safety Standards Act

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

6. Right to Inventions Made Under a Contract or Agreement

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

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

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

9. Byrd Anti-Lobbying Amendment

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

10. Procurement of Recovered Materials

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

11. Profit as a Separate Element of Price

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

12. General Compliance with Participating Agencies

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

13. Governing Law; Forum Selection.

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

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

By initialing the table (1-13) and signing below, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.		
Respondent Certification (By Item)	**Respondent Certification:** **YES**, I agree or **NO**, I do NOT agree	**Initial**
1. Violation of Contract Terms and Conditions	Yes	
2. Termination for Cause of Convenience	Yes	
3. Equal Employment Opportunity	Yes	
4. Davis-Bacon Act	Yes	
5. Contract Work Hours and Safety Standards Act	Yes	
6. Right to Inventions Made Under a Contract or Agreement	Yes	
7. Clean Air Act and Federal Water Pollution Control Act	Yes	
8. Debarment and Suspension	Yes	
9. Byrd Anti-Lobbying Amendment	Yes	
10. Procurement of Recovered Materials	Yes	
11. Profit as a Separate Element of Price	Yes	
12. General Compliance with Participating Agencies	Yes	
13. Governing Law; Forum Selection.	Yes	

Lawson Products, Inc.
Name of Business

Signature of Authorized Representative

VP- Strategic Accounts, Government and Segment Sales
Printed Name

9/7/2022
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.

Michael Drinane	8770 W. Bryn Mawr Ave., Suite 900
Authorized Representative (Please print or type)	Mailing Address
VP- Strategic Accounts, Government and Segment Sales	Chicago, IL 60631
Title (Please print or type)	City, State, Zip
	9/7/2022
Signature of Authorized Representative	Date

Acceptance of Solicitation & Contract

Association of Educational Purchasing Agencies

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

PART I: RESPONDENT

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

Business Name	Lawson Products, Inc.	**Date**	9/7/2022
Address	8770 W. Bryn Mawr Ave., Suite 900	**City, State Zip**	Chicago, IL. 60631
Contact Person	Lisa Castanon	**Title**	Manager, Government Contracts and Compliance
Authorized Signature		**Title**	VP- Strategic Accounts, Government and Segment Sales
Email	government.sales@lawsonproducts.com	**Phone**	(800) 890-8198

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, 2024 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency _____

Authorized Representative _____

Awarded this	**day of**	**Contract Number**
Contract to commence (Member Agency to select)	3/1/2023	**Or**

Solicitation Checklist

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

"x"	**Document Title, Uploaded to Public Purchase** *(Respondent must submit documents in the required title/format)*	**Format of Uploaded Document**	**Notes**
	Bid Bond – if Required, see Part B if applicable.	Upload PDF copy. The original must be received by Lakes Country Service Cooperative by due date and time.	Send to Lakes Country Service Cooperative.
	Part C – State-Specific Forms – ***Name of Responding Company***	Single, Scanned PDF	**New Jersey Only Requirement.** Signatures Required.
	Part D - Questionnaire – ***Name of Responding Company*** Includes: • Company Information • Service Questionnaire • Exceptions • Deviations	Single, Scanned PDF	**Required.**
	Part E – Signature Forms – ***Name of Responding Company*** Includes: • Uniform Guidance "EDGAR" Certification • Bid Affidavit • Acceptance of Bid & Contract Award	Single, Scanned PDF	**Required.** Signatures required.
	Part F – Pricing Schedule – ***Name of Responding Company***	Excel Workbook	**Required.**
	Price List and/or Catalog – ***Name of Responding Company***	Upload PDF	**Required.**
	Exhibit A – Marketing Plan – ***Name of Responding Company***	Scanned PDF	**Optional.** Form not provided by AEPA, Respondent Created

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

AEPA #023-A MRO

Bidding Company Name:	*Lawson Products, Inc.*
Name of Catalog: (This must be the catalog in effect as of the bid date)	*Lawson Products Distributor Price List_9-1-2022*

Note: Groupings to be defined by Bidder and can be by sub-category, manufacturer, etc.

Part F.1 is a REQUIRED FORM

No.	Grouping of Discount	Discount Offered for This Grouping	Comments
1	Abrasives	60%	Lawson Product Category
2	Automotive	40%	Lawson Product Category
3	Cabinets	67%	Lawson Product Category
4	Chemicals	59%	Lawson Product Category
5	Cutting Tools	60%	Lawson Product Category
6	Electrical	73%	Lawson Product Category
7	Fasteners	79%	Lawson Product Category
8	Fluid Power	66%	Lawson Product Category
9	Hand Tools	63%	Lawson Product Category
10	Material Handling	35%	Lawson Product Category
11	Safety	38%	Lawson Product Category
12	Shop Supplies	53%	Lawson Product Category
13	Welding	56%	Lawson Product Category
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Part F.4 – Volume Discounts Schedule
AEPA #023-A MRO

Bidding Company Name:	*Lawson Products, Inc.*

Part F.4 is an OPTIONAL FORM

Additional Discount for One Time Purchase or a Group of Local Agencies in a Geographic Area Combining Requirements (Estimate Annual Spend):

Dollar Amount FROM	Dollar Amount TO	Catalog Name	Additional Discount Offered (%)
Example - $0	*$50,000*	*MyCompanyGeneral 2014 Catalog*	*5.0%*

LAWSON Products

WE MAKE IT EASIER
to Source Maintenance and Repair Supplies

Approved Supplier to
Lancaster & Lebanon

iu13

Your Lancaster - Lebanon IU13 Contract Benefits

Discounted Pricing
Automatically get the lowest discounted pricing available

Free Freight
Shipped prepaid via UPS® ground freight (F.O.B. destination)

Dedicated Sales Representative
Service and support from experienced local maintenance and repair professionals. Your dedicated sales representative will place orders, track shipments and find the right products to fit your needs.

True Vendor Managed Inventory Solutions
We evaluate your operations and provide custom inventory management for better organization and efficiency

A Full Line of Maintenance and Repair Products
Work confidently with maintenance engineered products that meet your standards and application specifications

Fast Shipments/High Fill-Rates
Most orders ship within 24 hours

Piggyback PA Counties

Adams
Allegheny
Armstrong
Beaver
Bedford
Berks
Blair
Bradford
Bucks
Butler
Cambria
Cameron
Carbon
Centre
Chester
Clarion
Clearfield
Clinton
Columbia
Cumberland
Dauphin
Delaware
Elk
Erie
Fayette
Forest
Franklin
Fulton
Greene
Huntingdon
Indiana
Jefferson
Juniata
Lackawanna
Lancaster
Lawrence
Lebanon
Lehigh
Luzerne
Lycoming
McKean
Mercer
Milfflin
Monroe
Montgomery
Montour
Northampton
Northumberland
Perry
Philadelphia
Pike
Potter
Schuylkill
Snyder
Somerset
Sullivan
Susquehanna
Tioga
Union
Venango
Warren
Washington
Wayne
Westmoreland
Wyoming
York

Lancaster-Lebanon IU13 Contract

IU13 Catalog Discount #201-013
Custodial Supplies, Chemicals & Equipment

valid through June 30, 2023 with renewal Options

This Contract can be utilized by IU13 School Districts and Piggyback PA Counties.

Annville-Cleona School District
Cocalico School District
Columbia Borough School District
Conestoga Valley School District
Cornwall-Bebanon School District
Donegal School District
Eastern Lancaster County School District
Eastern Lebanon County School District
Elizabethtown Area School District
Ephrata Area
Hempfield School District
Lampeter-Strasburg School District
School District of Lancaster
Lebanon School District
Manheim Central School District
Manheim Township School District
Northern Lebanon School District
Palmyra Area School District
Penn Manor School District
Pequea Valley School District
Solanco School District
Warwick School District

Your Key Contacts

Manager, Government Sales East US
Jason Payne
Mobile: 615.681.3933
E-mail: Jason.Payne@lawsonproducts.com

For additional support, contact Government Customer Care.

Call 800-890-8198
E-mail government.sales@lawsonproducts.com
Fax 312-267-1734
Online lawsonproducts.com

LAWSON Products

WE MAKE IT EASIER
to Source Maintenance and Repair Supplies



Mission CISD Contract Benefits
"Industrial Equipment, Tools and Supplies"

Discounted Pricing
Automatically get the lowest discounted pricing available

Free Freight
Shipped prepaid via UPS® ground freight (F.O.B. destination)

Dedicated Sales Representative
Service and support from experienced local maintenance and repair professionals

True Vendor Managed Inventory Solutions
We evaluate your operations and provide custom inventory management for better organization and efficiency

A Full Line of Maintenance and Repair Products
Work confidently with maintenance engineered products that meet your standards and application specifications

E-Procurement Solutions
Connect through SAP Ariba, Coupa, Oracle, and more. Easy access to products, pricing and personalized E-Quotes from your procurement system

Fast Shipments/High Fill-Rates
Most orders ship within 24 hours

Dedicated Customer Service
Contact your dedicated government customer care group to place an order, get details on your shipment, find the right product

E3566 V1 (7/22)

Mission CISD Contract

Contract # 159-22-0
Industrial Equipment, Tools and Supplies

Valid October 1, 2021 through September 30, 2022

This contract can be utilized by Mission CISD. Mission CISD includes 4 high schools, 4 junior high schools, 14 elementary schools, a Newcomers Academy for recent immigrants in grades 2-5, and an alternative school to serve students considered to be at-risk

Your Key Contacts

Purchasing Coordinator
Dora Garcia
Office: 956-323-5524

Government Sales Account Manager
John Foster
Mobile: 325-280-6339
Email: John.Foster@lawsonproducts.com

For additional support, contact Government Customer Care.
Call: 800-890-8198
E-mail: government.sales@lawsonproducts.com
Fax: 312-267-1734
Online: lawsonproducts.com








LAWSON Products

WE MAKE IT EASIER
to Source Maintenance and Repair Supplies



State of Mississippi; Maintenance, Repair and Operations (MRO)

State Contract #8200063994
Smart Contract #1130-23-C-SWCT-00006
Lawson Supplier #3102016497
Effective 9/1/2022 - 8/31/2023

This contract can be utilized by all state agency purchasers and local government purchasers in the State of Mississippi empowered to expend public funds:

- All State Agencies
- Cities, Counties, Districts, and other local governmental bodies or corporations
- State Universities, Colleges, Community Colleges and Vocational Schools
- Primary and Secondary Schools & School Districts

Your State of Mississippi Contract Benefits:

Discounted Pricing
Automatically get the lowest discounted pricing available

Free Freight
Shipped prepaid via UPS® ground freight (F.O.B. destination)

Dedicated Sales Representative
Service and support from experienced local maintenance and repair professionals

True Vendor Managed Inventory Solutions
We evaluate your operations and provide custom inventory management for better organization and efficiency

A Full Line of Maintenance and Repair Products
Work confidently with maintenance engineered products that meet your standards and application specifications

E-Procurement Solutions
Connect through SAP Ariba, Coupa, Oracle, and more. Easy access to products, pricing and personalized E-Quotes from your procurement system

Fast Shipments/High Fill-Rates
Most orders ship within 24 hours

Dedicated Customer Service
Contact your dedicated government customer care group to place an order, get details on your shipment, find the right product

Your Key Contacts

Office of State Purchasing
Call: 601.359.3402

Click **here** to view our contract information on the State of Mississippi website.

