

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA )  
COUNTY OF HENNEPIN )



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

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

1. (S)He is and during all times herein stated has been an employee of the Star Tribune Media Company LLC, a Delaware limited liability company with offices at 650 Third Ave. S., Suite 1300, Minneapolis, Minnesota 55488, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.
2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.
3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows:

<u>Dates of Publication</u>	<u>Advertiser</u>	<u>Account #</u>	<u>Order #</u>
StarTribune 01/18/2021	LAKES COUNTRY SERVICE COOPERATIVE	1000301188	378805
StarTribune 01/25/2021	LAKES COUNTRY SERVICE COOPERATIVE	1000301188	378805

4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: **\$761.60**

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: 01/25/2021

*Jalene K. Howard*



Notary Public



\*\*\* 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:

1/18 + 25/2021

Signed Jill Lindsay

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

ORDER NUMBER 20551

Sworn and subscribed to before me this 25<sup>th</sup> day of

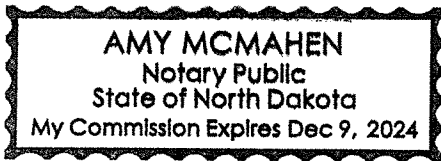
January 2021

Amy McMahon  
Notary Public in and for the State of North Dakota

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, Wednesday, February 24, 2021

Bid: 021.5-A HVAC and Mechanical Products & Solutions. RFPs: 021.5-B Disaster Recovery Services, 021.5 - C E-Rate Consulting Services for School and Libraries, and 021.5 - D Mobile & Cellular Connectivity Solutions.  
Each package consists of multiple parts:  
Part A-Terms and Conditions  
Part B-Specifications  
Part C-Member Agency (State) Terms and Conditions  
Part D-Questionnaire  
Part E-Signature Forms  
Part F-Discount and Pricing Schedule Workbook

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](http://www.publicpurchase.com). Note that Vendors 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. AEPA and/or the respective Member Agencies reserve the right to reject any or all solicitations in whole or in part; to waive any formalities or irregularities in any solicitations, and to accept the solicitations, which in its discretion, within state law, are for the best interest of any of the AEPA Member Agencies and/or their Participating Entities. Solicitations will be publicly opened after 1:30 p.m. ET on February 24, 2021, at Lakes Country Service Cooperative, 1001 E Mt. Faith, Fergus Falls, MN 56537. An opening record will be posted to [AEPACOOOP.org](http://AEPACOOOP.org).  
1/18 & 25 - 20551



Section: Legals

Category: 5380 Public Notices

PUBLISHED ON: 01/18/2021, 01/25/2021

TOTAL AD COST: 122.96

FILED ON: 1/25/2021

**AFFIDAVIT OF PUBLICATION**

STATE OF NORTH DAKOTA

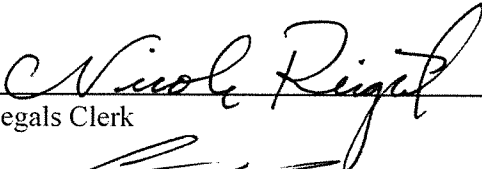
ss.

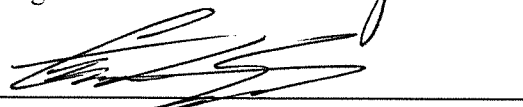
COUNTY OF CASS

Nicole Riegert, *The Forum*, being duly sworn, states as follows:

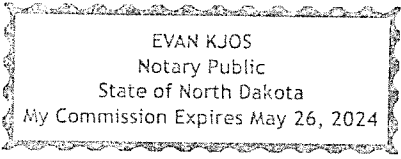
1. I am the designated agent of The Forum, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspaper listed on the attached exhibit.
2. The newspaper listed on the exhibit published the advertisement of: *Legal Notice; (2) times: January 20 and January 27, 2021*, as required 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 27th day of January, 2021.

  
 \_\_\_\_\_  
 Legals Clerk

  
 \_\_\_\_\_  
 Notary Public

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, Wednesday, February 24, 2021  
 Bid: 021.5-A HVAC and Mechanical Products & Solutions. RFPs: 021.5-B Disaster Recovery Services, 021.5 - C E-Rate Consulting Services for School and Libraries, and 021.5 - D Mobile & Cellular Connectivity Solutions.  
 Each package consists of multiple parts:  
 Part A-Terms and Conditions  
 Part B-Specifications  
 Part C-Member Agency (State) Terms and Conditions  
 Part D-Questionnaire  
 Part E-Signature Forms  
 Part F-Discout and Pricing Schedule Workbook  
 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](http://www.publicpurchase.com). Note that Vendors 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.  
 AEPA and/or the respective Member Agencies reserve the right to reject any or all solicitations in whole or in part; to waive any formalities or irregularities in any solicitations, and to accept the solicitations, which in its discretion, within state law, are for the best interest of any of the AEPA Member Agencies and/or their Participating Entities. Solicitations will be publicly opened after 1:30 p.m. ET on February 24, 2021, at Lakes Country Service Cooperative, 1001 E Mt. Faith, Fergus Falls, MN 56537. An opening record will be posted to [AEPA-COOP.org](http://AEPA-COOP.org).  
 (Jan. 20 & 27, 2021) 2871847



# Argus Leader

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

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

Account No.: SFA-0000000483

Ad No.: 0004536973

PO #:

Lines : 78

Ad Total: \$89.52

**This is not an invoice**

# of Affidavits 1

Account No.: SFA-0000000483

Ad No.: 0004536973

## Argus Leader AFFIDAVIT OF PUBLICATION

STATE OF SOUTH DAKOTA

COUNTY OF MINNEHAHA

I being duly sworn, says: That The Argus Leader is, and during all the times hereinafter mentioned was, a daily legal newspaper as defined by SDCL 17-2-21, as amended 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 stated in this affidavit; that the notice, order or advertisement, a printed copy of which is hereto attached, was published in said newspaper upon

Monday, January 18, 2021

Monday, January 25, 2021

Sworn to and subscribed before me this 25 day of January, 2021.

Legal Clerk

Notary Public, State of Wisconsin, County of Brown

My Commission expires

VICKY FELTY  
Notary Public  
State of Wisconsin

Notice to Vendors  
Sealed solicitations will be received by the Association of Educational Purchasing Agencies (AEP) on behalf of its 29 State Member Agencies until:  
1:30 p.m. ET, Wednesday, February 24, 2021  
Bid: 021.5-A HVAC and Mechanical Products & Solutions. RFPs: 021.5-B Disaster Recovery Services, 021.5 - C E-Rate Consulting Services for School and Libraries, and 021.5 - D Mobile & Cellular Connectivity Solutions.  
Each package consists of multiple parts:  
Part A-Terms and Conditions  
Part B-Specifications  
Part C-Member Agency (State) Terms and Conditions  
Part D-Questionnaire  
Part E-Signature Forms  
Part F-Discount and Pricing Schedule Workbook  
All responses shall be submitted online via Public Purchase by the due date and time listed above. AEP documents can be downloaded at no cost after registering on Public Purchase at [www.publicpurchase.com](http://www.publicpurchase.com). Note that Vendors 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.  
AEP and/or the respective Member Agencies reserve the right to reject any or all solicitations in whole or in part; to waive any formalities or irregularities in any solicitations, and to accept the solicitations, which in its discretion, within state law, are for the best interest of any of the AEP Member Agencies and/or their Participating Entities. Solicitations will be publicly opened after 1:30 p.m. ET on February 24, 2021, at Lakes Country Service Cooperative, 1001 E Mt. Faith, Fergus Falls, MN 56537. An opening record will be posted to [AEPACoop.org](http://AEPACoop.org).  
4536973 Jan 18, 25, 2021

**From:** [Public Purchase](#)  
**To:** [Jane Eastes](#)  
**Cc:** [Jane Wray](#); [Joni Puffett](#); [Hope Hardin Borbely](#); [Lisa Truax](#); [Melissa Mattson](#); [Ed M Pabor](#); [Ken Swink](#); [Tamra Hurst](#); [Pickens, Andrew](#); [George Wilson](#); [Anna Marie Andrew](#)  
**Subject:** Release Successful on Bid RFP #021.5-B - Disaster Recovery Remediation Services  
**Date:** Monday, January 18, 2021 11:05:01 AM

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Jane Eastes:

Bid "RFP #021.5-B - Disaster Recovery Remediation Services"  
Status: Release Successful on Jan 18, 2021 10:04:46 AM MST

You can check the released bid by going to the following address:  
<http://www.publicpurchase.com/gems/bid/bidView?bidId=136433>

If you have any questions regarding this bid, please contact our Customer Support Staff at [agency-support@publicpurchase.com](mailto:agency-support@publicpurchase.com)

Thank you for using Public Purchase.

MK= +i5jeuxfaBa5CE7Pel6x6w==

**PART A -  
Instructions and General Terms and Conditions  
AEPA SOLICITATION #021.5**

**Notice to Respondents**

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

**1:30 p.m. ET, Wednesday, February 24, 2021**

**For Solicitation: 021.5-B Disaster Recovery Services**

**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 shall be submitted online via the Public Purchase website by the due date and time listed above. 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.

AEPA solicitation documents can be downloaded after registering, at no cost, on Public Purchase at [www.publicpurchase.com](http://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. Solicitations will be opened, and an opening record will be posted to Public Purchase. Solicitations will be opened online at 1:30 PM ET on February 24, 2021.

**Bid & Contract Timeline:**

January 18, 2021	Notification will also be posted to the AEPA website, <a href="http://www.aepacoop.org">www.aepacoop.org</a> .
February 3, 2021	Pre-Solicitation Conference Call (optional)
February 12, 2021	Deadline for questions from Respondents
February 24, 2021	<b>Deadline for Submittals and Reading via Public Purchase</b>
April 1, 2021	Contract Recommendations posted on Public Purchase and the AEPA website, <a href="http://www.aepacoop.org">www.aepacoop.org</a>
April 19-20, 2021	AEPA Approval of Offers
April 21, 2021	Vendor Partners submit required documentation to AEPA Agencies
May 1, 2021	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 29 states meets twice per year and operates otherwise through a sophisticated committee structure.