Government Sales Account Manager
Brandon Smith
Mobile: 601.807.6552
E-mail: brandon.smith@lawsonproducts.com








LAWSON Products

OMNIA PARTNERS

We Make Sourcing Your Maintenance, Repair and Operations Supplies Easier



OMNIA Partners, Public Sector

- **Discounted Pricing**
- **Free Freight**
- **True Vendor Managed Inventory Solutions**
- **Industry-Leading Technical Support**
- **Fast Shipments/High Fill-Rates**

COOPERATIVE CONTRACTS

Cooperative agreements available through OMNIA Partners, Public Sector are established with the following process:

- The lead public agency/governmental entity prepares a competitive solicitation, incorporating language that provides access by any agency in states that allow intergovernmental cooperative contract usage
- The lead public agency issues the solicitation, any required amendments and notifications, and conducts pre-proposal conferences
- After the suppliers respond to the solicitation, the lead public agency evaluates, negotiates final terms and conditions, awards, administers, and utilizes the resulting master agreement
- All participating agencies are eligible to utilize the contracts through OMNIA Partners



- View all solicitation and contract documents
- No FOIA, passwords or special requests

Register here to become an OMNIA Partner member:
omniapartners.com/publicsector

Cooperative Contract for Maintenance, Repair, Operations Supplies and Related Services available through OMNIA Partners, Public Sector

Contract #R192005

This contract can be utilized by all state and local governments, all tax supported entities, and nonprofit agencies including:

- Cities, Counties and other Local Governments
- Political Subdivisions and Planning Commissions
- School Districts, Colleges and Universities
- Fire Districts
- Special Law Enforcement Jurisdictions
- Judicial Courts and Districts
- Utility Districts
- State Agencies
- Nonprofits

Your Key Contact

Christina Nielsen
Director, Government Accounts
Call: 773.304.5345
Fax: 312.267.1734
E-mail: Christina.Nielsen@lawsonproducts.com

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LAWSON Products

MAINTENANCE & REPAIR SOLUTIONS

For State and Local Government



USA: 866.LAWSON4U (866.529.7664) | Canada: 800.563.1717 | lawsonproducts.com

E2810

V2 (10/21)



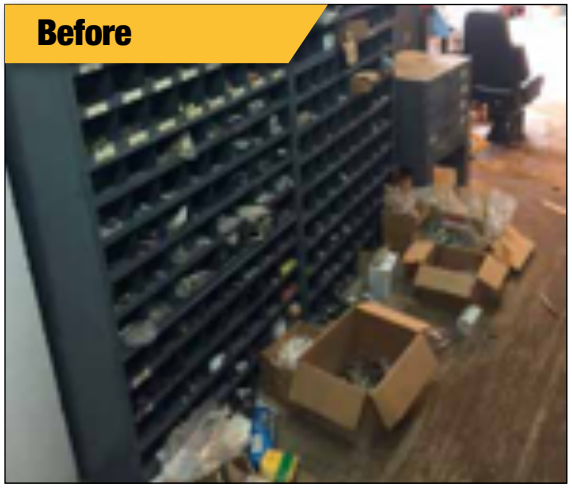
ORGANIZED AND READY

with the Right Products for Every Job

Your Lawson Representative ensures the products you need are on-hand and stocked to keep your operations running efficiently.

- Eliminate time spent taking inventory and re-ordering small parts
- Minimize time spent looking for products
- Reduce unplanned trips to off-site stores looking for parts
- Lessen project downtime by having the right parts stocked and ready for use

Before



After



HOW IT WORKS

Shop Evaluation → Efficient System Design → Cabinet & Drawer Installation → Initial Stocking → Ongoing Inventory Management





FASTENERS



CHEMICALS



ELECTRICAL



CUTTING TOOLS



ABRASIVES



FLUID POWER



AUTOMOTIVE & FLEET



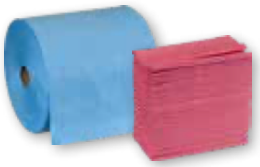
MATERIAL HANDLING



SAFETY



SHOP SUPPLIES



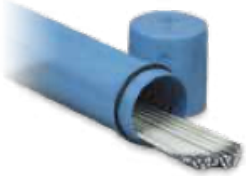
HAND AND POWER TOOLS



CONCRETE REPAIR



WELDING



STORAGE EQUIPMENT



PARTS WASHING



Scan QR Code to view video of Torrent in Action

Lawson's Private Label Brands

LAWSON Products

REGENCY® A LAWSON PRODUCTS BRAND

CRYOTOOL®

TRUST-X®

SUPERTANIUM®

Cronatron® A LAWSON PRODUCTS BRAND

DRUMMOND™ A LAWSON PRODUCTS BRAND

ROTANIUM®

BLUE-KOTE

TORRENT

VALUE ADDED SERVICES
That Make Doing Business Easy



Special Product Sourcing

- Let us help you find hard-to-find products
- Our Special Products Sourcing Team is ready to provide product solutions specific to your operations



E-Procurement Solutions

- We connect with virtually every e-procurement and punch out system including Jaggaer, SAP Ariba, Coupa, Oracle, and more
- Easy access to products, pricing and personalized E-Quotes from your procurement system



Product Expertise & Training

- Our team of representatives and engineers are on-site and on-call to help you choose the right products for your specifications
- Product-specific training is tailored to meet your specific needs, planned around your schedule and hosted at your location

ORDERING IS EASY

On-Site



Your Lawson Representative

Online



lawsonproducts.com

On The Phone



Customer Service
Call: 866.529.7664
Fax: 800.942.5260

LAWSON Products

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8770 W. Bryn Mawr Ave., Suite 900,
Chicago, IL 60631-3515

Canadian Operations:
7315 Rapistan Court
Mississauga, ON L5N 5Z4 Canada

LAWSON Products

MAINTENANCE & REPAIR SOLUTIONS

For State and Local Government









LAWSON'S COOPERATIVE PURCHASING PARTNERS

Lawson Products is proud to be affiliated with progressive procurement practices.

Each of our value-added cooperative purchasing agreements:

- ✓ **Have been competitively solicited and publicly awarded**
- ✓ **Are priced competitively based on the needs of all types of state and local government agencies**
- ✓ **Include our full catalog of maintenance and repair products**

OMNIA® PARTNERS

- Competitively solicited and publicly awarded
- Maintenance, Repair & Operations (MRO) Supplies and Related Services
- Become a member and/or view contract documents at omniapartners.com/publicsector/lawsonproducts

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- Competitively solicited and publicly awarded
- MRO Supplies and Equipment
- Become a member and/or view contract documents at tips-usa.com

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- Competitively solicited and publicly awarded
- MRO Equipment, Supplies and Services
- Become a member and/or view contract documents at bvcog.org/programs/purchasing-solutions-alliance

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BuyBoard® Cooperative Purchasing

- Competitively solicited and publicly awarded
- Building Maintenance, Repair & Operations (MRO) Equipment, Supplies and Related Items & Services
- Become a member at buyboard.com and ask your Sales Representative to view contract documents



ORGANIZED AND READY

with the Right Products for Every Job



FASTENERS



ELECTRICAL



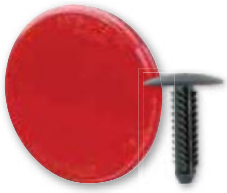
CUTTING TOOLS



ABRASIVES



FLUID POWER



AUTOMOTIVE & FLEET



WELDING



CHEMICALS



SAFETY



SHOP SUPPLIES

Universal Shop Set-Up

The Universal Shop Set-Up comes with 16 of the most popular assortments utilized across all industries, including vehicle maintenance.

Tuff-Torq® Shop Set-Up
Item Number **CT16274**



The set-up includes:

CT146A . . . . . .page 5
Tuff-Torq® Fastening System

LP135 . . . lawsonproducts.com
Phillips Pan Head
Sheet Metal Screws

LP196 . . . lawsonproducts.com
Hex Washer Head
Self-Drilling Screws

LP251 . . . lawsonproducts.com
Phillips Pan Head Machine
Screws and Nuts

LP86 . . . . lawsonproducts.com
Grease Fittings, Ball Check
Type

LP96 . . . . lawsonproducts.com
Buna-N O-Rings, Small Dia.

LP167 . . . lawsonproducts.com
Universal Brass
Pipe Fittings, Basic

LP479 . . . lawsonproducts.com
Hardflex® Reciprocating
Saw Blades

LP841 . . . lawsonproducts.com
Tuff-Grit Twist-On Zirconium
Grain Abrasive Discs

LP191 . . . . . .page 9
Nylon–Insulated Terminals,
Industrial

LP529 . . . lawsonproducts.com
Nylon Cable Ties,
Weather-Resistant, Black

LP276 . . . lawsonproducts.com
Cross-linked Primary Wire

LP379 . . . lawsonproducts.com
Heat Shrink Tubing, Dual Wall
and Thin Wall, 6" Lengths

DK9590 . . lawsonproducts.com
Universal Chemical
Maintenance Kit

LP432 . . . lawsonproducts.com
Super 77 Hose Clamps,
300 Stainless Steel

LP408 . . . lawsonproducts.com
Wire Connectors

Need a Grade 5 Fastening System instead of Tuff-Torq®

We also offer the
Grade 5 Shop Set-Up
Item Number **CT16270**

- Includes **CT145A** instead of **CT146A**
  Custom assortments available.

Mobile Storage Systems – Tailored to Fit Your Needs

Mobile Storage System A1M21

- Hydraulic Cart
- Electrical Cart
- Safety
- Fasteners & Shop Supplies







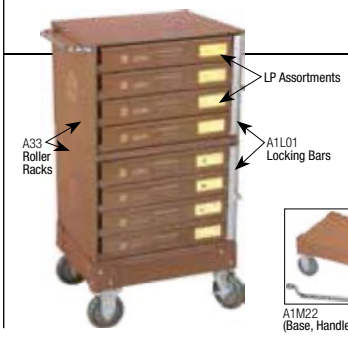
E6V37
Page 2-8

Lockable and Stackable Cutting Tool Storage Cabinets

- Available in mobile
- Customized assortments

E6V37
Page 2-11





Mobile Assortment System

E6V37
Page 2-8



Facility Maintenance



Always have what you need to keep your facility looking like new with Lawson Products. From drains and plumbing maintenance to daily upkeep and regular repairs, our maintenance and repair solutions save time and money for every aspect of your facility needs.

- Drain Maintenance & Odor Control
- Plumbing
- Fasteners & Hardware
- Parking Lots & Walkways
- Cryobit Drill Bits
- All Purpose Repair Compound
- Safety
- Abrasives
- Cleaners

Drain Maintenance & Odor Control

Keep your drains flowing and odor-free with powerful drain openers and cleaners from Lawson Products. Our maximum-strength, fast-acting products quickly and effectively keep drains free from clogs and unpleasant odors while working to prevent future build-ups.

So-Drox Liquid Drain Opener and Sewer Line Restorer
DL1560T12



Scan QR Code to view video

E6V37 Page 24-143,144

Free-Flow Ultra-Strength Urinal Drain Control
DL4450T12



Scan QR Code to view problem solver

E6V37 Page 24-145

Nix Fresh All-Natural Biological Odor Eliminator
DL3870T12



Scan QR Code to view problem solver

E6V37 Page 24-134

Plumbing

Quickly repair and prevent damaging and costly water repairs with plumbing solutions from Lawson Products. Permanently fix leaking pipes with a variety of wraps and patches and keep ceiling tiles and wall coverings free from water stains with coil and pipe insulation solutions that are quick and easy to install.

Python-Wrap™ Leak Repair System
P30207



E6V37 Page 24-70

Pipe Coverage Cold Pipe Insulation Treatment
29569





E6V37 Page 24-64

Ceiling Tile Paints
1509214

Equipped with an upright spray valve for easy application. Available in two shades: New White and Off-White.



E6V37 Page 24-59

Facility Maintenance

Fasteners & Hardware

Make quality, long-lasting repairs with fastening hardware and drilling assortments designed specifically for facility maintenance.

Drill Which Multipurpose Drill Bit Master Set
56159



Scan QR Code to view video

E6V37 Page 11-25

TORX® Tamper-Resistant Flat Head Machine Screws – 18-8 Stainless Steel
LP758

24 Items,
440 Pieces



E6V37 Page 1-118

Parking Lots & Walkways

Keep pedestrian parking areas looking new and free from cracks and pot holes with fast-acting patches and coatings, and keep walkways safe with specialty textured sprays. Our asphalt repair patch and coatings apply easy, dry fast and are highly durable.

Mega-Patch H20 Asphalt Repair Compound
EG57541500





lawsonproducts.com

Rust Guardian Rust Encapsulating Coating
DY60085501



lawsonproducts.com

Blacktopper Asphalt Coating and Sealer
1457547



Scan QR Code to view video

E6V37 Page 24-59

Compatible with Line Marking Machine 95791 and Paint Wand 53410





Foothold Grey Epoxy Non-Skid Coating
DL2440





E6V37 Page 24-60

Parking Lots & Walkways

Keep pedestrian parking areas looking new and free from cracks and pot holes with fast-acting patches and coatings, and keep walkways safe with specialty textured sprays. Our asphalt repair patch and coatings apply easy, dry fast and are highly durable.

Mega-Stripe Yellow
High Gloss Floor Striping
100 Sq Ft, 1 Gallon (Pack of 1)
EG57566011



lawsonproducts.com

Mega-Stripe SR
2 Part, Fast Set
Slip Resistant Coating
400ml, Black (Pack of 1)
EG57563700





lawsonproducts.com

Mega-Crete Slurry II
Concrete Repair Compound
50 lbs. kit (Pack of 1)
EG57562702



lawsonproducts.com





Cryobit Drill Bits

Lawson Products pushes cutting tool performance to a new level. The Cryophase™ process, when applied to cutting tools, has shown a significant performance advantage. First, we start with the best cutting tool materials and tool design in the industry. Next, the Cryophase™ process provides targeted and consistent cryogenic production results through computer-controlled temperature time cycles and post cryogenic tempering of the cutting tool.

Gold Cryo Nitride Hex Shank Step Drill
1/8"-3/4" 3 PC Set with Drill Bit Index
DY80270001

- Tough and Durable – enhanced twist and flex
- Dependability – Withstand heavy feed rates
- Long Life – Enhanced longevity to maximize workflow
- Performance – Operates in the most harsh and abusive conditions
- Adaptive design – Flatted shanks and modified 135° split point work with a broad range of power tools and maintenance applications



lawsonproducts.com

Facility Maintenance

All Purpose Repair Compound

Wear-Flex™ is a flexible, 2 part, Urethane Repair Compound. It forms flexible bonds on rubber*, steel, plastics and concrete.

Wear-Flex Quick Mix 2500 (Non-Sag)
EG57572502



lawsonproducts.com

Wear-Flex Quick Mix 3500 (Self-Leveling)
EG57573502



lawsonproducts.com

Quick Mix Gun
EG57573512



lawsonproducts.com

Static Mixing Tips
EG57573530



lawsonproducts.com

** When used on rubber, Wear-Flex Rubber Primer (EG57574000) is required for proper adhesion. Not recommended for highway tire repair.*

Safety

Be prepared for an emergency, large or small, with a fully stocked first aid kit. Ensure the safety of facility workers and visitors and react quickly in the critical moments after harmful incidents with a wide variety of supplies organized and ready in a convenient kit.

Class B – 4-Shelf First Aid Kit
1488272

Meets ANSI Standard Z308.1-2015



E6V37
Page 25-41

Abrasive

Slash-N-Grind All In One Wheel
DY87664646
Cuts, Grinds, Blends and Deburrs
4-1/2" x 3/32" x 5/8-11" Arbor



Lawsonproducts.com

Cleaners

Keep every aspect of your facility looking and operating its best with cleaning solutions from Lawson Products. From general degreasers and multipurpose cleaners to oven and refrigeration coil cleaners, our cleaners effortlessly dissolve oils, grease, films, fingerprints and more.

Drummond™ Bio Mighty Bioenzymatic Cleaner/Degreaser
DL4420 04



Scan QR Code to view Problem Solver

E6V37
Page 24-74

Ogle
Glass and Hard Surface Cleaner
DA6851
Leaves glass clean without streaking or leaving a hazy film.



E6V37
Page 24-81

Burn-Out Oven, Grill and Broiler Renovator
1505358



Others cleaners run off.



Burn-Out hangs in there until the job is done!



Scan QR Code to view Problem Solver

E6V37
Page 24-84

Shark Fin
Condenser Coil Cleaner with Power Foam Action
DL4780 05
Clean and brighten without hazardous acids, improving heat transfer and reducing operating costs.



E6V37
Page 24-99

Lawn & Grounds Equipment Maintenance



Whether you depend on mowers and golf carts or demand tractors and dozers for your grounds upkeep, Lawson Products helps keep your equipment running. Be ready to tackle any condition with products engineered to resist extreme heat, cold, and corrosion while extending the day-to-day use of your equipment.

- Battery & Electrical Maintenance
- General Grounds Equipment Maintenance
- Shop Supplies
- Cleaners
- Hose Assemblies and Accessories

Battery & Electrical Maintenance

Ensure the reliability of your small engine and heavy duty equipment with electrical maintenance repair solutions from Lawson Products. Our battery cables, crimpers, wire, and connectors help make your equipment start the first time, every time.

Flex Battery Cable
P52499



E6V37
Page 18-3

Scan QR Code to view video

Tru-Crimp® 100 Battery Terminals, Lugs and Butt Connectors, 1/0 and 2/0 Ga.
LP581



E6V37
Page 1-225

Scan QR Code to view video

Tru-Crimp®-250 Installation Tool
86473





E6V37
Page 18-15

Round Cable Slitter
93652



E6V37
Page 18-16

Scan QR Code to view video

Visa Seal™ and Multi-Wire Connectors Assortment
7 items, 125 pieces
1369850



E6V37
Page 1-209

Scan QR Code to view Problem Solver

Cross-Linked Primary Wire
LP275



E6V37
Page 1-182

General Grounds Equipment Maintenance

Keep your lawn and grounds equipment up and running like new. Our Maintenance Engineered® repair parts and tools enable quick and easy machine repair while our grease fittings and lubricants help extend the life of your equipment.

Tuff-Torq® Fastening System
Small Diameter Starter Assortments,
16 items, 1,425 pcs.
1/4" – 1/2" Diameters
CT126A



E6V37
Page 1-20

ISO 16028 Flat Face Hydraulic Couplers and Nipples
29970 and 29975





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Page 8-83

Mechanic's Length
Drill Bit Sets
50292



E6V37
Page 11-11

Premium Ceramic
Grinding Discs
1507062



Scan
QR Code
to view
video

E6V37
Page 12-11

Alemite® Grease Gun
27129



E6V37
Page 10-7

Grease Fittings,
Ball Check Type
LP86



Assortment - 11 Items, 115 Pieces, 1/8" to 1/4"

E6V37
Page 1-252

Persist Grease
DN4380D

High Temperature Bentonite Grease. Reduces lubrication frequency and grease costs Red, 14 oz. Cartridge (Pack of 12)



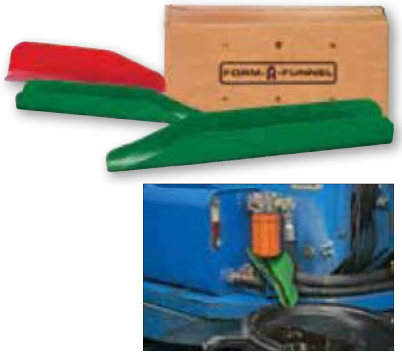
E6V37
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Lawn & Grounds Equipment Maintenance

Shop Supplies

Keep your shop organized and ready with the products you need. We'll keep your supplies stocked, including funnels, towels and gloves for quick repairs and fast clean-up.

Form-A-Funnel®
1524175



E6V37
Page 16-16

Bulldog Wypers Super Prep Towels
DN5680



E6V37
Page 16-19

Memphis Ninja® Ice HPT Dipped Gloves
1540141





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Page 25-48

Crews BearKat Safety Glasses
SF10912

Clear (also available in gray, light blue, or magnifiers).
Scratch Resistant.
99.9%UV Protection.



Meets ANSI Z87.1 High Impact and CSA Z94.3 safety standards.

E6V37
Page 25-3

Lens Cleaning Towelettes
SF10357



E6V37
Page 25-10

Jackpot Cherry Hand Cleaner with Pumice
28651



E6V37
Page 24-92

Wall-Mounted Dispenser
A1M10

Designed for Lawson hand cleaners.
Sold separately.



A1M10

Earth Harmony™ Liquid Ice Melting Compound
DL4750 05



E6V37
Page 24-141

Cleaners

A clean and organized shop makes for fast and efficient repairs. Keep your shop and equipment looking and running like new with effective, high-performing cleaners and degreasers.

Earth Harmony™
High-Strength Degreaser
DL4730 05



E6V37
Page 24-77

Foamy Orange Citrus
Solvent Cleaner/Degreaser
97936A

Non-flammable per ASTM D-3065-1 flame extension test



E6V37
Page 24-105

Hose Assemblies and Accessories

Ensure your shop is ready for any repair with reliable hose assemblies and accessories from Lawson Products.

Rubber Contractor Water Hose Assembly
41467

Resists abrasion, heat and ozone
Temp range: –40°F to +200°F



E6V37
Page 8-132

Brass Water Line Coupling Coupler
50377



E6V37
Page 8-134

Brass Water Line Coupling Nipple
98955

Connects water lines with one quick snap - Durable ball-locking mechanism secures connection



E6V37
Page 8-134

Pressure Washer Hose Assembly
41504

DOM EM857 1SC
Certification



E6V37
Page 8-130

Turbo Lance
Rotary Pressure Washer Nozzle
DD1263

Rotating circular spray motion boosts cleaning power up to 85%. Use for high-impact, large area power rinsing



lawsonproducts.com

Fleet and Transit Repair and Maintenance



Avoid costly downtime and extend the time between repairs with regular maintenance of your fleet vehicles and equipment. Keep your fleet up and running with brake fittings and cleaners, frame maintenance solutions, battery corrosion control and everyday shop supplies designed to perform and last.

- Bulk Brake Cleaning Systems
- Crimper Assortments
- Torrent Parts Washing Machine
- Hydraulic & DOT Air Brake System Maintenance
- Frame & Trailer Maintenance
- Battery Maintenance
- Corrosion Control
- Welding Alloys
- Interior Vehicle Cleaning
- Shop Supplies

Bulk Brake Cleaning Systems

Keep your brake repairs in working order with bulk brake cleaner systems. Our Kwik and EZ Fill System Plus saves up to 30 percent compared to standard aerosol products with one charge completely filling a 32 oz. refillable container in seconds.