### AEPA Member Agency Information

State	Agency Name	Contact	Email	Students
California	Monterey County Office of Education d/b/a CalSAVE	Ted Witt	<a href="mailto:twitt@epylon.com">twitt@epylon.com</a>	6,000,000
Colorado	Colorado BOCES Association	Tim Sanger	<a href="mailto:tim.sanger9@gmail.com">tim.sanger9@gmail.com</a>	889,000
Connecticut	Capitol Region Education Council (CREC)	Cara Hart	<a href="mailto:chart@crec.org">chart@crec.org</a>	538,000
Florida	Panhandle Area Education Consortium	Larche Hardy	<a href="mailto:larche.hardy@paec.org">larche.hardy@paec.org</a>	2,700,000
Georgia	Cooperative Purchasing	Kevin Benson	<a href="mailto:kbenson@cpa4schools.com">kbenson@cpa4schools.com</a>	1,600,000
Indiana	Wilson Education Center	Pam Clover	<a href="mailto:pclover@wesc.k12.in.us">pclover@wesc.k12.in.us</a>	1,046,026
Illinois	Illinois Learning Technology Purchase Program	Hope Hardin-Borbely	<a href="mailto:hhardinborbely@iltpp.org">hhardinborbely@iltpp.org</a>	2,001,548
Iowa	AEA Purchasing	Joni Puffett	<a href="mailto:joni@aeapurchasing.org">joni@aeapurchasing.org</a>	510,010
Kansas	Southeast Kansas Education Service Center	Tina Smith	<a href="mailto:tina.smith@greenbush.org">tina.smith@greenbush.org</a>	468,510
Kentucky	Green River Regional Educational Cooperative	Ann Burden	<a href="mailto:ann.burden@grrec.org">ann.burden@grrec.org</a>	675,000
Massachusetts	The Education Cooperative	Joan Preble	<a href="mailto:jpreble@tec-coop.org">jpreble@tec-coop.org</a>	955,739
Michigan	Oakland Schools	Anna Marie Hollander	<a href="mailto:AnnaMarie.Hollander@oakland.k12.mi.us">AnnaMarie.Hollander@oakland.k12.mi.us</a>	1,550,802
Minnesota	Cooperative Purchasing Connection	Melissa Mattson	<a href="mailto:mmattson@lcsc.org">mmattson@lcsc.org</a>	842,932
Missouri	EducationPlus	Steve Griggs	<a href="mailto:sgriggs@edplus.org">sgriggs@edplus.org</a>	885,204
Montana	Montana Cooperative Service	Dave Puyear	<a href="mailto:dpuyear@mrea-mt.org">dpuyear@mrea-mt.org</a>	144,129
Nebraska	Nebraska ESU Cooperative Purchasing	Craig Peterson	<a href="mailto:Craig.peterson@esucc.org">Craig.peterson@esucc.org</a>	300,000
New Jersey	Educational Services of New Jersey	Pat Moran	<a href="mailto:pmoran@escnj.us">pmoran@escnj.us</a>	1,369,000
New Mexico	Cooperative Educational Services	Gustavo Rossell	<a href="mailto:gustavo@ced.org">gustavo@ced.org</a>	338,307
North Dakota	North Dakota Educators Service Cooperative	Jane Eastes	<a href="mailto:jeastes@lcsc.org">jeastes@lcsc.org</a>	106,863
Ohio	Ohio Council of Educational Purchasing Consortium	Tamra Hurst	<a href="mailto:tamra.hurst@apps.sparcc.org">tamra.hurst@apps.sparcc.org</a>	1,700,000
Oregon	IntermountainESD	Rob Naughton	<a href="mailto:rob.naughton@imesd.k12.or.us">rob.naughton@imesd.k12.or.us</a>	570,857
Pennsylvania	Central Susquehanna Intermediate Unit d/b/a Keystone Purchasing	Mark Carollo	<a href="mailto:mcarollo@csui.org">mcarollo@csui.org</a>	5,700,000
South Carolina	Carolinas Alliance 4 Innovation (CA4I)	Fred Payne	<a href="mailto:fred.payne@ca4i.org">fred.payne@ca4i.org</a>	787,000
Texas	Region 16 Education Service Center d/b/a TexBuy	Andrew Pickens	<a href="mailto:andrew.pickens@esc16.net">andrew.pickens@esc16.net</a>	5,232,065
Virginia	Fairfax County Public Schools	Michelle Pratt	<a href="mailto:MRPratt@fcps.edu">MRPratt@fcps.edu</a>	1,249,000
Washington	King County Directors Association	Dave Mahalko	<a href="mailto:dmahalko@kcda.org">dmahalko@kcda.org</a>	1,000,000
West Virginia	Mountain State Educational Services Cooperative	Jan Hanlon	<a href="mailto:jhanlon@k12.wv.us">jhanlon@k12.wv.us</a>	299,899
Wisconsin	Cooperative Educational Service Agency (CESA) #2	Jane Wynn	<a href="mailto:jane.wynn@cesapurchasing.org">jane.wynn@cesapurchasing.org</a>	873,000

Wyoming	Northeast Wyoming Board of Cooperative Educational Services	Nita Werner	<a href="mailto:nwerner@newboces.com">nwerner@newboces.com</a>	91,000
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## 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](http://www.publicpurchase.com)). Instructions on registering for AEPA solicitations on Public Purchase can be found on the AEPA website, [www.aepacoop.org](http://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](mailto:questions@aepacoop.org).

Questions regarding this solicitation after Notification of Approval should be submitted to [bid-committee@aepacoop.org](mailto: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 shall 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 shall remain in force for one hundred twenty (120) days of the solicitation opening.

## E. 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 shall 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 shall govern.
- e. Periods of time stated as a number of days shall 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, financial status, 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.

AEPA requires reports that describe the financial soundness of your organization. You will be asked to include a third-party report or reports that demonstrate your firm's strength. Accepted financial reports 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). Reports must be for the three years prior to this solicitation. Scan the report(s) into a PDF document and title as per the instructions. **For confidentiality, Respondents may choose to send the report(s) by email directly to the AEPA Executive Director, George Wilson, at [georgewilson.aepa@outlook.com](mailto:georgewilson.aepa@outlook.com). The reports will be held through the end of the protest period for the solicitation after which they will be destroyed. The pdf report(s) must be received by the AEPA Executive Director before the due date and time of the solicitation opening.**

- 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.
  - **Warranties, Additional Services:** In response to Part F, the Respondent may be asked to provide a price schedule for warranties, or additional services, if applicable. This document is created by the Respondent (it is not provided by AEPA) and should be presented in an Excel workbook and titled as per the instructions in Document Development above.
  - **Additional Discounts:** In response to Part F, the Respondent may select to offer additional discounts/bonuses to AEPA members based on a dollar volume, sizes of orders or other criteria, and must state the formula for arriving at these discounts. This document is created by the Respondent (it is not provided by AEPA) and should be presented in an Excel workbook and titled as per the instructions in Document Development above.
  - **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. AEPA's approval of a response will make the Respondent available for consideration to the AEPA Member Agencies for contract award. If a Respondent is approved by AEPA, the AEPA Member Agency reserves the right to determine if said Vendor Partner is responsible in their respective state. 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 herein that may include but are not limited to adequate financial resources, production or service facilities, personnel, service reputation and experience to make satisfactory delivery of the products, services, or construction, described in the solicitation to those AEPA member states who have indicated their participation;
- c. A demonstrated and documented satisfactory track record of performance in the national market place;
- 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 equal to or better than what they ordinarily offer to individual entities or cooperatives with equal or lesser volume;
- c. Methodology used by AEPA and its AEPA Member Agencies to approve prospective Vendor Partners and award contracts;
  - i. Line Item Bid: 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.

Recommendations for approval by AEPA will be posted to Public Purchase and 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 (AESAs) 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 shall 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 shall 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 shall 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 shall 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 shall 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, shall fully apply. The Vendor Partner shall 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 shall 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 shall 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 shall be made without prior written permission by the AEPA Member Agency. AEPA and its AEPA Member Agencies shall not unreasonably withhold approval and shall 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 shall not execute the contract or terminate the contract with the Vendor Partner and the appropriate AEPA Category Committee shall be notified of such failure and shall 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 shall 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 shall 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, shall 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. 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.

**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 shall 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 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.

**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 shall 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 shall 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 shall, 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 shall notify the AEPA category committee chairman and offer said prices, terms, warranties and benefits to all AEPA Member Agencies. The following shall 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 shall 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 shall 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:** shall 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 shall retain the title and control of all goods until they are delivered and received. All risks of transportation and all related charges shall be the responsibility of the Vendor Partner unless other arrangements have been made between the vendor partner and the AEPA Member Agency. Shipping shall be FOB destination. The Vendor Partner shall 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 shall 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 shall 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 shall pass to Buyer upon final acceptance. Payment for stored materials shall 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) shall be liable for and shall 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 shall constitute a breach, and Vendor Partner shall 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 shall 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 shall 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 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 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 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. 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, 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.

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

**Gratuities:** AEPA Member Agency may, by written notice, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor Partner or any agent or representative of the Vendor Partner, to any employee of the AEPA Member Agency with a view toward securing a contract or with respect to the performance of this contract. However, paying the expenses of normal business meals, which are generally made available to all eligible school and government employees, shall 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.

**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 shall 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 shall 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 shall 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 shall 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 shall 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 shall be held invalid or unenforceable, the remainder of this solicitation and any resulting contract shall not be affected and shall 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 shall 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 shall be free of all liens.