Kwik and EZ Fill Machine



32 oz. Aero-Miser™ with Transfer Labels



55 Gallon Drum





For every 55-gallon drum of chemicals used with the Kwik and EZ Fill System Plus, you keep up to 600 disposal aerosol cans out of landfills.

Scan QR Code to view details on limited time offer for Kwik and EZ Fill System Plus

E6V37
Page 24-120

Crimper Assortments

Don't slow down, crimp in-house. Take control of your hydraulic maintenance and start making your own hose assemblies with crimper assortments from Lawson Products.

EP1000Z280 or AP1000Z280

Assortments contain:

- Crimper
- Air/Hydraulic or Electric Pump
- All necessary tooling to crimp hose and fittings
- 50 foot roll of each hose size
- Fittings covering Pipe, JIC, Flat Face O-Ring connection styles
- Storage for fittings and hose
- Bin stand legs sold separately item A24S or A24



Scan QR Code to view Hydraulic Solutions brochure and special, limited time offer

E6V37
Page 8-6



TORRENT

Speed | Strength | Safety





A revolutionary and powerful aqueous parts washing machine that combines the triple-action cleaning power of heat, chemistry and pressure for superior results.

TRADITIONAL PARTS WASHERS - THE PROBLEM

- Generally unsafe to use and require PPE due to exposure and splash back of solvents.
- Cleaning time is increased due to slow manual parts washing with a brush - required for hard-to-reach parts.
- Not environmentally-friendly.
- Typically lower pressure - resulting in inefficient cleaning of parts

TORRENT - THE SOLUTION

- Improved productivity
- Pressure, temperature and chemistry for a faster cleaning
- Reduces the need for flammable solvents
- Lowers labor costs
- Reduces secondary cleaning with aerosols
- Sealed wash area creates a safer user experience
- Reduces exposure to harmful solvents
- Washes all parts safely

IMPROVED PRODUCTIVITY

- Pressure, temperature and chemistry combined for faster cleaning
- Reduces secondary cleaning with aerosols

SAFER USER EXPERIENCE

- Reduces exposure to harmful chemicals
- Enclosed wash area provides safer operation
- Washes all parts safely

ENVIRONMENTALLY-FRIENDLY

- Eliminates solvent-based chemicals
- Helps achieve ISO goals and objectives









Torrent Parts Washing Machine

Torrent 500
115 ETL - 1 Unit
PM99974000

For most parts cleaning applications: Sink capacity 28.5" width x 24" length x 24" height (16,416 cubic inches).



Scan QR Code to view video

lawsonproducts.com

Torrent 700
230V - 1 Unit
PM99977001

For larger parts cleaning applications: Sink capacity 51" width x 30" length x 24" height (36,720 cubic inches).



Scan QR Code to view video

lawsonproducts.com

Aqueous Parts Cleaning Solution
DY60110101



Scan QR Code to learn more



lawsonproducts.com

Hydraulic & DOT Air Brake System Maintenance

Keep your fleet safe with fittings and brake solutions from Lawson Products. We offer repair solutions for automotive hydraulic brake systems and DOT-approved components for air brake systems, including customizable fittings and hoses to fit a wide variety of repair specifications.

Automotive Hydraulic Brake Systems

Steel Hydraulic Brake Lines Assortment
12040



lawsonproducts.com

Polyvinyl Fluoride-Coated (PVF-Coated) Steel Hydraulic Brake Line Assortment
KL188



lawsonproducts.com

Bus & Heavy Duty Truck Air Brake Systems

Brass Air Brake Fittings, Push-To-Connect D.O.T.
LP694
Assortment -
Brass, 18 Items, 36 Pieces, 1/4" and 3/8" D



E6V37
Page 1-276

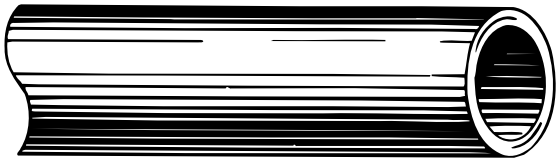
Instant Air Brake Fittings, D.O.T. Small Dia.
LP273
Assortment -
23 Items, 46 Pieces 1/4" and 3/8" D



E6V37
Page 1-275

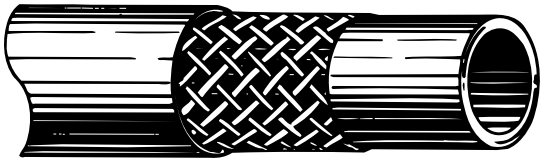
DOT Nylon Air Brake Tubing

N-2 Nylon Tubing
5409



E6V37
Page 23-12

T-Hose Tubing
52508



E6V37
Page 23-12

Fleet and Transit Repair and Maintenance

Frame & Trailer Maintenance

Keep the integrity of your fleet frames and trailers with regular inspections and repairs. Carbide hole cutters, specialty tapered reamers, grinding wheels, industrial-grade fasteners, and lubricants result in more efficient repairs and help minimize downtime.

Open and Shut
Nut and Bolt Loosener and Rust Penetrant
DA6152



Scan QR Code to view Problem Solver

E6V37 Page 24-26

Grade 8, High-Strength Flange Bolts
Black Phosphate and Oil
1586552



E6V37 Page 3-59

Carbide-Tipped Hole Cutters Sets
19716
with ETP Gold
P91010 & P91016



E6V37 Page 11-91

Drill and Reamer Sets
91894



Scan QR Code to view Problem Solver

E6V37 Page 11-27

Premium Ceramic Grinding Discs
1507064



Scan QR Code to view video

E6V37 Page 12-11

Ceramic Grain Cut-Off Wheels
1562384



Scan QR Code to view video

E6V37 Page 12-4

Frame & Trailer Maintenance

Regency® Step Reamer Set
3 Pc. (Pack of 1)
1597544



Scan QR Code
to view video

E6V37
Page 11-27

Slash-N-Grind Wheel
4-1/2" x 3/32" x 5/8-11" Arbor
DY87664646



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Battery Maintenance

An effective fleet is only as good as its power supply. Keep your fleet's power supply amped up with battery terminals and cables from Lawson Products.

Tru-Crimp® 100 Battery Terminals, Lugs and Butt Connectors, 1/0 and 2/0 Ga.
LP581



Scan QR Code
to view video

E6V37
Page 1-225

Flex Battery Cable
P52499



Scan QR Code
to view video

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Page 18-3

Battery Maintenance Kit
1437951

Designed to clean and protect your battery from the elements. 3/Terminal Cleaner, 3/Terminal Protector & 1/Brush



E6V37
Page 18-29

Hand Hydraulic Battery Cable Crimper Set With Dies And Case
DY89310650



lawsonproducts.com

Fleet and Transit Repair and Maintenance

Corrosion Control

Ensure the reliability of your battery-powered equipment with cleaners and sealers designed to protect batteries from dirt, dust, water and corrosion.

Outlast
Heavy-Duty Rubberized Coating
DA6802



Scan QR Code to view problem solver

E6V37
Page 24-63

Metalize
One-Step Rust Converter
DA7490

Converts old rust and helps protect against new rust. black finish coat which can either be left alone or painted over.



E6V37
Page 24-61

High Solids Paints



Scan QR Code to view video

E6V37
Page 24-53

Welding Alloys

Welding electrode designed for extracting broken bolts, studs and taps from threaded holes.

X-Tractalloy
Extracting Welding Electrode
Non-Conductive Flux 3/32
EG00450000

lawsonproducts.com





Interior Vehicle Cleaning

You work hard to keep your fleet looking and working great—keep the interior the same. Eliminate even the strongest odors, such as smoke or trash, fast with our odor control products. Protect and clean your vehicles from dirt, oil, grease and more with high-performing, maximum-strength cleaners.

Presta Products
Clean 'N Shine Cleaner
1434528

Cleans, shines and protects in one, easy step. Removes dirt, prevents drying and cracking.



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Keynote
Heavy-Duty Cleaner
DL1080T12



Scan QR Code to view problem solver

E6V37
Page 24-74

Drummond™ Whallop Industrial Foam Cleaner with Teri Wipers
1536651



E6V37
Page 24-71

Drummond™ Spitfire Instant Carpet Spot
DA7141

Spitfire blasts away oily, dirty, greasy carpet spots instantly. Deodorizes as it cleans



Scan QR Code to view video

E6V37
Page 24-127

Fleet and Transit Repair and Maintenance

Shop Supplies

A clean and organized shop is an efficient shop. Have the right part at the right time to get the job done. We'll keep your shop stocked with the products you need, such as hand cleaners, wipes, towels and gloves, for quick repairs and fast clean-up.

Ready Orange Wipes Waterless Hand Cleaner Towels In-A-Bucket
54334



E6V37
Page 24-96

Citrus Lotion Hand Cleaner
28261



E6V37
Page 24-92

Wall-Mounted Dispenser
A1M10

Designed for Lawson hand cleaners. Sold separately.



A1M10

Ultra Tech 13 Ga. Dyneema® Gloves
SF13042

Dyneema® fiber is woven in for the highest possible tensile strength and the highest level of cut protection - up to 15 times stronger than steel. Seamless knit for strength, comfort and flexibility. Gray polymer coated. Salt and pepper color. X-Large size.

Conforms to ANSI Abrasion 6, Cut A3 and Puncture 3



E6V37
Page 25-49

Crews BearKat Safety Glasses
SF10912

Clear (also available in gray, light blue, or magnifiers).
Scratch Resistant.
99.9%UV Protection.



Meets ANSI Z87.1 High Impact and CSA Z94.3 safety standards.

E6V37
Page 25-3

Lens Cleaning Towelettes
SF10357



E6V37
Page 25-10

WypAll® X80 ShopPro® Towels
29371, 28137, 29372

Absorbs more oil and water faster, pound for pound, than laundered shop towels



E6V37
Page 16-19

Magic Monkey Granular Absorbent
1588497

Scan QR Code to view video



E6V37
Page 25-139

Water Treatment



Keep your water treatment facilities and pipelines free from corrosion, leaks and pests with water facility maintenance solutions from Lawson Products. Our products keep your operations up and running, eliminating costly downtime and contamination.

- General Water Treatment Facility Maintenance
- Corrosion Treatment & Prevention
- Sewer & Wastewater Line Maintenance
- Pest Control
- Floor Maintenance
- Repair Compounds

General Water Treatment Facility Maintenance

Ensure the integrity and maintain the reliability of your water treatment facilities. Our fast and effective concrete repair, quick-curing epoxies, industrial-grade fasteners and high-performance lubricants keep every aspect of your facility in order.

Tractite
Instant Concrete Repair Compound
DN4310 05



E6V37
Page 24-69

Mega-Stick
Epoxy Repair Compound
Dark Grey, 4oz, Plastic Tube (Pack of 1)
EG57020000



lawsonproducts.com

Rust Guardian
Rust Encapsulating Coating
DY60085501



lawsonproducts.com

Stainless Steel Fastening Systems Assortments

316 Premium Stainless Steel

Item No.	Dia. (Inches)	No. of Items	No. of Pieces
CT316P	1/4 – 1/2	32	825
CT316P80	1/4 – 5/8	40	895

18-8 Stainless Steel

Item No.	Dia. (Inches)	No. of Items	No. of Pieces
CT1808A	1/4 – 1/2	32	830
CT1808A80	1/4 – 3/4	48	940



E6V37
Page 1-64 & 66

Lubri-Temp
Multipurpose Anti Seize Compound
19921



Scan QR Code to view video

E6V37
Page 24-43

Water Treatment

Corrosion Treatment & Prevention

Repair and prevent the damaging effects of rust and corrosion. Quickly dissolve and breakdown rust from steel, concrete, porcelain, fiberglass and tile surfaces with our rust treatment products.