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

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

**Modification by Buyer:** Vendor Partner shall 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 shall 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 shall 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 shall provide the transaction and volume reporting as stipulated quarterly in the AEPA report format.
3. **Electronic Ordering (Optional by AEPA Member Agency):**
  - a. When a Vendor Partner based online ordering system is available, the following functionality is preferred:
  - b. Electronic ordering systems shall be secure, and password protected. Entering the system with the designated password shall automatically send the user to AEPA contract pricing.
  - c. When the Buyer requires purchase orders, electronic ordering system shall require the entry of a purchase order number, credit card, or purchasing card prior to accepting an order.
  - d. Electronic ordering systems shall block excluded items not covered by the AEPA contract from any order.
  - e. Electronic ordering systems shall automatically assign correct contract prices to applicable orders.
  - f. Electronic ordering systems that list catalog price and AEPA discounted price.
  - g. Electronic ordering systems shall track orders and purchases covered by the AEPA contract for reporting and audit purposes. The vendor Partner shall provide the transaction and volume reporting in the AEPA format.
  - h. Electronic ordering systems' pricing shall include the AEPA Member Agencies administrative fee required by the AEPA Member Agencies.
  - i. Electronic ordering systems that 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 shall 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 shall 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 shall reasonably notify Vendor Partner of any claim for which it may be liable under this paragraph.

**Piggy Back 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:** 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 "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 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 shall identify and stipulate if the discounts apply to the entire catalog/price list, specific product lines, manufacturers, and/or categories of products. Respondents 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, newly published pricing, or price lists, but the original discount bid shall 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 shall 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 shall 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 shall 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 and Member Agencies.
  - 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 and the AEPA Member Agencies. 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 thirty (30) days after approval and acceptance.

- 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 required to offer Customized Price Lists (Catalog solicitations ONLY) and encouraged to offer Hot Lists and Volume Discounts as follows:
- a. **Customized Price List:** Respondents are required 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 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 shall 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 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.

**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 shall 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, shall 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, shall 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 shall 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) shall 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 any and all legal actions regarding or arising out of the transactions covered herein shall be solely in the court of jurisdiction located in the state and county of the AEPA Member Agency and will govern any resulting transactions.

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 shall 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 shall 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 shall be indicated; and
  - f. The form of relief requested.
3. **Protest Submittal:** Protester shall 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 Question Coordinator (bid-committee@aepacoop.org).
  - a. 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 AEPA President (protests@aepacoop.org).
  - b. 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 shall 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 shall be responsible for the reasonable and justifiable costs of the protest. The protest costs shall 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 shall become the property of the AEPA and will become a matter of public record, available for review, subsequent to the solicitation due date. Offers may be viewed, by appointment only, at the Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI 48329, under the supervision of the AEPA Executive Director or his designee, from 8:30 a.m. to 3:30 p.m., Monday through Friday. Within fifteen days, the Solicitation Receipt Summary Report will be posted to the AEPA website ([www.aepacoop.org](http://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 shall take all necessary precautions for the safety of employees on the worksite, and shall 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 shall post danger-warning signs against the hazards created by their operation and work in progress. Proper precautions shall 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 shall 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 shall 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 shall survive the expiration or termination of the Contract. All purchase orders issued and accepted by Vendor Partner shall 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 shall 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 shall 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 shall 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, a Member Agency reserves the right to offer month-by-month extensions 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 shall 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," shall not accept any new orders after the termination date specified in the notice. Any termination shall not affect projects that are in progress at the time the cancellation is received by the AEPA Member Agency. Vendor Partner shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall not be liable to the Vendor Partner for any amount for supplies or services not accepted, and the Vendor Partner shall 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 shall 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;
2. The Vendor Partner fails to extend lower pricing that has been offered to another customer or cooperative that have equal or lesser volume.
3. The Vendor Partner fails to observe any of the terms and conditions of the contract;
4. The Vendor Partner fails to follow the established procedure for purchase orders, invoices, and receipt of funds as stipulated by the AEPA Member Agency.

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

**Title and Risk of Loss:** The title and risk of loss of material or service shall 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 shall 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 shall 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 two (2) types of bids.

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 shall 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 shall conform to the specifications of this contract. All items should carry a warranty equal to the intended life cycle or a minimum 12-month manufacturer's warranty that includes parts and labor unless otherwise specified and agreed to. 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.

# Request for Proposal AEPA RFP#021.5 - B DISASTER RECOVERY SERVICES

## Part B – Technical Specifications

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#### 1. Scope of Work

AEPA is seeking qualified, experienced contractor(s) to perform Disaster Recovery Remediation Services for natural disasters (such as fire, storms, flooding), pandemic events, vandalism, and terrorism. This RFP will not include the purchase of supplies or equipment, construction, mold or asbestos remediation, recovery planning for technology or financial disasters. Contractor shall have the necessary resources and capabilities to perform the required services and provide the supplies, materials, equipment and labor to perform those services to all participating member states (up to 29) necessary to:

- a. Respond to request from a number of different types of educational, governmental and public institutions seeking Disaster Recovery Remediation Services.
- b. Types of services may include, but are not limited to highly skilled licensed disaster recovery service providers in the event of a manmade or natural disaster to perform, or cause to be performed, disaster recovery services including but not limited to: water extraction; climate control; bag/tag damaged contents; remove wet ceiling tiles, insulation or drywall; remove and discard spoiled food; install temporary roofing; HEPA vacuum surfaces; installation of virus control filters and, wipe and clean surfaces and carpets.

Although the primary focus of this service shall be to respond to the two categories of emergency work that are defined by the Federal Emergency Management Agency (FEMA) as having specific eligibility for reimbursement which are identified as 1) Category A – Debris Removal, and 2) Category B – Emergency Protective Measures, the firm may be requested to respond to other FEMA defined categories of emergency work or for non-declared emergency clean-up and restorative services as may be required by the member states.

## 2. Anticipated AEPA Member Agency Participation

State	Participate? Yes/No/ Undecided	Other States Member Sells In
California	Yes	AZ, NV
Colorado	Yes	
Connecticut	Yes	MA, ME, NH, NY, RI, VT
Florida	Yes	AL
Georgia	Yes	
Illinois	Undecided	
Indiana	Yes	
Iowa	Yes	IL, SD
Kansas	Yes	OK
Kentucky	Yes	AL, LA, MS, NC, TN, WV
Massachusetts	No	
Michigan	Yes	
Minnesota	Yes	SD
Missouri	Yes	AR, IL, LA, SD
Montana	Yes	ID
Nebraska	Yes	
New Jersey	No	
New Mexico	Yes	
North Dakota	Yes	
Ohio	Yes	
Oregon	Yes	
Pennsylvania	Yes	DE, HA, MD, NY
South Carolina	Yes	
Texas	Yes	
Virginia	Undecided	
Washington	Yes	AK, ID
West Virginia	Yes	
Wisconsin	Yes	
Wyoming	No	SD,UT
<b>Total</b>	<b>24</b>	

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 award. The AEPA Member Agency's contracting decision shall be final.

## 3. Anticipated Volume

Disaster Recovery Remediation Services is a new category for AEPA. The resulting contract will be an Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s). AEPA Member Agencies estimate approximately \$2.5 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 Respondents in preparing responses only. It is not to be considered a guarantee of volume under this RFP. The successful Vendor Partner's discount and pricing schedule shall apply regardless of the volume of business under the contract.

## 4. Voluntary Pre-Solicitation Conference Call

AEPA will host a voluntary pre-bid conference call on February 3, 2021, 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)**

RFP	Eastern	Central	Mountain	Pacific
021.5-A HVAC and Mechanical Products and Solutions	11:00 AM	10:00 AM	9:00 AM	8:00 AM
021.5-B Disaster Recovery Services	11:30 AM	10:30 AM	9:30 AM	8:30 AM
021.5-C E-Rate Consulting Services	12:00 PM	11:00 AM	10:00 AM	9:00 AM
021.5-D Mobile and Cellular Connectivity Solutions	12:30 PM	11:30 AM	10:30 AM	9:30 AM

**Join Zoom Meeting:**

<https://us02web.zoom.us/j/85432001965?pwd=MFBYbzVRTXRqbWFFHamt6Z0p6Y2d0UT09>

**Meeting ID:** 854 3200 1965

**Passcode:** 3X5CCH

**Dial In**

929-436-2866 OR 301-715-8592 Passcode: 430264

**5. 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. FEMA – Federal Emergency Management Agency. Federal agency coordinates mitigation for domestic disasters.

**6. Product | Category Specific Specifications**

Item	Description
6.1.1	Provide all labor, materials and equipment necessary to clean and restore the structure and contents.
6.1.2	Provide general instructional services at no added cost to Member Partner regarding fire and/or flood planning restoration with respect to the covered services.
6.1.3	Provide 24/7 response and service.
6.1.4	Perform a thorough physical survey and inspection to evaluate all damages to contents and structures including the presence of odor, water, and other water damages; in the event of a fire: odor, soot, ash and other fire elements. Member Partner Staff or representatives MUST be present during physical survey of each site.
6.1.5	Provide on-going digital photos and/or digital video as a baseline record and to document work progress.
6.1.6	Provide written/electronic scope of damages.
6.1.7	Provide a written/electronic detail itemized estimate of damages.
6.1.8	At own cost and expense, assume responsibility in accordance with all applicable laws, of any and all leaks or spills, and other emergencies occurring in connection with performance of covered services. If leaks or spills, including leaks or spills of hazardous substances, occur at the worksite that are not in connection with Vendor Partners performance of covered services, response to the leak or spills may be added as a covered service under the procedures provided.
6.1.9	Document and provide on-going periodic written/electronic reports including humidity readings, etc. <b>Submit a sample of written/electronic reports with this proposal, labeled as Exhibit E in a pdf format.</b>
6.1.10	Host daily briefings/meetings with Member Partner staff to communicate work progress, etc.
6.1.11	Provide daily reports with breakdown of all current resource utilization and anticipated daily needs and projected completion times. <b>Submit a sample of daily reports with this proposal labeled as Exhibit F in a pdf format.</b>

6.1.12	Provide to Member Partner, at completion of work, a written/electronic comprehensive final report with detailed information that summarizes all covered services provided by contractor and in sufficient detail to satisfy FEMA and insurance company requirements in order to maximize payment of claims and reimbursement of expenses
6.1.13	Provide itemized invoice of all charges in accordance with the scope of each project within 10 days of project completion.
6.1.14	Stabilize the environment to control moisture and dampness to prevent the growth of mold & mildew.
6.1.15	Evaluate the feasibility of restoring versus replacing damaged items to be reported to customer for determination.
6.1.16	Identify and tag all items that will be restored.
6.1.17	Provide documentation of damaged and non-restorable items.
6.1.18	Pack, transport, and store salvageable items.
6.1.19	Remove acidic smoke and soot from all surfaces, if applicable.
6.1.20	Provide security for the sites to prevent pilfering, theft or vandalism.
6.1.21	Complete fire, smoke, water and wind damage recovery and restoration.
6.1.22	Provide Project Management
6.1.23	Provide Monitoring Services
6.1.24	Provide Water Extraction and Moisture Control. Take immediate action to remove all traces of standing water.
6.1.25	Provide Microbial Remediation
6.1.26	Provide to Member Partner, at completion of work, a written/electronic comprehensive final report with detailed information that summarizes all covered services provided by contractor and in sufficient detail to satisfy FEMA and insurance company requirements in order to maximize payment of claims and reimbursement of expenses.
6.1.27	Stabilize the environment to control moisture and dampness to prevent the growth of mold and mildew.
6.1.28	Evaluate the feasibility of restoring versus replacing damaged items to be reported to customer for determination.
6.1.29	Provide documentation of damaged and non-restorable items.
6.1.30	Provide Media, Documents, Books, and Vital Records Recovery.
6.1.31	Provide Commercial Cleaning/Decontamination of Heating, Ventilation, and Air Conditioning (HVAC) Units and Ductwork, Drapes, Post Construction Cleanup, and Pre-Catastrophe Registration.
6.1.32	Provide service for biohazard incidents.
6.1.33	Building Deodorization/Odor Control – clean, dry, and deodorize all items and surfaces.
6.1.34	Provide floor/carpet cleaning.
6.1.35	Provide content cleaning and decontamination
6.1.36	Provide structural cleaning and restoration
6.1.37	Structure and Content Drying - Provide dry down methods to prevent and/or eliminate excess water including provision of temporary roof covering, as applicable.
6.1.38	Provide protective disinfection services, including wiping down of all horizontal & vertical services with EPA approved disinfectant, ULV fogging and post spray horizontal services.
6.1.39	Provide documentation on all consumable goods utilized on daily log.
6.1.40	Freight for this RFP will be FOB Destination, freight prepaid and added to invoice. The Vendor Partner will maintain risk on all product until the goods are received and inspected by the Buyer. The Vendor Partner will pay shipping costs and add the cost to the Buyers invoice.
6.1.41	All freight charges must be quoted to the Buyer prior to any purchase order being issued by the Buyer.
6.1.43	All product, equipment, supplies and related accessories must be delivered during normal hours of operation on weekdays, unless at the convenience of the Buyer and through mutual agreement with the Vendor Partner.
6.1.44	Stored Materials. 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 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 property of Buyer and be separated from other materials. 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 shall be Vendor Partner's responsibility to protect all materials and equipment. Vendor Partner warrants and guarantees that title for all work, materials and equipment shall pass to Buyer upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.
6.1.45	<b>Time and Material Agreement. Submit a sample of Time and Material Agreement with this proposal labeled as Exhibit G in a pdf format.</b>

## 7. Pricing

AEPA has identified acceptable pricing methodologies that are to be utilized to submit pricing. We request that the pricing response contain sufficiently detailed information to determine a realistic cost for AEPA member agencies. The Vendor Partner agrees that the cost for any item 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 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.**

**For Disaster Recovery services, 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.**

AEPA requires that pricing be returned using the Part F Excel Forms provided.

**Primary Pricing Strategies:** All respondents will be required to submit "Primary Pricing" in the form of 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.

- a. **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 Respondent 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 offered 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.

- b. **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.

- 8. Part F - Pricing Workbook –Pricing shall be completed on the provided pricing sheets (Microsoft Excel Workbook) with the individual tables to be completed as follows:**
- i. F.1 – State Multiplier & Time/Materials (Required)
    - i. F.1- all products and services described are not meant to be a complete list of required products and services however an idea what AEPA is looking for in this solicitation. Additional product and services may be added.
  - ii. F.2 – Volume Discounts (Optional)
  - c. Pricing will be evaluated on a combination of items from all pricing schedules. Pricing evaluation may include other considerations, 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.

**9. Evaluation**

The AEPA Committee for this category will evaluate proposals based on the entire response, and according to the criteria detailed in Part A for AEPA’s definition of Responsive and Responsible proposals. A recommendation may be made to recommend a single response, or to recommend multiple offers based on differentiation of product or service. AEPA will vote as a whole to accept or not accept a committee’s recommendation. Once accepted, each recommended 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.

Evaluation Criteria	Points
Cost Evaluation	55
Complete Response to RFP	5
Conformance to RFP Terms and Conditions	5
Pricing Equal to or Better Than That Offered to Individual Entities or Cooperatives With Equal or Lesser Volume	5
Quality and Suitability of Services Offered	5
Marketing Plan	5
Financial Viability	5
Demonstrated Track Record of Performance in the Public Marketplace	5
Value Added attributes	5
Background Information	5
<b>Total Points</b>	<b>100</b>



**Part C –  
AEPA Member Agency (State) Terms and Conditions  
AEPA Solicitation #021.5**

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**1. AEPA Member Agency Terms and Conditions**

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

**2. Common Terms and Conditions**

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

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

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

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

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

### 3. AEPA Member Agency General Overview Summary

AEPA Member Agency State	General			Ordering Process			Construction Products and Services										Potential Customers						
	Administrative Fee	Bid Security Required on bid due date	Special Reporting Requirements	Standard Ordering Process	Electronic Ordering	Special Ordering Process	Davis Bacon and State Wage Rates	Payment & Performance Bonds Required	Contractor's Licensing Required	Permits and/or Registration Required	Construction Project Cost Limitations	Participate in Construction Services	Participate in Construction Products Only	Products are taxable	Service is Taxable	K-12 Education	Higher Ed.	Private Schools	Non-Profits	Federal Agencies	State Agencies	Cities & Counties	
CA	2%	N	N	Y	Y	N	-	-	-	-	Y	N	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	
CO	2%	N	N	Y	N	N	N	N	N	N	N	Y	Y	N	N	Y	Y	Y	Y	Y	N	Y	
CT	2%	N	N	Y	Y	N	Y	N	Y	Y	N	Y	N	N	N	Y	Y	Y	Y	Y	Y	Y	
FL	2%	N	N	Y	Y	N	Y	N	Y	Y	N	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y	
GA	2%	N	N	Y	Y	N	Y	N	Y	Y	N	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y	
IA	2%	N	Y	Y	Y	N		**			Y	Lim	Lim	**		Y	Y	Y	N	Y	Y	Y	
IL	2%	N	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y	N	N	Y	Y	
IN	Var	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	N	Y	Y	Y	Y	Y	Y	Y	
KS	2%	N	n	Y	Y	Y	Y	Y	Y	Y	N	Y	N	N	N	Y	Y	Y	Y	Y	Y	Y	
KY	2%	N	N	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	
MA	2%	N	N	Y	Y	Y	N	N	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	
MI	2%	N	N	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y	Y	TBD	Y	Y	
MN	2%	N	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y/N*	N	Y	Y	Y	Y	Y	Y	Y	
MO	2%	N	Y	Y	Y	N	Y	N	N	Y	N	Y	N	N	Y	Y	Y	Y	Y	Y	Y	Y	
MT	2%	Y	N	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y	
NE	2%	N	N	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y	N	N	Y	Y	
NJ	2%	N	N	Y	Y	N	Y	Y	Y	Y	Y	N	Y	N	N	Y	Y	Y	Y	N	N	Y	
NM	2%	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	
ND	2%	Y	Y	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y/N*	N	Y	Y	Y	Y	Y	Y	Y	
OH	2%	Y	Y	Y	Y	N	Y	Y	Y	Y	N	Y	N	N	N	Y	Y	Y	Y	Y	Y	Y	
OR	2%	N	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y	
PA	2%	N	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	N	N	N	Y	Y	Y	Y	Y	Y	Y	
SC	2%	N	Y	Y	N	Y	Y	Y	Y	Y	N	Y	Y	Y/N*	Y/N*	Y	Y	Y	Y	N	Y	Y	
TX	2%	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y	
VA	2%	N	N	Y	Y	Y	N	N	Y	Y	Y	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y	
WA	2%	N	Y	N	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	N	N	N	Y	Y	
WV	2%	Y	N	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
WI	2%	N	N	Y	Y	N	Y	Y	N	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	
WY	2%	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y	

#### **4. State Specific Terms and Conditions**

##### **1. California, Monterey County Office of Education – for the Programs CalSave and CalBuy**

###### **1. Governing Law and Venue**

The laws of the State of California govern the Contract and prevail in the interpretation and administration of the Contract. California-specific Terms and Conditions prevail over any General Terms and Conditions. Each 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, 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 request for bids is issued under the authority of the elected Monterey County Superintendent of Schools, who administers the Monterey County Office of Education (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 and CalBuy programs, and by bidding a Vendor must agree to participate. CalSave is cooperative purchasing program founded by the Monterey County Office of Education and administered by the Epylon Corporation under a contract with MCOE. MCOE is the lead agency for all Contracts, and the Monterey County Superintendent of Schools is the authority for the solicitation, evaluation, and award of all contracts. Epylon serves as MCOE's agent, but only the Monterey County Superintendent of Schools has the authority to award contracts. CalSave may also do business as CalBuy in certain jurisdictions. 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 and other eligible entities made through the awarded Contract. For the purpose of this bid through Monterey County Office of Education and all Contracts awarded using this document, the Transaction Fee shall be 2 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 itemize 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 full Transaction Fee on behalf of the CalSave and CalBuy programs, unless otherwise advised by Epylon. 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**

Notwithstanding Section 4 (immediately above) no Transaction Fee is 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 Section 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. CMAS Conversion**

If an Awarded Vendor uses an MCOE or another AEPA-affiliated contract for the purpose of obtaining a separate CMAS (California Multiple Awards Schedule) contract from the State of California, the Awarded Vendor is responsible for paying both the CMAS fee and MCOE's 2 percent transaction fee 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 and CMAS contract. 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.