Erustor
Rust Destroyer
DL3300T12



E6V37
Page 24-62

BRR-Eaker
Premium Rust-Breaking Penetrant for Nut and Bolt Assemblies
DA8060



Scan QR Code to view video

E6V37
Page 24-27

Sewer & Wastewater Line Maintenance

Keep your wastewater systems free from clogs and odors with pipeline maintenance solutions from Lawson Products. Our high-performance chemicals are specifically formulated for sewage plants, drain lines and filter bed applications to quickly remove odors and breakdown grease and organic materials.

Mask
Emulsifying Odor Counteractant
DL1590 05



E6V37
Page 24-151

Sewer Shark
Vacuum, Sewer and Roto Jet Wash Degreaser
DL4310 05



E6V37
Page 24-149

Clean Buoy
Floating Lift Station Degreaser
DL2622 05

Scan QR Code to view problem solver



E6V37
Page 24-151

Pest Control

Protect water facility workers and prevent bites and stings from common pests found at water lines, pumps, lift stations, and meters. Pest control solutions from Lawson Products help prevent crawling and flying insects from infesting and damaging critical areas.

Kibosh
Wasp, Hornet, Bee and Yellow Jacket Killer
DR8222

Scan QR Code to view video



E6V37
Page 24-139

Raze
Crawling and Flying Insect Killer
DR8810

Scan QR Code to view problem solver



E6V37
Page 24-138

Insect Shield
Insect Repellent Wipes, Colorless, 8" x 10" (Pack of 50)
42314



E6V37
Page 24-139

Floor Maintenance

Keep the facility safe and protected with the brand new line of Mega floor coatings, finishes, and repairs.

Mega-Stripe SR
400ml, Black (Pack of 1)
EG57563700
2 Part, Fast Set, Slip Resistant Coating.



lawsonproducts.com

Mega-Crete Slurry II
Concrete Repair Compound
50 lbs. Kit (Pack of 1)
EG57562702



lawsonproducts.com

Repair Compounds

Mega Tech, Brushable, Wear Resistant Coating
2 lb Kit, White/Blue (Pack of 1)
EG57580200
Protects pump housings, flanges, impellers and pipe from abrasion wear.



lawsonproducts.com

Mega-Stick Instant Steel Patching Compound
Epoxy Repair Compound
Dark Grey, 4oz, Plastic Tube (Pack of 1)
EG57020000



lawsonproducts.com

Mega CS Crushed Ceramic, Wear Resistant, Repair Compound
5 lb. Kit, Light Gray
(Pack of 1)
EG57500500



lawsonproducts.com

VALUE ADDED SERVICES
That Make Doing Business Easy



Special Product Sourcing

- Let us help you find hard-to-find products
- Our Special Products Sourcing Team is ready to provide product solutions specific to your operations



E-Procurement Solutions

- We connect with virtually every e-procurement and punch out system including Jaggaer, SAP Ariba, Coupa, Oracle, and more
- Easy access to products, pricing and personalized E-Quotes from your procurement system



Product Expertise & Training

- Our team of representatives and engineers are on-site and on-call to help you choose the right products for your specifications
- Product-specific training is tailored to meet your specific needs, planned around your schedule and hosted at your location



Not Just Organized...Optimized

Your Lawson Representative ensures the products you need are on-hand and stocked according to your preferences and usage.

- Eliminate time spent taking small-parts inventory and placing re-orders
- Minimize time spent looking for products in a disorganized parts room
- Reduce the number of unplanned trips to off-site stores looking for parts
- Decrease project downtime by having the right parts stocked and ready for use

LAWSON Products

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Mississauga, ON L5N 5Z4 Canada

GOVERNMENT FACILITIES
Universal Shop Set-Up

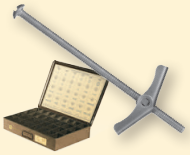
The Most Popular Assortments Utilized By Government Facilities



LP135
Phillips Pan Head
Sheet Metal Screws
24 Items, 685 Pieces



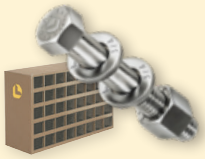
LP742
Phillips Bugle Head Drywall
Screws – Coarse Thread
10 Items, 1,175 Pieces



LP330
Light-Medium Duty
Anchors
15 Items, 555 Pieces



LP757
TORX Tamper-Resistant
Button Head Machine
Screws
24 Items, 440 Pieces



CT146A
Tuff-Torq Grade 8
Fastening Systems,
40 Items, 3,595 Pieces

Scan QR Code to view video



LP708
Supertanium Quad-Grip
Slotted Hex Head Self-
Drilling Screws
16 Items, 650 Pieces



LP665
TOGGLER Toggle Bolt
Anchors
4 Items, 70 Pieces



LP479
Hardflex Reciprocating
Saw Blades
8 Items, 40 Pieces



LP836
Ty-Rap Cable Ties, Black
6 items, 300 pieces

Storage Equipment Included:



A33
Two, 4-Drawer
Heavy-Duty
Roller Racks

A40
40 Compartment
Storage Bin

A26
Rack Stand With
15" Legs

A24
Bin Stand With
12" Legs

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RECOMMENDED CUTTING TOOL SETS

29 Piece, Jobber Length Fractional Size Drill Bit Set

- 135° modified split point
- Self-centering point; eliminates drill walking
- Manufactured from top-quality high-speed steel to reduce breakage and chipping for increased toughness and longer tool life
- Drill size equals the shank size
- Gold Finish
- Comes supplied in a high-impact storage index
- Made in USA
- Pkg. Qty. 1

84750A

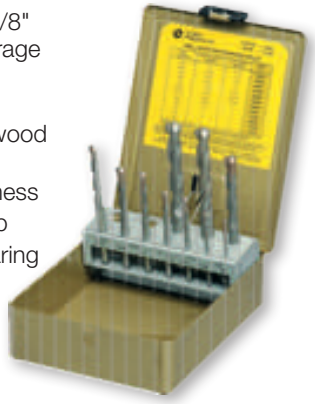


REGENCY®
A LAWSON PRODUCTS BRAND

10 Piece, Drill Which Multipurpose Drill Bit Master Set

- Contains one each of drill bit sizes 1/8" through 1/2", in a durable metal storage index (A1I32)
- Specializes in concrete, flooring and roofing tile, ceramic, marble, steel, wood and multiple material applications
- Drills any material up to Rc 65 hardness
- Impact-resistant tungsten carbide tip
- Resists chipping, cracking and shearing under pressure and at high RPM
- Pkg. Qty. 1

56159



Cryotool Oscillating Tool Blades

Our Cryotool Oscillating Blades are designed and manufactured to be the best performing tools available for Oscillating Multi-Tools.

- Cryophase treated for improved saw blade and scraper/cutter edge life

DY80360025 – 4-3/8" OAL x 1-3/4" W
DY80360027 – 3-3/4" OAL x 1-3/4" W
DY80360031 – 3-1/8" Dia, Semi-Circular



CryoTool®
A LAWSON PRODUCTS BRAND

6 Piece, Wood Boring Drill Bit Set

- Double cutting spurs scribe the outside of the hole for reduced breakout and cleaner holes
- 40% thicker cutting edge and 25% larger shank diameter increase durability and drilling life
- Patented BLUE-GROOVE point and cutting edge for faster chip removal and overall drilling speed
- High-visibility size marking

92971



LAWSON Products



FACILITY MAINTENANCE ESSENTIALS

Keep Your Facilities Running Smoothly, from the Infrastructure to the Equipment Inside and Outside

Concrete Repair Compound Kit

Mega-Crete™ Slurry II with Eco Green Aggregate

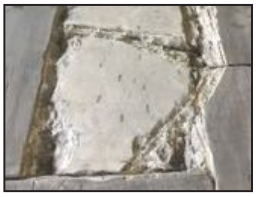
Utilizing recycled windshield glass, this easy-to-mix concrete and masonry resurface, and repair compound is four times stronger than concrete. No water needed! Ideal for repairing spalled and damaged concrete.

- Bonds to a variety of materials including concrete, masonry, metal/rebar and wood
- Resistant to fuels and lubricants – ideal for use in industrial and fleet environments
- Can be applied to damp concrete and cold floors down to 35°F (2°C)
- Cure time: hard in 2.5 hours for vehicle traffic

Each kit consists of proprietary polymer blend and aggregate
10 lbs. covers 6 sq. ft. @ ¼" depth - Item No. 1635354
20 lbs. covers 12 sq. ft. @ ¼" depth - Item No. 1635345
50 lbs. covers 32 sq. ft @ ¼" depth . - Item No. 1635349
100 lbs. covers 63 sq. ft @ ¼" depth . - Item No. 1635348



Before



After



Slip-Resistant Ground Stripes

Mega-Stripe™ SR Coating

Quickly install professional, slip-resistant stripes on a variety of indoor and outdoor walking surfaces to improve safety and reduce risk of falling.

- Can easily be applied to rough or irregular surfaces
- Abrasion, chemical and solvent resistant for effective, long-lasting use
- Does not create odor
- Cure time: 6 hours
- Light foot-traffic ready in 3-4 hours at 75°F
- Pkg. Qty. 1
- Size: 400 ml.

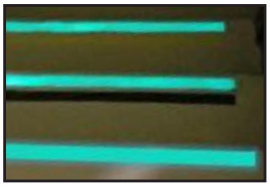
Black – Item No. EG57563700
Yellow – Item No. EG57563730
Glow-In-the-Dark – Item No. EG57563740



Apply with Mega Manual Dispensing Gun – Item No. EG57573512







Scan QR Code to view video

Pipe Leak Repair

Python-Wrap™ Leak Repair System

Permanently repair leaks, breaks and punctures in all types of piping. Python-Wrap™ Cures quickly to a high-strength patch, reducing costly downtime.

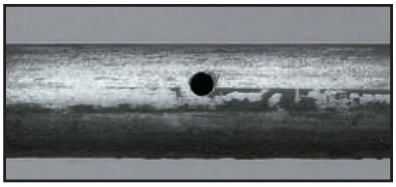
Stock one product to cover all your applications: copper, plastic, clay, cast iron, rubber, lead, aluminum, stainless steel, concrete, fiberglass and PVC pipes

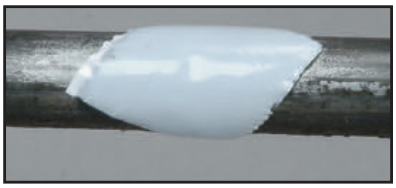
- Apply easily by hand with no mixing and no mess – water activated
- Can be use with fuel pumps, chemical hoses, and warm water pipes. Resistant to gasoline, oil, diesel fuel and a wide range of chemicals, including acids and alkalis.
- Cure time: within 30 minutes

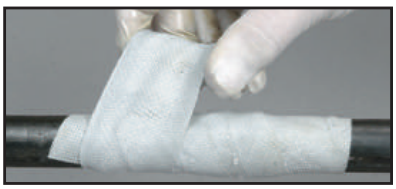
Kits includes wrap, seal, gloves and instructions

5' L x 2" W for pipe size 1/8" to 1/2" - Item No. P30207
9' L x 3" W for pipe size 1-1/2" to 4" - Item No. P30242
15' L x 4" W for pipe size 4" to 8" - Item No. P30257









LAWSON Products



FACILITY MAINTENANCE ESSENTIALS

Keep Your Facilities Running Smoothly, from the Infrastructure to the Equipment Inside and Outside

AC/Refrigeration Coil and Fin Cleaner

Drummond® Slash AC/Refrigeration Coil & Fin Cleaner

Quick-penetrating, grime-cutting solvent removes the toughest buildup of dirt, grease and lint from coils, fins and filters. Dries quickly and leaves no oily residue. Use regularly to keep equipment clean, efficient and in service.