## **7. Reports**

The Contractor/Vendor will compile a quarterly report listing each purchase made by participating Agencies and persons under this contract, and send them by the 15th of April, July, October, and January to Racquel Landolf with the e-mail 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 (LEA)
- Description of Item Purchased
- Manufacturer's SKU Number
- Quantity
- Contract Unit Price
- Extended Price
- List Price Before AEPA Discount

## **8. 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.

## **9. 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 is also required to perform the following:

- Vendor will include the approved CalSave logo, web address, and toll-free number in all print electronic mail and other advertising and promotion intended for release to California K-12 schools, excluding national marketing releases.
- The CalSave logo and associated CalSave information shall be of a clearly readable size and in appropriate proportion to other elements in the printed material.
- Vendor agrees to 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.
- Vendor shall place a supplied CalSave Vendor sign on booths, tables, etc. of any or all exhibits for which the Vendor displays/participates at California tradeshow, conventions, and the like. Vendor will supply in advance scheduled exhibit dates. Vendor agrees to make available at the exhibit CalSave supplied brochures or other promotion materials.
- Vendor agrees to insert the approved CalSave logo, web address, and toll-free number on the Vendor's web site promoting or a specific CalSave landing page and providing a link to the CalSave website.
- Vendor will supply product catalog information, product description, pricing, etc., in a spreadsheet format as specified by CalSave for inclusion on the CalSave website.
- Vendor agrees to cooperate in developing appropriate website content to promote its products, services, and their advantages to school districts.
- Requested materials will be submitted to CalSave within 30 days.

## **10. 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. 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.



### **11. 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, college districts, special community districts and JPAs serving education, pursuant to Public Contract Code Sections 20118 and 20652. Using these statutes, the Monterey County Office of Education 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.

### **12. Additional Piggyback and Standard School Supply and Equipment Authority**

The Monterey County Office of Education 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.

### **13. Intended for Personal Property**

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. 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 use this California contract only up to \$14,999 for labor and services, but 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. Other rules may apply in the event an MCOE contract award is converted to a CMAS contract.

### **14. 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 should consult with their own legal counsel to see if such statutes apply to their Public Works projects.

### **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 and CalBuy are self-supporting contracting programs. Contracts are made available to all California public school districts, private and non-public 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, the Monterey County Office of Education (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 Sections 20118 and 20652 of the Public Contract Code or other legal authority:

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 and paragraphs below.

After entering into a standard agreement with MCOE, another 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.

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.

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.

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.

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 section 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.

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.

Both the contractor/Vendor and any LEA using this Contract agree to defend, indemnify and hold the 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.

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:

- The Vendor fails to adequately perform the services set forth in the contract
- 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
- The contractor fails to observe any of the terms and conditions of the contract
- The contract fails to pay Transaction Fees
- 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.

**Other Agencies, Constitutionally Independent Agencies, and Out-of-State Agencies**

Other agencies and out-of-state agencies and LEAs may use the contract as allowed by California Government Code Section 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, 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 Connecticut. The Contractor further agrees to be an "affirmative action-equal opportunity employer."

**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.

**Marketing and Advertising** - Contractor agrees to provide CREC with a copy or proof sheet of all advertisements, customer communications or promotional material for prior approval.

**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.

**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**

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

**D. 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.

**E. 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.

##### **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](http://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](http://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. The member then issues to the Vendor a purchase order for that item or service. The purchase order must include an additional (2%) administrative fee built into the total invoiced cost, based on the total costs of good, services and installation. 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 Vendors price will include a (2%) administrative fee that the Vendor shall collect from the member and remit to PAEC Florida Buy on a quarterly basis. 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 15<sup>th</sup> of the succeeding month, and all checks are to be made payable to the Panhandle Area Educational Consortium and sent to: PAEC, 753 West Blvd, Chipley, Florida 32428 and Attention: Florida Buy. PAEC may designate another agent for collecting and administrative fee that will be negotiated with Vendor for e-commerce transactions.

**C. Agency Members Purchasing Under The Member Agency**

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



## 5. Georgia, Cooperative Purchasing Agency (CPA)

### 1. General Overview

- a. Cooperative Purchasing Agency is now the AEPA representative for the state of Georgia. In Georgia we advertise our bids on the state procurement registry website:

<http://doas.ga.gov/state-purchasing/georgia-procurement-registry-for-local-governments>

- b. In 1971 several small school systems in North Georgia decided to work together & form **Cooperative Purchasing Agency (CPA)**, a non-profit organization built by & for the school systems to combine their purchasing power. As a division of North Georgia, Northeast Georgia, & Pioneer RESA; Pioneer RESA serves as our fiscal agent and as such we currently show up on the Georgia Procurement Registry as Pioneer RESA. CPA serves as a purchasing agent for classroom & office supplies for its 35-member school systems plus neighboring ones who choose to take advantage of cooperative buying. CPA also serves as a recipient agency for USDA commodities that member systems receive through the USDA school lunch program. In addition to items included in our catalog & website, CPA has access to brands, custom items, & entire product categories that meet systems' office & classroom needs – including furniture options (indoor & outdoor), playground equipment, shelving installations, print supplies, & more.

### 2. Additional Participating Agency Terms and Conditions for Construction Related Products and Services

- a. Georgia requires all local school boards to post any bids requiring capital improvements / public works construction over \$100,000.00 to be posted on the Georgia procurement website, regardless of who they are purchasing through.

### 3. Local Government Provisions - Provisions Applicable to Counties, Municipal Corporations, And Other Governmental Entities

§ 36-91-20. Written contract required; advertising; competitive sealed bidding; timing of addendums; prequalification

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

- ii. Require labor or building materials in the execution of the contract shall be awarded on the basis of competitive sealed bidding or competitive sealed proposals. Governmental entities shall have the authority to reject all bids or proposals or any bid or proposal that is nonresponsive or not responsible and to waive technicalities and informalities.
- d. No governmental entity shall issue or cause to be issued any addenda modifying plans and specifications within a period of 72 hours prior to the advertised time for the opening bids or proposals, excluding Saturdays, Sundays, and legal holidays. However, if the necessity arises to issue an addendum modifying plans and specifications within the 72 hour period prior to the advertised time for the opening of bids or proposals, excluding Saturdays, Sundays, and legal holidays, then the opening of bids or proposals shall be extended at least 72 hours, excluding Saturdays, Sundays, and legal holidays, from the date of the original bid or proposal opening without need to readvertise as required by subsection (b) of this Code section.
- e. Bid and contract documents may contain provisions authorizing the issuance of change orders, without the necessity of additional requests for bids or proposals, within the scope of the project when appropriate or necessary in the performance of the contract. Change orders may not be used to evade the purposes of this article.
- f. Any governmental entity may, in its discretion, adopt a process for mandatory prequalification of prospective bidders or offerors; provided, however, that:
  - i. Criteria for prequalification must be reasonably related to the project or the quality of work;
  - ii. Criteria for prequalification must be available to any prospective bidder or offeror requesting such information for each project that requires prequalification;
  - iii. Any prequalification process must include a method of notifying prospective bidders or offerors of the criteria for or limitations to prequalification; and
  - iv. Any prequalification process must include a procedure for a disqualified bidder to respond to his or her disqualification to a representative of the governmental entity; provided, however, that such procedure shall not be construed to require the governmental entity to provide a formal appeals procedure. A prequalified bidder or offeror can not 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 statute 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 workmen's 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 Contractor(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 to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (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) if it is determined that the contractor has violated applicable provisions of ADA, 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.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

**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.

**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.

Additionally

- Awarded Vendor agrees to demonstrate the benefit of awarded contract pricing with the SEKESC over alternative options, including other competitive solicitation pricing.
- Awarded Vendor agrees to proactively offer terms and pricing under this agreement to eligible entities and a more effective alternative to the cost and time associated with alternate bids and solicitation.
- When responding to third party procurement solicitations, Awarded Vendor may:
  - Choose not to respond and make this agreement available as an alternative and comparison to the agency's solicitation responses.
  - Respond with pricing, terms, and conditions of this agreement. If awarded the contract, sales will be reported as defined in the solicitation.
  - Provide lower prices when the competitive process requires without being required to extend the lower pricing to all eligible entities. In such case, if Awarded Vendor is awarded the contract, the sales will be reported as defined in the solicitation.
  - Respond to the solicitation with higher pricing than is available through this agreement and if an alternative response is permitted, may offer the pricing under this agreement as an alternative for consideration. If Awarded Vendor is awarded the contract with alternative SEKESC pricing, the resulting sales will be reported as defined in the solicitation.
- Provide notification to the SEKESC of the response to a solicitation, including but not limited to the name of the soliciting agency, general description of scope, timeline, and resulting award or non-award. Such notification shall be submitted to Tina Smith at [tina.smith@greenbush.org](mailto:tina.smith@greenbush.org) within 5 business days of the proposal submission and resulting award information within 5 business days of agency's notification to Awarded Vendor.

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

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

- K-12 Public Schools
- K-12 Private Schools
- Colleges & Universities
- City, County, and State Governments
- Public Libraries

- Non-profit organizations holding form #501C3

## 10. Kentucky, Green River Regional Educational Cooperative (GRREC)

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

B. Vendor Partner agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Vendor Partner agrees to report each violation to the USDA and the appropriate EPA Regional Office. 2. SUSPENSIONANDDEBARMENT Vendor Partner understands that a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by GRREC. If it is later determined that Vendor Partner knowingly rendered an erroneous certification, in addition to remedies available to GRREC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Vendor Partner agrees to comply with the requirements of 2 CFR 180.220 while the above referenced contract is valid. Vendor Partner further agrees to include a provision requiring such compliance in its lower tier covered transactions. 3. LOBBYING Vendor Partner will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and the New Restrictions on Lobbying and has signed and attached to this Addendum the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Forms SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to GRREC. 4. PROCUREMENTOFFRECOVERED 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

Departmental and Program regulations and Office of Management and Budget cost 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 KRS 337.550. 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 projects of \$250,000.00 or more, 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. A 201 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: Bids Coordinator. GRREC may designate another agent for collecting an administrative fee that will be negotiated with vendor for e-commerce transaction. GRREC will share information from the quarterly and annual reports and distribute the administrative fee among the other KY Educational Cooperatives according to membership.

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

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

## 11. Massachusetts, The Education Cooperative

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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***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.



## 12. Michigan, Oakland Schools, (OS)

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

#### 1. Conflict of Interest

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

#### 2. Iran Economic Sanctions Act

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

The Act defines an Iran Linked Business as:

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

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

#### 3. Hazardous Materials

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

#### 4. Modifications to Contracts

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

#### 5. Governing Law

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

### B. Additional Member Agency Terms and Conditions for:

#### 1. Non-Construction Products and Services:

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

#### 2. Construction Products and Services:

All Contractors understand and agree that the use of AEPA contracts is not intended for use by Michigan intermediate school districts or public K-12 school districts for construction, renovation or remodeling projects under MCL 380.1267 and agree to

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

**C. Procedure for Processing Orders:**

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

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

**D. Agencies Allowed to Purchase under the Member Agency:**

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

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

### 13. Minnesota, Cooperative Purchasing Connection (CPC)

#### 1. General Terms and Conditions (All Categories)

- a. **Governing Law:** The laws of the State of Minnesota govern all contracts resulting from this solicitation. Each provision of law and clause required by law to be included in a contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction.
- b. **Governing Venue:** The resulting contract award shall be deemed to have been made and performed in Otter Tail County, Minnesota. For venue, all legal arbitration or causes for action arising out of the resulting agreement shall be brought to the courts of Otter Tail County, Minnesota.
- c. **Hazardous Substances:** All hazardous products purchased by participating agencies shall include a Safety Data Sheet (SDS) with the delivery.
- d. **Lease and Rental Agreements:** The Vendor may allow participating agencies to enter into a rental, lease, or lease-purchase agreements, providing such agreements comply with Minnesota Statutes and guidelines. CPC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the Vendor and the participating agency. The Vendor agrees that leases will comply with the Uniform Commercial Code. The applicable administrative fee must be included in the lease cost based on the total value of the goods and applicable services purchased. This fee is referred to under the Technical Specifications. The Vendor should attempt to work with CPC's current leasing vendor. Should the Vendor be required to utilize their own financial leasing company, this should be noted/requested as an exception. In the event of a lease, the total administrative fee for the value of goods shall be paid to CPC by the vendor at the front end of the lease. CPC reserves the right to review all purchase orders, lease documents and invoices to ensure contract compliance.
- e. **Non-Discrimination:** Any resulting contract for on or behalf of participating agencies, said Vendor agrees to:
  - i. That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, because of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
  - ii. That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;
  - iii. That a violation of this section is a misdemeanor; and
  - iv. That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, shall be forfeited for a second or any subsequent violation of the terms or conditions of this contract.
- f. **Participating Agency:** A participating agency shall be defined under Minnesota Statutes M.S. §471.59, and M.S. §123A.21, Sub. 11 and South Dakota Statutes §5-18A-37. An eligible agency includes any school, higher education, city, county, other governmental agency, nonprofit organization, or other entity contracted to conduct business on behalf of a participating agency provided that they are required to follow state and local procurement regulations.
- g. **Prompt Payment:** Participating Agencies will follow M.S. §471.425 regarding prompt payment of local government bills.
- h. **Substance Use and Conduct:** All Vendor partners and subcontractors must adhere to local substance (alcohol, drug, smoking, etc.) and conduct (dress code, language, parking, etc.) policies while on a participating agencies' premises.
- i. **Vendor Orientation (CPC 101):** The Vendor and their participating resellers/sub-contractors will be required to participate in an online training session that is designed to educate the Vendor and resellers/sub-contractors on the purpose and nature of CPC. The Vendor will not be marketed to participating agencies until they have completed the vendor orientation session.

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

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

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

Upon acceptance and approval of the Vendor's offer by AEP, 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](mailto: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](http://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@lsc.org](mailto:mmattson@lsc.org) and copied to Lori Mittelstadt at [lmittelstadt@lsc.org](mailto:lmittelstadt@lsc.org). Payments must be received either via check or authorized ACH. An ACH enrollment/authorization form must be provided to CPC for completion. ACH remittance notification must be sent to the individual indicated on the ACH enrollment/authorization form prior to ACH payment. If mailing a check, the payment shall be delivered to Melissa Mattson, CPC, 1001 East Mt. Faith, Fergus Falls, MN 56537. The check shall be made out to Lakes Country Service Cooperative.

#### **7. Express Online Marketplace**

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

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

##### A. Additional Agency Terms and Conditions

Lease and Rentals: Vendor may allow EDPLUS members to enter into rental, lease, or lease purchase agreements, providing such agreements are in compliance with Missouri statutes and State Department of 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 member, 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 member 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 non-members eligible to purchase from EDPLUS) of the contract by announcing the award in its periodic newsletter and other EDPLUS presentations as well as regular electronic communications.

(2.) EDPLUS may require a marketing flier from each vendor promoting the contract and AEPA relationship. EDPLUS will assist in the development of the marketing flier and material. 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 member 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 member 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. Members Purchasing Under the Agency

We take great pride in the fact that EducationPlus 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 throughout Missouri and Illinois. EducationPlus 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 EducationPlus. EducationPlus serves schools and political subdivisions in Missouri and Illinois.

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

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

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

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

2. Local Government Cooperative Purchasing Authority: Local governments may also elect to purchase cooperatively through the Montana Department of Administration in lieu of soliciting their own bids. 51 A.G. Op. 15 (2006). Procurement by government entities generally falls within the Montana Procurement Act, Section 18-4-101, 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 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 part, 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 non profit corporation operating a charitable hospital.

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

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

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

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

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

C. Local governmental entities are authorized to enter agreements with each other in order to purchase cooperatively. 7-11-104. Authorization to create interlocal agreements -- issuance of bonds for joint construction -- hiring of

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

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

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

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

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

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



## 16. Nebraska, Educational Service Unit Coordinating Council (ESUCC)

### A. Additional Agency Terms and Conditions

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

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

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

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

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

**8) Employment Eligibility Verification:** 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.** 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 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 "Federal Requirements" listed above in the AEPA Terms and Conditions and the following:

- **Lobbying:** The Bidder agrees and understands that under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) that Bidders 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.
- **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 Parties and their grantees, 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 Bidder which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

- **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).
- **Buy American:** To the maximum extent practicable, the Bidder will purchase domestic commodities or products produced in the United States or processed substantially using commodities produced in the United States
- **Minority Business Owners:** The ESUCC will contract with minority-owned businesses, women's business enterprises, and labor surplus firms when possible. Steps to ensure compliance with this provision will include:
  - .1 Qualified small, minority, and women's businesses on solicitation lists so that when such businesses are potential vendors, they are included in ESUCC solicitations.
  - .2 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation for such businesses.
  - .3 Establishing delivery schedules, where requirement permits, which encourage such enterprises
  - .4 Use services of Small Business Administration, Minority Development Agency, or similar state agency to maximize participation.
  - .5 Require prime Bidder, if subcontracts are to be let, to follow the above steps
- **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.
- **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:** 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).
- **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.

**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.

**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.

#### **B. Procedure for Processing Orders**

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

#### **C. Members Purchasing Under the Agency**

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

#### **D. Procedure for Processing Orders**

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

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

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

## 17. New Jersey, Educational Services Commission of New Jersey (ESCNJ)

### Applicability of Contract Provisions to New Jersey Participants

ESCNJ is the AEPMA 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 allow ability 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](http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html)  
(Time and material bids.)
  7. New Jersey Affirmative Action Questionnaire/Documentation
  8. Disclosure of Investment Activities in Iran
  9. Years of experience is not a criterion for the evaluation of bids to be awarded for the State of New Jersey. For additional information visit [www.nj.gov/dca/divisions/dlgs](http://www.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 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 tradeshow, 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 2.2% 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 15<sup>th</sup> 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 584 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 1,300+ 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. 10:5-1 et seq. and N.J.S.A. 10:5-31 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](http://www.state.nj.us/treasury/debarred)) or the Federal System for Award—SA ([www.state.nj.us/treasury/debarred](http://www.state.nj.us/treasury/debarred)) or the Federal System for Award—SA

**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/](http://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

<b>Trade Number</b>	<b>Trade</b>
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; 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.



## 18. New Mexico, Cooperative Educational Services (CES)

The following are terms and conditions that apply to CES Members' and Participating Entities' use of products, services and/or construction services procured by this request for proposal or request for bids. 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/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. Member/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 Member/Participating Entity may place purchase orders for Products, Services and/or Construction Services under this RFP/RFB with CES which, in turn, shall place the purchase order with the Contract Holder. There may then be a subsequent contract between the Contract Holder and the Member/Participating Entity. 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/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/Participating Entity in accordance with Member/Participating Entity's written instructions and to provide an accounting of all monies paid or received by CES. CES also volunteers to provide informal mediation services between Contract Holder and Member/Participating Entity in the event any dispute arises between them.