- Cleans both condenser (hot side) and evaporator (cold side) coils
- Contains no strong acids, caustics or chlorinated solvents – no need to rinse
- Safe on aluminum, steel, brass, most rubbers, plastics and painted surfaces
- Pleasant citrus scent freshens the room
- Pkg. Qty. 3
- Net Wt. 18 oz.

Item No. DA7180



Moisture Displacer

Drummond Repell Moisture Displacer

Rust preventative and water displacing lubricant penetrates moisture & corrosion and displaces moisture quickly. Reduces downtime and costly equipment repairs by creating a thin film to protect electrical equipment against power drain and electrical current leakage caused by moisture.

- Dries out damp electrical equipment and reconditions water-damaged equipment
- Non-conductive dielectric strength makes it safe for use on electrical equipment
- Temperature Range: - 20° to +350°F
- Pkg. qty. 3
- Net Wt. 20 oz.

Item No. DA6172



Insecticides

Drummond Kibosh Wasp, Hornet, Bee & Yellow Jacket Killer

A powerful stream shoots up to 20 feet to knock bugs down and kill on contact, allowing you to rid stinging insects from a safe distance.

- Kills with residual action when wasps and hornets return to nests
- Acts as a barrier that prevents insects from entering buildings
- Pkg. Qty. 3
- Net Wt.14 oz.

Item No. DR8222



Scan QR Code to view video

Drummond Raze Crawling and Flying Insecticide

A residual bug killer that stops crawling bugs in their tracks and keeps killing for up to 12 weeks. Does not contain petroleum or strong perfumes that can irritate employees, customers and hotel guests.

- Non-staining, odorless, water-based formula is safe to use indoors, outdoors, and on most surfaces including furniture.
- Effective against a variety of insects, including fleas, bedbugs, lice and their eggs
- Pkg. Qty. 3
- Net Wt. 16 oz.

Item No. DR8810



Scan QR Code to view problem solver

Lawson Spray Handle for Aerosol Cans



Item No. 97343

- Instantly turns your aerosol cans into safe, easy-to-use spray guns
- Clips easily into the valve mounting cup of any aerosol can
- Comfortable grip is user-friendly
- Rugged, durable construction; solvent-resistant plastic lasts for years
- Patented safety shield offers worker protection from misdirected spray
- Pkg. Qty. 1

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WATER TREATMENT FACILITY
Universal Shop Set-Up

The Most Popular Assortments Utilized By Water Treatment



KL224
Metric 8.8 Coarse Thread Cap Screws
24 Items, 830 Pieces



LP96
Buna-N O-Rings, Small Dia.
24 Items, 400 Pieces



LP529
Nylon Cable Ties, Weather-Resistant Black
5 Items, 375 Pieces



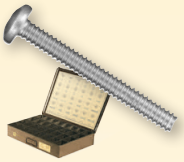
LP770
Tuff-Grit® Twist-On Surface Conditioning Discs
8 Items, 107 Pieces



LP753
Hardflex® Regency® 0.042" Reciprocating Saw Blades
6 Items, 21 Pieces



LP259
Tru-Seal® Terminals and Connectors (3-Piece Design), Sizes: 22--18, 16--14 and 12–10 Ga.

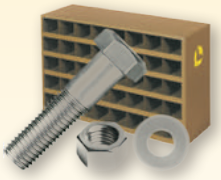


LP268
Phillips Pan Head Machine Screws, 18-8 Stainless Steel
24 Items, 1,125 Pieces



LP468
1/4" UltraCon® Masonry Anchors
115 Items, 243 Pieces

CT1808A
18-8 Stainless Steel Fastening Systems, 1/4" – 1/2" Diameters
32 Items, 830 Pieces



Storage Equipment Included:



A33
Two, 4-Drawer Heavy-Duty Roller Racks

A40
40 Compartment Storage Bin

A26
Rack Stand With 15" Legs

A24
Bin Stand With 12" Legs

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RECOMMENDED WATER TREATMENT SUPPLIES

Customized Water Hose Assortment

Assortments Include A20 Heavy-Duty Steel Drawer



Brass Water Line Quick Disconnect Couplings

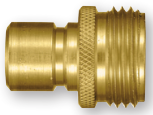
Female Garden Hose Thread (A) x Quick Disconnect Coupler (B)



Fitting Dimension A	Fitting Dimension B	Item No.	Pkg. Qty.
3/4-11-1/2	Quick Disconnect Coupler	**98954**	2
	Quick Disconnect Coupler	**50377***	1

**Valved for automatic shut-off*

Male Garden Hose Thread (A) x Quick Disconnect Nipple (B)



Fitting Dimension A	Fitting Dimension B	Item No.	Pkg. Qty.
3/4-11-1/2	Quick Disconnect Nipple	**98955**	2

For use with valved or non-valved couplers

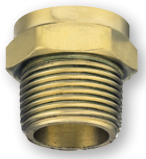
Brass Garden Hose Adapters

Male Pipe (A) x Male Garden Hose Thread (B)



Fitting Dimension A	Fitting Dimension B	Item No.	Pkg. Qty.
1/2-14	3/4-11-1/2	**98600**	2
3/4-14	3/4-11-1/2	**98601**	2

Male Pipe (A) x Female Garden Hose Thread (B)



Fitting Dimension A	Fitting Dimension B	Item No.	Pkg. Qty.
1/2-14	3/4-11-1/2	**98603**	2
3/4-14	3/4-11-1/2	**98604**	2

Requires Garden Hose Thread Washer 98602

Female Pipe (A) x Male Garden Hose Thread (B)



Fitting Dimension A	Fitting Dimension B	Item No.	Pkg. Qty.
1/2-14	3/4-11-1/2	**98605**	2
3/4-14	3/4-11-1/2	**98606**	2

Female Pipe (A) x Female Garden Hose Thread (B)



Fitting Dimension A	Fitting Dimension B	Item No.	Pkg. Qty.
1/2-14	3/4-11-1/2	**98607**	2
3/4-14	3/4-11-1/2	**98608**	2

Requires Garden Hose Thread Washer 98602

Brass Garden Hose Adapters

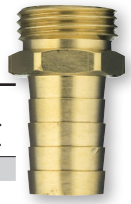
Male Garden Hose Thread (A) x Male Garden Hose Thread (B)



Fitting Dimension A	Fitting Dimension B	Item No.	Pkg. Qty.
3/4-11-1/2	3/4-11-1/2	**98599**	2

Brass Garden Hose Fittings

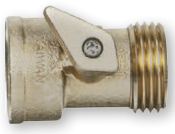
Hose Barb (A) x Male Garden Hose Thread (B)



Fitting Dimension A (Inches)	Fitting Dimension B	Item No.	Pkg. Qty.
1/2 (-8)	3/4-11-1/2	**98611**	2
5/8 (-10)	3/4-11-1/2	**88887**	2
3/4 (-12)	3/4-11-1/2	**88888**	2

Garden Hose Shut-Off Valve

Female Garden Hose Thread x Male Garden Hose Thread



Thread Size	Item No.	Pkg. Qty.
3/4-11-1/2	**50374**	1

Additional Water Treatment Essentials

Spilfyter® Oil-Only Sorbent Pads





A great alternative to high-end sorbents. Tough enough to stand up to daily use. Available in Universal and Oil-Only versions. Non-bonded and non-perforated for optimal absorbency. Double-weight gray color hides grime and allows the sorbent to blend into the industrial background.

- Economy Grade Oil-Only Sorbent Pad
- 28 Gallons/Case Absorption Capacity
- Pkg. Qty. 1 – 100/Box
- Size: 16" x 18"



SF11603

Tuff-Grit® Waterproof Abrasive Shop Roll

Ideal for deburring, cleaning and polishing metal parts exposed to fluids. Superior grain retention makes this the ideal abrasive for industrial, automotive, and plumbing applications

- Aluminum oxide abrasive cloth is impervious to degradation by water, cutting oils, grease, chemicals, and other solvents.
- Pkg. Qty 1 – (Includes 3 Rolls)
- Size: 1-1/2" W x 10 yds, 1-1/2" Width

57613 - 80, 120, 150 Grit
55383 - 60, 80, 120, 150 Grit
57614 - 180, 240, 320 Grit



LAWSON Products



WATER TREATMENT ESSENTIALS

Keep Your Water Treatment Facilities Running Efficiently

Loctite® QuickStix™ Threadlocker Variety Kit



The most popular Loctite threadlockers for use in vibrating assemblies are available in a convenient kit. Comes in stick form for easy application.

- No dripping.
- Works on all metals
- 268 (Red) is high-strength adhesive designed to permanently lock assemblies
- 248 (Blue) provides a medium strength bond to prevent loosening; can be removed by hand tools
- 7088 Primer Paste speeds the cure rate of the adhesives

Kit Includes:
1 Loctite Quickstix 268 Red Threadlocker – 1143635
1 Loctite Quickstix 248 Blue Threadlocker – 1143641
1 Loctite Quickstix 7088 Primer – 1143596

Item No.
1600259

Drummond Metalize with Steel Scratch Brush



Converts rust to a solid polymer to protect surface from future rust, moisture and contamination, all in one easy step. Just remove grease, dirt, and loose, flaking rust with steel brush. Sandblasting is not required.

- Cures to a tough black finish coat which can be painted over
- Temperature range: Up to 250°F (121°C) when cured
- Brush to remove rust has wooden handle with 10" x 1-1/8" block size
- Pkg. Qty. 1

Kit Includes:
3 Metalize Rust Converter. Net Wt. 10.25 oz. – DA7490
1 Steel Brush – 83906

Item No.
1536654

Rotanium Blue Grease HT Waterproof, Multi-Purpose Grease



High-performance, calcium-sulfonate based grease for general industrial maintenance applications. Extremely resistant to water washout, will not break down under heavy load applications.

- Applications include mechanical hoists, conveyor systems, anti-friction bearings, exposed gears, and drives
- Wide temperature range: 0°F to 500°F
- Pkg. Qty. 1
- Net wt. 11.5 oz.

Item No.
1599238

LAWSON Products



WATER TREATMENT ESSENTIALS

Keep Your Water Treatment Facilities Running Efficiently

Patch 'N Bond™ AquaStik Epoxy Repair Compound Stick

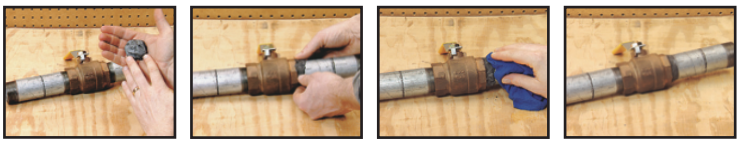
Easy-to use, two-part single stick ensures a correct component mix every time. Simply cut off required amount, knead to a uniform putty-like consistency, and apply. Cures quickly even under water.