4. Upon CES' receipt of funds from the Member/Participating Entity, CES shall apply those funds only as instructed by Member/Participating Entity. CES shall incur no liability to Member/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. Member/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 Member/Participating Entity to perform as provided for in the RFP or RFB documents, any purchase order or other contract between Contract Holder and a Member/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 (REQUEST FOR PROPOSAL), (RFP), the following terminology shall be defined as indicated below:

**The terminology: "Agency", "CES Eligible Agency" and "Eligible Agency" as used within this solicitation (IFB or RFP) are defined as a CES Member, Participating Entity and other entities that may utilize any contract created through this solicitation (RFP). Therefore, Agency, CES Eligible Agency, Eligible Agency, Member and Participating Entity are interchangeable.**

**The terminology: "Bidder", "Contractor", "Offeror" and "Proposer" is used to identify the person(s) or firm(s) responding to a CES Solicitation (RFP).**

**The terminology: "Buyer" as used in this solicitation (IFB or 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.**

**The terminology: "can", "may", "should", "preferably", or "prefers" - identifies a desirable or discretionary item of the solicitation (RFP). Failure to comply with such an item will not result in the rejection of the Offerors proposal.**

**The terminology: "CES" as used within this solicitation (IFB or RFP) is defined as "CES", "CES Members and Participating Entities". Therefore, CES, Members and Participating Entity are interchangeable.**

**The terminology: "must," "shall," "will," "is required," or "are required" - identify a mandatory requirement of this solicitation (RFP). Failure to comply with such a mandatory factor shall result in the rejection of the Offerors proposal. Rejection of the Offeror's proposal will be subject to review by the CES Evaluation Committee and a final decision on rejection will be made by the CES Procurement Officer.**

**Acceptance of Delivered Services:** The Member/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 Member/Participating Entity, CES will make the final determination.

**Accounts Payable:** This is the amount owed to an Offeror by CES due to an accepted delivery of products or services by a Member/Participating Entity pursuant to a contract executed as a result of this solicitation (RFP). The Offeror agrees not to contact the accounts payable department, business manager or executive officer of a CES Member/Participating Entity which owes CES payment for a product or service delivered, unless CES has specifically requested assistance in collecting a past due payment.

**Addendum:** Written changes, responses to questions and/or drawing issued before the closing date and time of this solicitation (RFP). An addendum may interpret or modify the bidding documents by making additions, deletions, clarifications or corrections.

**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 and other fees/charges). The CES administrative fee will be taken as a deduction off the amount of the cost quote/proposal when CES prepares its' purchase order to the Offeror, unless an alternative pricing method has been approved by CES.  
**Amendment of Offer or Proposal:** An Offeror's, offer or proposal can amended by the Offeror up to the closing date and time of this solicitation (IFB or RFP) thru the CES eProcurement system.

**Announcement of Successful Offerors:** Selection will be made by written communication to successful Offerors and thru the CES eProcurement System.

**Applicable Law:** Any contract executed as a result of this solicitation (IFB or RFP) 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 (IFB or RFP) is subject to arbitration to the extent required by the New Mexico Procurement Code.

**Assignment:** No right or interest in any contract executed as a result of this solicitation (IFB or RFP) will be assigned or transferred by the Offeror without prior written permission by CES, and no delegation of any duty of the Offeror will be made without prior written permission by CES. CES will not unreasonably withhold approval and will notify the Offeror within 15 days of receipt of written notice by the Offeror.

**Assignees, Mergers, Dissolution and Successors:** The Offeror agrees that during the term of the contract executed as a result of this solicitation (RFP), it will maintain its existing business structure and 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 business structure will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another business structure or permit one or more other business structures to consolidate or merge into it, unless the surviving, resulting, or transferred business structure can:

- A. Qualify to do business in the State of New Mexico and holds the appropriate licenses, registrations, etc.;
- B. Assume, is capable of, and has the capacity and qualifications and agrees in writing to perform all of the existing and future obligations of the original Offeror;
- C. Provide CES with all of the documents required for it to review, evaluate and approve; and
- D. Receive CES' written approval.

**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. If the Offeror wishes to have all payments under a contract executed as a result of this solicitation (IFB or RFP) made to a third party, Offeror must state this in its response.

**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 (IFB or RFP) 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:** This solicitation (RFP), as well as any executed contractual agreement, is issued under the New Mexico Procurement Code, CES Board Policies, and CES Procurement Guidelines.

**Best and Final Offer:** After initial receipt of proposals, CES reserves the right to conduct discussions with responsible

Offerors who submit responsive proposals.

**Billing:** All invoices will be from the Offeror to CES, its Members, or Participating Entities and will list either the CES purchase order number or the CES Agency's purchase order number(s) 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 purchasing process identified and agreed to by CES and the Offeror.

**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.

**Brand Names:** The use of the name of a manufacturer, brand name, or catalog number does not restrict the offer. Brand names are used to indicate the character, quality and/or performance equivalence of the commodity on which proposals are submitted. However, CES reserves the right to decide if alternatives to the identified manufacturer and brand are, in fact, equal to that described in the proposal.

**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 (Chapter 81, Laws of 2006). Prior to the Offeror entering into a contract with an individual CES Agency, the Offeror must provide the CES Agency with a Campaign Contribution Disclosure Form.

**Certification:** By signature in the offer section of the offer page, the Offeror certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The Offeror will not discriminate against any employee or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246).
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted offer.
4. The Offeror agrees to promote and offer to Members/Participating Entities of CES only those materials and/or services allowed under resultant contract(s) as CES contract items.
5. The Offeror agrees to adhere to and comply with the procurement and transaction process and pricing format stipulated within the resulting contract.

**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).

**CES Participating Entities:** Is 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.

**CES Price Support:** Although CES expects Offerors to offer their very best prices to CES Agencies, nothing in this solicitation (IFB or RFP) establishes a most-favored customer relationship between CES and the Offeror. The Offeror can respond to any

solicitation from any public procurement unit without regard to this contract; however, the Offeror must agree that fees and prices offered through its CES contract will be at least two percent (2%) below the lowest fee/price offered directly to a CES Agency for a similar volume.

**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

**Changes:** CES can make changes within the general scope of this solicitation (IFB or RFP) by giving notice to the Offeror, and subsequently confirming such changes in writing. If such changes affect the cost and/or the time required for performance of this service, an equitable adjustment in the price or delivery or both will be made. No change by the Offeror will be recognized without written approval of CES. Any claim of Offeror for any adjustment must be made in writing within thirty (30) days from date of receipt, by Offeror, of notification of such change, unless CES waives this condition. Nothing in this section will excuse Offeror from proceeding with performance of the service as changed hereunder.

**Clarification:** As used in this solicitation (RFP), clarification means communication with a Offeror for the sole purpose clarifying, eliminating minor irregularities, informalities, possible discrepancies, omissions, ambiguities, or apparent clerical mistakes in the solicitation (RFP).

**Collusion, Price Fixing and Bid Rigging:** Are illegal per the Sherman Act of 1890 and are subject to criminal prosecution by the Antitrust Division of the United States Department of Justice. Violation of the Sherman Act is a felony punishable by a fine of \$100 million for corporations and \$1 million for individuals, and the maximum Sherman Act jail sentence is 10 years. Under some circumstances, the maximum potential fine may be increased above the Sherman Act maximums to twice the gain or loss involved. In addition, collusion among competitors may constitute violations of the mail or wire fraud statute, the false statements statute, or other federal felony statutes, all of which the Antitrust Division prosecutes.

**Competitive Sealed Proposals:** As required in the Procurement Code, NMSA 1978, § 13-1-111. CES has determined that competitive sealed bids are neither practicable nor advantageous for this procurement.

**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 Proposer 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. The proposer shall provide a sheet with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

*"The data contained in pages of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, CES and its Members and Participating Entities shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit CES and its Members and Participating Entities the right to use or disclose data obtained from any source, including the proposer, without restrictions."*

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL". Within the required electronic submission, any item marked as confidential will need to be submitted in a separate folder marked "Confidential information".

The CES Chief Procurement Officer will review the statement and will determine in writing whether the information will be withheld. If the Chief Procurement Officer 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.

**Conflict of Interest:** Any contract executed related to this solicitation (IFB or RFP) is subject to cancellation by CES if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the CES Agencies 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.

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

**Contract Award:** CES reserves the right to make single or multiple awards or to reject one or all proposals. A response to this solicitation (IFB or RFP) is an offer to contract with CES based upon the terms, conditions, scope of work and specifications contained in this solicitation (RFP). If recommended for award, all solicitation (IFB or RFP) documents become the basis for a CES contract. A contract will be executed between CES and the awarded vendor(s) and shall become a binding agreement upon signatory approval by all parties.

**Contract Term and Extension:** The initial contract term shall be for four (4) calendar years and shall continue until terminated, canceled or extended. 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.

**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.

**Contract Multiple Awards:** CES has determined that often contracts awarded to more than one supplier for comparable goods and services at various prices best meets the many needs of CES, its Members or Participating Entities. Hence, when an award to one supplier would be impractical or fail to meet the total requirements of comparison or evaluation, multiple awards may be made.

**Contract Non-Exclusive:** Any contract resulting from this solicitation (IFB or RFP) will be awarded 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 Type:** Indefinite quantity with:

1. Fixed discount off retail or off published catalog or price lists.
2. Fixed price with economic adjustment. Offeror must identify, in writing, in this RFP any contingencies prior to approval.

Note: A cost-plus-a-percentage-of-cost contract is prohibited. Due to the multiple purchasing processes and pricing formats utilized by CES, request for a price adjustment must in accordance with the terms, conditions and stipulations identified within the individual purchasing process agreed to. Justification for any price adjustment shall be in writing and be accompanied by appropriate documentation. Any escalation that exceeds the Consumer Price Index (CPI) per contract year may be rejected unless insuperable market forces can be fully documented.

**Contractor:** An Offeror who has been awarded a contract for delivery of items of tangible personal property, professional services and other services.

**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.

**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).

**Cost of Proposal Preparation:** CES will not reimburse the cost of developing, presenting or providing any response to this solicitation (RFP).

**Compliance with Proposal Instructions:** By submitting a proposal, the Offeror acknowledges its understanding of the Instructions regarding this solicitation (IFB or RFP) and its willingness to comply with the requirements of the bid documents.