- No drips or runs
- Cure Time: 3 to 20 minutes
- Can be drilled, sawed, carved, sanded, stained, painted, or filed within an hour
- Resists most chemicals
- Pkg. Qty. 1
- Size. 4 oz.



Item No. Aquastick Bronze
P45335

Item No. SteelStik White
55374



LU 103 Rust Breaker Heavy-Duty Rust Penetrant

Fast-acting petroleum-based product quickly loosens rust while penetrating grease and dirt. A transparent, non-staining oil, its light film displaces moisture and acts as a corrosion preventative. Jet stream sprays up to two feet for safe, accurate application. Pleasant vanilla scent. It is a one-coat rust and corrosion preventive compound.

- High dielectric strength: 47,400V
- Temperature range: –20°F to +550°F (–28°C to +287°C)
- NSF H2
- Pkg. Qty. 12
- 16 oz. can size; 10 oz. net wt.

Item No.
1143332



Lubri-Temp Multipurpose Anti-Seize

Provides a long-lasting protective coating in highly corrosive and hot environments to prevent metal-to-metal seizing, galling, and sticking in stainless steel and petrochemical applications

- Special blend of synthetic oil and solids ensures resistance to decomposition and oxidation
- Excellent water washout resistance.
- Not recommended for high-speed, close tolerance bearing applications.

Item No. 16 oz. Brush Top Can
19921

Item No. 5 lb. Plastic Can
19923

Item No. 13 oz. Aerosol
19920



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LAWSON Products

GOVERNMENT LAWN AND GROUNDS

Universal Shop Set-Up

The Most Popular Assortments Utilized By Government Lawn & Grounds



LP7349
Rotanium® Clear-Seal™ Heat Shrink Tubing Shop Assortment
4 Items, 28 Pieces

Scan to view video



1495191
Visa Seal™ Wire Terminals and Connectors
20 Items, 240 Pieces



LP529
Nylon Cable Ties, Weather-Resistant Black
5 Items, 375 Pieces



LP240
Metri-Torq® Cap Screws, P.C. 10.9, Coarse Thread
24 Items, 795 Pieces



LP580
Tru-Crimp® 100 Battery Terminals, Lugs and Butt Connectors, 4 – 1 Ga.
15 Items, 46 Pieces

Scan to view video



LP715
Phillips Pan Head Machine Screws
24 Items, 900 Pieces



LP143
Phillips Flat Head Wood Screws
24 Items, 1,150 Pieces



LP344
Phillips Pan Head Self-Drilling Screws
14 Items, 525 Pieces

Storage Equipment Included:



A33
Two, 4-Drawer Heavy-Duty Roller Racks

A26
Rack Stand With 15" Legs

A1M22
Optional Rack Stand with Wheels

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LAWSON Products



RECOMMENDED MAINTENANCE AND REPAIR PRODUCTS

Cutting Tools

Shredder™ Double-Sided Reciprocating Saw Blades
Plunge Cuts Easily



- Cuts wood and metal
- Designed to cut both directions
- Durable – Bi-metal construction for tough cuts
- HSS Edge for long life
- Plunge cuts easily – Eliminates drilling a starting hole
- Cuts nail embedded wood easily

Length (Inches)	Width (Inches)	Thickness (Inches)	Teeth Per Inch	Item No.	Pkg. Qty.
6	1	0.040	6T/10T	**PM08220020**	3
	1	0.040	10T/10T	**PM08220021**	3
8	1	0.040	6T/10T	**PM08220022**	3
	1	0.040	10T/10T	**PM08220023**	3

High-Strength Epoxy Repair Compound

Dr. C / Doctor Ciovacco
High-Strength Epoxy Repair Compound

Dr. C is an all-purpose 2-part epoxy repair compound formulated for a wide variety of repair challenges that require a firm cure adhesive. This quick-setting compound repairs spalls, cracks, and other types of concrete damage. Offers an economical way to anchor handrails, cabinets, and shelving. Cures in temperatures as low as -40°F (-40°C).

- Bonds to virtually any surface including concrete, steel and more
- Stronger than concrete but retains moderate flexibility
- Applies easily with the Quick-Mix Gun; no hand mixing required
- Convenient and cost effective; re-usable self-mixing dual barrel cartridge virtually eliminates waste
- Tensile Strength: 4,680 PSI
- Lap Shear Strength: Between 2,150 to 3,580 PSI



Container Type	Type	Size (ml)	Item No.	Pkg. Qty.
Cartridge	Self-Leveling	400	**EG57563402**	1
	Non-Sag	400	**EG57563502**	1

Static Mixing Tip for Dr. C. Non-Sag Formula

- Pkg. Qty. 10

EG57573530



Static Mixing Tip for Dr. C. Self-Leveling Formula

- Pkg. Qty. 10

EG57573540



Manual Dispensing Gun for Dual Cartridges

EG57573512



Pneumatic Dispensing Gun for Dual Cartridges

EG57573517



Safety Products

BearKat® Magnifiers Safety Glasses

Meets ANSI Z87.1 High Impact

SF10912 - Clear
SF10914 - Frost Black





Lens Cleaning Towelettes

Excellent cleaning with no streaking. 100 towelettes per dispenser.

SF10357



Class B – 36PW First Aid Kit

- For work zones that are high risk and/or complex
- The most comprehensive ANSI first aid kit offered

1488270



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LAWN & GROUNDS ESSENTIALS

Keep The Outdoor Areas Safe, Clean, And Orderly

Lubricants

LPA Protecting Agents

Safe to use on plastic, rubber and painted surfaces, Lawson LPA aerosols contain a 360° valve that allows spraying from any direction…even upside-down. LPA III forms a heavy, waxy coating that is a tough, long-lasting barrier against harmful atmospheric and chemical environments.

TAA COMPLIANT

LPA I

LPA I is a control agent that can reach into small areas and crevices to protect against corrosion. It will not attract dirt, gum, or dust.

- Light-duty lubricant



Container Type	Size (Oz.)	Item No.	Pkg. Qty.
Aerosol	11.75	**1419795**	3

LPA II

LPA II is great for indoor and outdoor use. It penetrates and leaves a thin, oily film which inhibits corrosion on parts and tools.

- Universal-purpose lubricant
- 16 oz. can size



Container Type	Size (Oz.)	Item No.	Pkg. Qty.
Aerosol	11.75	**1419796**	3

LPA III

LPA III forms a heavy, waxy coating that is a tough, long-lasting barrier against harmful atmospheric and chemical environments.

- Heavy-duty lubricant



Container Type	Size (Oz.)	Item No.	Pkg. Qty.
Aerosol	11.75	**90401**	3

Chain Saw and Sprocket Lubricant

Probe Foaming Action Chain and Sprocket Lubricant

Probe's foaming, penetrating action carries lubricant into areas where it is needed most. It helps prevent dry starts, gear chatter and premature wear. Plus, anti-sling properties maintain lubrication even in high-speed applications.

- 20 oz. can size; 16 oz. net wt.

TAA COMPLIANT





Container Type	Size (Oz.)	Item No.	Pkg. Qty.
Aerosol	16	**DA7840**	3

Hearing Protection

Laser Lite® Earplugs

Single-use earplug features self-adjusting polyurethane foam that expands to fit virtually every wearer.

TAA COMPLIANT



Description	NRR (Decibel)	Quantity Per Box (Pair)	Item No.	Pkg. Qty.
Uncorded, Poly Bag	32	200	**SF10804**	1
Corded, Poly Bag	32	100	**SF10805**	1

Inverted Tip Marking Paints

Inverted Tip Marking Paints

Excellent for use in marking construction and excavation sites and underground utility lines

- Meets the Uniform Color Code established by the American Public Works Association for underground utilities
- Sprays in an upside-down position
- Non-clogging, fast-drying product permits bright, easy-to-see lines
- Marking paint does not damage grass and will not wash off in wet weather





Also Available in Packs of 12

TAA COMPLIANT

	Description	Item No.	Pkg. Qty.
	Fluorescent Orange	**95784**	3
	Fluorescent Red/Orange	**95785**	3
	Fluorescent Red	**95786**	3
	High-Visibility Yellow	**95787**	3
	Caution Yellow	**95788**	3
	White	**95789**	3
	Golf Course and Turf White	**95790**	3
	Safety Green	**96255**	3
	Precaution Blue	**96256**	3
	Purple	**29990**	3
	Fluorescent Pink	**29968**	3
	Pain Marking Stick	**95792**	1

APWA Uniform Color Code

Color	Utility Line
White	Proposed Excavation
Pink	Temporary Survey Markings
Red	Electric Power Lines, Cables, Conduit and Lighting Cables
Yellow	Gas, Oil, Steam, Petroleum or Gaseous Materials
Orange	Communication, Alarm, or Signal Lines, Cables or Conduit
Blue	Potable Water
Purple	Reclaimed Water, Irrigation and Slurry Lines
Green	Sewer and Drain Lines

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LAWSON Products



LAWN & GROUNDS ESSENTIALS

Keep The Outdoor Areas Safe, Clean, And Orderly

Environmentally Friendly Cleaning and Degreasing Solution

Earth Harmony™ High-Strength Degreaser

Features a highly active formula that is suitable for the most severe cleaning and degreasing jobs in industrial and institutional applications. Strong formula quickly and safely breaks down and removes heavy deposits of grease, oil and dirt without the use of solvents or other hazardous ingredients. Apply by tank sprayer, mop floor scrubber or pressure washer.

This product meets Green Seal® Standard GS-37 based on effective performance, concentrated volume, minimized/recycled packaging and protective limits on: VOCs and human and environmental toxicity. GreenSeal.org.

- Non-corrosive and does not contribute to aquatic toxicity or eutrophication
- Dilution rate of 2 fl. oz. per gallon of water (1:64) to remove oil

Container Type	Size (Gal.)	Item No.	Pkg. Qty.
Pail	5	**DL4730 05**	5 Gal.
Drum	55	**DL4730 55**	55 Gal.

DRUMMOND® A LAWSON PRODUCTS BRAND



TAA COMPLIANT

Insect Repellent Spray

Can't Bite Me Personal Insect Repellent

Can't Bite Me is specially formulated to be the most effective insect repellent you can find. Spray on to repel mosquitoes, ticks, deer flies, black flies and fleas.

- 6 oz. Aerosol can size
- Pkg.Qty. 3

Item No. DR8370

TAA COMPLIANT

DRUMMOND® A LAWSON PRODUCTS BRAND



Insect Repellent Towel

Insect Shield™ Insect Repellent Towel

Insect Shield™ single packs have a 30% DEET formula and provide a highly effective level of protection. Easier to apply compared to sprays and is also waterproof and greaseless.

- Pkg. Qty. 50 Packets
- 8 in. Width, 10 in. Length

Item No. 42314



Wasp - Hornet - Pest Control Insecticide

Drummond Kibosh – Wasp, Hornet, Bee and Yellow Jacket Killer

Kibosh releases a powerful stream that shoots up to 20 ft. allowing you to kill stinging insects from a safe distance.

- Prevents nesting – kills with residual action when wasps and hornets return to nests
- Acts as a barrier that prevents insects from entering buildings
- 20 oz. Aerosol can size; 14 oz. net wt.
- Pkg.Qty. 3

Item No. DR8222

TAA COMPLIANT

Scan QR Code to view video



Drummond Raze Crawling and Flying Insecticide

Spray along baseboards, window frames and in cracks and crevices. Raze stops crawling bugs in their tracks for up to 12 weeks. Effective against a variety of insects, including fleas, lice, and bedbugs

- Safe to use indoors, outdoors, and on most surfaces. Non-staining/odorless
- 20 oz. Aerosol can size; 16 oz. net wt.
- Pkg.Qty. 3

Item No. DR8810

TAA COMPLIANT

Scan QR Code to view problem solver



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Recommendation for New Contracts

AEPA 023-A Maintenance Repair and Operations

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

Ferguson Enterprises due to not including Part F-Pricing Schedule

Solicitations received that were rejected DURING Category Committee evaluation with cause for rejection:

Varitec

Methodology Used by the Committee for Determination:

_____ Low responsive and responsible Respondent(s) based on the attached price tabulation.

_____ Low responsive and responsible Respondents(s) based on the attached market basket study tabulation.

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

Vendor(s) recommended with reason for recommendation:

Ameresco, Inc., Best Plumbing, Lawson, and Liftnow (Certified Lift), due to the large and diverse catalogs offering members a variety of products and choices/

The below responses listed deviations and/or exceptions :

Click or tap here to enter text..

Proposed Motion:

The Category Committee recommends that AEPA reject the responses from: Varitec
due to them being an HVAC only company they do not fit the MRO category.

Proposed Motion:

The Category Committee recommends the following responses for approval by AEPA:
Ameresco, Inc
Best Plumbing
Lawson
Liftnow (Certified Lift)

Committee Members

Committee Chair – Name & Signature: Anna Marie Hollander *Anna Marie Hollander*

Committee Member: Andrew Pickens

Committee Member: Rob Naughton

Committee Member: Click or tap here to enter text.

Ameresco						
Catalog	**Part Number**	**Description**	**AEPA Price**	**Internet price w/o shipping**	**Site**	
Habegger	KSAHS1501AAA	Carrier Hard Start Kit	$83.30	$133.20	Technical Hot & Cold	
Habegger	KSATX0301PUR	TXV Kit - 3 - 3.5 Ton	$127.40	$186.18	Technical Hot & Cold	
Graybar	4ST2L4040R	4' 39W Led 2L Strip 40K ND 4433LM	$49.69	$85.97	Elliott Electric Supply	
Paxton	010-296-US	Paxton10 Slimline Reader	$223.06	$235.00	Certified Alarm Distributors	
Paxton	125-001-US	125Khz ISO Proximity Card Licence x 1	$10.45	$11.00	Certified Alarm Distributors	
Paxton	351-210-US	TOUCHLOCK K50 compact keypad	$106.40	$111.00	Certified Alarm Distributors	
Paxton	400-195GG-US	Proximity Architectural Reader	$364.80	$384.00	Certified Alarm Distributors	
Paxton	900-120WT-US	PaxLock Pro - Latch, Galaxy, white	$712.50	$750.00	Certified Alarm Distributors	
			$1,677.60	$1,896.35		

Best Plumbing Part #						
Best Plumbing Part #	**Description**	**Manufacturer**	**Manufacturer part #**	**AEPA Price**	**Internet price w/o shipping**	**Site**
2117	ESCUTCHEON SCREWS (2) (CP)	MOEN, INC.	15528	$15.39	$7.53	Home Depot
8071	POWERS GASKET & DISC	POWERS C/O E. J. Dwyer Co., Inc.	410-182	$56.49	$45.84	Plumbmaster
10207	13-IN-1 RATCHETING DRIVER	MegaPro		$67.31	$49.68	Grainger
10141	FASTBACK SPRING UTILITY	MILWAUKEE/EMPIRE TOOL CORP.	48-22-4530	$27.81	$38.38	Grainger
10700	HYDRO THRUST PLUNGER	MILWAUKEE/EMPIRE TOOL CORP.	48-00-1420	$12.95	$13.53	Grainger
10706	3 FT FLEXICORE CLOSET AUGER	ORGILL, INC.	6754048	$107.89	$100.60	Plumbmaster
10828	ARROW HEAD CUTTER	MILWAUKEE/EMPIRE TOOL CORP.	48-00-5186	$12.52	$17.10	Plumbmaster
10342	STRAP GRIP 11-3/4 IN	KLEIN TOOLS C/O Kivlan Group	627-20	$59.78	$63.11	Grainger
10484	1/8 TO 2 PIPE CUTTER	JONES STEPHENS CORP.	J40051	$294.50	$328.90	Zoro
11434	BIG LARRY 2 WORK LIGHT	THREAD TOOL SUPPLY .com	SWTC-26	$33.25	$49.99	NEBO
11435	LARRY TRIO RECHARGEABLE WORK LIGHT	MILWAUKEE/EMPIRE TOOL CORP.	48-32-4521	$37.33	$32.95	Amazon
				$725.22	$747.61	

Lawson					
Lawson Part #	**Description**	**AEPA Price**	**Internet price w/o shipping**	**Site**	
10118	Knipex Plier, Adjustable Joint, Self-Gripping	$155.48	$201.94	Home Depot	
10993	Alden Wrench, Ratcheting Combination	$40.30	$40.12	SPT SunCoast	
10998	10Mm - 12Mm Ratcheting Alden Wrench	$33.81	$34.95	The Suncnotching System	
10999	13Mm - 14Mm Ratcheting Alden Wrench	$36.94	$39.95	The Suncnotching System	
		$266.53	$316.96		

Certified Lift					
Coats Part#	**Description**	**AEPA Price**	**Internet price w/o shipping**	**Site**	
80013002D	1300 Direct Drive Wheel Balancer,220V,60Hz, 1PH, 40mm	$5,883.02	$5,949.00	All Tire Supply	
8113033	Offset Truck Wheel Adapter, Ford Double Sided Adapter, 40mm I.D.	$549.19	$885.99	All Tire Supply	
850645003	6450-2D Heavy Duty Truck Wheel Balancer, 220V, 60Hz, 3PH	$15,714.10	$16,563.00	All Tire Supply	
		$22,146.31	$23,397.99		

Ameresco		Best Plumbing		Lawson		Liftnow Automotive Equipment Corp. (Certified Lift)	
Category	Catalog	Category	Catalog	Category	Catalog	Category	Catalog
HVAC	ACI	Plumbing	Best Catalog	Abrasives	Lawson Product Category	Pipe	Aircom
Electrical Repairs and Equipment	AEB			Automotive	Lawson Product Category	Balancers/Lathes/Changers/Tools &	AMMCO Coats (Hennessy Industries)
HVAC	AEB			Cabinets	Lawson Product Category	Diagnositic/Scan Tools	Autel
Safety Products	Air Monitor			Chemicals	Lawson Product Category	Lifts	Bend Pak AutoStacker
HVAC	Belimo			Cutting Tools	Lawson Product Category	Lifts/Jacks	Bend Pak Ranger
HVAC	Computrols			Electrical	Lawson Product Category	Balancers/Lathes	Bend Pak Wheel
Lighting	Cooper Lighting			Fasteners	Lawson Product Category	Lifts	Challenger Lifts
HVAC	CRC			Fluid Power	Lawson Product Category	Lift Parts	Challenger Lifts OE Parts
Security	Dell			Hand Tools	Lawson Product Category	Compressor	Champion Compressors
HVAC	Dwyer			Material Handling	Lawson Product Category	Lifts	Chassisliner
Electrical Repairs and Equipment	Eaton			Safety	Lawson Product Category	Compressor	Compressed Air Systems
HVAC	Ebtron			Shop Supplies	Lawson Product Category	Carts/Dollies	Goliath Carts
Electrical Repairs and Equipment	FDI			Welding	Lawson Product Category	Jacks	Hein Werner Family of Companies
HVAC	FDI					Presses/Vises/Hammers/Clamps	JPW Family of Companies
Material Handling Supplies	FDI					Lube/Hoses/Seals/Bearings	Lincoln Industrial/SKF
Lighting	GE Current					Air Conditioning/Fluids & Acc.	Mahle
Air Filters	Graybar					Stands/Jacks	Mahle
Electrical Repairs and Equipment	Graybar					Blades	Mattei Compressors
Fasteners	Graybar					Wash Systems/Parts	NS Incorporated
Plumbing	Graybar					Lifts	Omer
Safety Products	Graybar					Brake Solutions	Pro-Cut
Security	Graybar					Tire Changers/Clamps/Lathes	Quality Stainless Products
HVAC	Habegger					Bench Systems	Shure Manufacturing
Security	IC Real Time					Jacks/Presses/Dollies	Surewerx - American Forge & Foundry
HVAC	KMA HVAC					Welding	Surewerx - Sellstrom/Jackson Safety Products
Lighting	Leviton						
Lighting	Lithonia Lighting						
Lighting	Lutron						
HVAC	Niagara						
Plumbing	Onicon						
Security	Paxton						
Lighting	RAB Lighting						
HVAC	Reliable Controls						
Electrical Repairs and Equipment	RIB						
Electrical Repairs and Equipment	Richards Electric						
Fasteners	Richards Electric						
Safety Products	Richards Electric						
HVAC	Senva						
HVAC	Thermal Instruments						
Electrical Repairs and Equipment	Windy City Wire						
HVAC	Windy City Wire						
Batteries and Flashlights	Wolff Brothers						
Electrical Repairs and Equipment	Wolff Brothers						
Fasteners	Wolff Brothers						
Hand Tools	Wolff Brothers						
Plumbing	Wolff Brothers						
Powertools	Wolff Brothers						
Safety Products	Wolff Brothers						
Welders, Soldering Equipment	Wolff Brothers						

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Acceptance of Solicitation & Contract

Association of Educational Purchasing Agencies

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

PART I: RESPONDENT

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

Business Name	Best Plumbing Specialties, Inc.	**Date**	September 7, 2022
Address	3039 Ventrie Court	**City, State Zip**	Myersville, MD 21773
Contact Person	Melissa Maher	**Title**	Contracts, Assistant Manager
Authorized Signature	Melissa Maher	**Title**	Contracts, Assistant Manager
Email	Contracts@bestplumbingonline.com	**Phone**	800-448-6710

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, 2024 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 6D9BB132BB3040A... Jane Eastes, Deputy Executive Director

Awarded this 1st **day of** December, 2022 **Contract Number** 023-A

Contract to commence (Member Agency to select) ~~3/1/2023~~ **or** December 1, 2022

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Business Name	Best Plumbing Specialties, Inc.	**Date**	September 7, 2022
Address	3039 Ventrie Court	**City, State Zip**	Myersville, MD 21773
Contact Person	Melissa Maher	**Title**	Contracts, Assistant Manager
Authorized Signature	Melissa Maher	**Title**	Contracts, Assistant Manager
Email	Contracts@bestplumbingonline.com	**Phone**	800-448-6710

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Awarding Agency North Dakota Educators Service Cooperative

Authorized Representative DocuSigned by: Jane Eastes 6D9BB132BB3040A... Jane Eastes, Deputy Executive Director

Awarded this 1st **day of** December, 2022 **Contract Number** 023-A

Contract to commence (Member Agency to select) ~~3/1/2023~~ **or** December 1, 2022