**Credit Hold:** The Offeror must agree not to place CES, its Member/Participating Entity on "credit hold" without ten (10) days advanced notice in writing, either by e-mail, letter or facsimile. When it involves a direct purchase from a Member/Participating Entity, contract holder agrees to copy CES on all collection correspondence. Before CES can pay an Offeror's invoice, it must collect payment from the Member/Participating Entity that received the product. CES believes it is better for the Offeror if CES places the slow-paying agency on "credit hold". If an Offeror places CES on "credit hold," agencies that pay promptly are penalized. If, on the other hand, CES places the offending agency on "credit hold", payment is more likely to result and only the offender is punished.

**Current Products:** All offers will be for equipment, supplies, commodities, and software in current production and marketed to the public, educational, or governmental agencies. Products shall be new in condition.

**Default in One Installment to Constitute Total Breach:** Offeror will deliver conforming materials in each installment, or lot of any contract related to this solicitation (RFP), 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 Agency under this contract.

**Defective Goods:** Offeror agrees to pay for return shipment on goods that arrive in a defective or non-operable condition as determined by the CES Agency. Offeror agrees to arrange for return shipment of damaged goods at no cost to the CES Agency.

**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 will constitute a breach, and Offeror will not have the right to substitute a conforming tender without written consent of all parties involved.

**Delivery of Goods and Services:** Offeror agrees to supply and deliver the Goods or Services to CES, its Members/Participating Entities and to perform the Services, as applicable per the terms set out in 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 Purchase Order or otherwise provided to the Offeror by CES, its Members/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 Members/Participating Entities.

Offeror must immediately notify CES, its Members/Participating Entities if Offeror is unable to meet a Delivery Date. At any time prior to the Delivery Date, CES, its Members/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/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/Participating Entities upon receipt of Goods at the Delivery Point, unless otherwise agreed to by the CES, its Members/Participating Entities in writing. CES, its Members/Participating Entities has no obligation to obtain insurance while Goods are in transit from Offeror to the Delivery Point.

**Descriptive Literature and Brand Names:** All proposals submitted under this solicitation (IFB or RFP) must include a complete set of the manufacturer's descriptive literature regarding the equipment and software offered. Brand names, trade names and/or catalog numbers if used in this solicitation (IFB or RFP) are intended to describe and identify equipment and software.

**Deviations or Exceptions to Requirements:** Deviations or exceptions stipulated in an Offeror's proposal can result in rejection of the response. CES reserves the right to determine whether the deviation or exception does or does not serve the interest of or is not advantageous or acceptable to CES or its Member Agencies.

**Disclosure of Confidential Information:** 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.

**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.

**Discontinued Products:** In the event that a product or model is discontinued by the manufacturer, CES will allow the Offeror to substitute with equal or better new product or model. The pricing or discount level will be equal or better than the

discontinued product or model.

**Electronic Data:** The product and service provider must be willing and capable of providing to the CES and its Agencies, 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 Agency.

**Estimated Quantities:** CES does not guarantee quantities or usage. Usage depends on the actual needs of the CES Members/Participating Entities.

**Evaluation Committee:** Means a body constituted in accordance with CES Procurement policies and procedures to perform the evaluation of Offeror's proposals. The Evaluation Committee may consist of CES staff, CES Member Agency staff and/or subject matter experts. The committee's evaluation activities are facilitated and coordinated by the CES procurement staff. The committee reviews, evaluates, and makes a recommendation to the CES CPO or designee, who then makes the award determination.

**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; 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 ~~or~~ 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 (IFB or RFP) 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 (IFB or RFP) 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 (RFP). 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 (RFP). 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:

- 1) 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;
- 2) Replace or modify the product or service so that it becomes non-infringing; or
- 3) 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.

**Inquiries:** General questions related to this solicitation (IFB or RFP) will be submitted thru the CES eProcurement System. General procurement questions shall be directed in writing by e-mail to bids@ces.org to: Cooperative Educational Services, Attn: Procurement Manager. Responses to solicitation (IFB or RFP) related inquiries submitted via the eProcurement System will be issued thru the eProcurement System.

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

**Insurance:** Upon contract award, the Offeror 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 any of the Offeror or by anyone for whose acts the Offeror may be liable during the entire performance period of the prospective contract. The Offeror must furnish an ACORD Certificate of Insurance to the CES prior to official contract award. 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 the Offeror has assumed under this solicitation (RFP). 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 as co-insured up to the limits required by New Mexico Statutes. 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 Agency 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 Agency.

**Interviews:** If an interview is required for a solicitation (IFB or RFP) or should the evaluation committee elect to conduct interviews, the evaluation committee will provide CES staff the interviewee questions, CES staff will provide interview questions to and coordinate with each interviewee as to the time, date, place and the time allowed for each presentation. The evaluation committee members may question each interviewee during or after its presentation. Interviews will be closed to any persons not representing the interviewee. At the end of all interviews, each evaluation committee members shall rate each interviewee in accordance with the criteria as provided to each interviewee. CES will not reimburse any interviewee for the cost of their presentation or travel.

**Invoice:** Offeror will invoice, either CES, its Member or Participating Entity after acceptance of the delivery of goods and/or services. Goods and services will be invoiced at current contract pricing on file with CES. At a minimum the invoice must include: the 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 Agency purchase order total. New Mexico Gross Receipts Tax (if applicable) must be shown as a separate line.

**Late Offers:** The CES eProcurement System does not allow submission of Offeror responses after the RFP close deadline.

**Leasing:** Offeror 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 Agency. The CES contract holder providing the equipment(s) to the CES Agency that is funded thru a lease option shall pay CES the two percent (2%) administrative fee on the total cost of the equipment(s). The CES administrative is non-refundable should the lease terminate early. CES will not collect lease payments, the CES Agency 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. Offeror must indicate in its response to this solicitation (IFB or RFP) if the shipping costs for the return of leased equipment are the responsibility of the CES Agency and what that cost will be. No sale of a contract to a third party will be made without informing CES and the CES Agency 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 Agency must return the equipment to the Leasing Agency. As required by New Mexico law, the lease agreement with the CES Agency 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 Agency (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. It is up to The CES Agency shall make the determination if sufficient funds have been appropriated. The CES Agency 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 Offeror will maintain in current status all applicable federal, state, and local licenses, bonds, and permits as required for the performance of any contract awarded related to this solicitation (RFP). Copies of licenses will be submitted by the Offeror with their response to a solicitation (IFB or RFP) as applicable.

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

**Limitation of Liability:** The Offeror's liability to CES or any CES Member Agency, 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.

**Manufacturer's Representative:** Dealers of products, services and equipment offered in response to a solicitation (RFP), who submit an offer as a manufacturer's representative, must be able, to supplement the offer with a letter from the manufacturer certifying that the Offeror is an authorized dealer for the products, services and equipment presented. Should the dealer fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume and discharge such obligations or provide for their competent assumption by one or more representatives or dealers for the balance of the contract period.

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

**Negotiations:** Negotiations may be conducted with the qualified Offeror until an agreement is reached.

**New and Discontinued Technology and Products:** Dealers may replace or add product lines to an existing contract awarded pursuant to this solicitation (IFB or RFP) if the new products meet or exceed the requirements and specifications of the original solicitation (IFB or RFP) Scope of Work. Pricing discounts shall be at a minimum equivalent to the percentage discount of other similar products. CES may at its discretion reject any requests for additions or substitutions. **Product Discontinuance:** In the event that a product or model is discontinued by the manufacturer, the Offeror can substitute a new product or model, if the replacement product meets or exceeds the performance of the discontinued model, and the discount from retail is the same or greater than the discontinued model

**Notice:** Notices under this solicitation (IFB or RFP) will be in writing and will, for all purposes, be deemed to have been delivered when sent thru the CES eProcurement System.

**Novation:** If the original Offeror sells or transfers all assets or portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. CES reserves the right to accept or reject the new party, with the original Offeror being responsible to fulfill the obligations under the existing contract if the new party fails to perform. A simple change of name agreement will not change the contractual obligations of the Offeror.

**Offer Acceptance Period:** In order to allow opportunity to evaluate the proposals offered, CES requires that an offer in response to this solicitation (IFB or RFP) be valid and irrevocable for one hundred and twenty (120) days after opening time and date.

**Offer Non-Responsive:** Any offer that does not conform to the mandatory or essential terms, conditions, and/or specified requirements for this solicitation (IFB or RFP) is considered non-responsive.

**Options:** Optional equipment or products can be added to the contract awarded pursuant to this solicitation (IFB or RFP) at the time it becomes available under the following conditions:

1. The option meets and complies with the solicitation's (RFP's) scope of work, specifications and requirements.
2. The option is priced at a discount similar to other options.
3. The option is an enhancement to the unit that improves performance or reliability.

**Ordering Process:** CES currently offers two (2) procurement/purchasing options: the *traditional method and the online ordering method through Offeror's web site*. For the "traditional" method, CES Members/Participating Entities will submit signed purchase orders to CES. CES will then issue a purchase order to the Offeror. The Offeror must agree to never accept a purchase order directly from the CES Agency based on this procurement method. The purchase order you receive must be issued by CES.

The second method is *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 Member/Participating Entity; the 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.

**Ownership of Materials and Documents:** CES, its Members, or Participating Entities shall be the sole owner of all rights, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "**materials**") which are originated, produced or created through Offeror's work for hire pursuant to a Contract awarded as a result of this solicitation (RFP). Offeror shall execute all **documents** necessary to assign and transfer to, CES, its Members or Participating Entities all Offeror's rights, title and interest in the original **materials**, including any copyright, patent and trade secret rights which arise pursuant to Offeror's work under said Contract.

**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 must:

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 Entities are 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 Members or Participating Entities 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 Members who purchased the equipment, an amount equivalent to the fair market value of the returned equipment. If CES, or any of its Members or Participating Entities, 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 others not having modified their equipment or software.

**Payment by CES:** CES will make every effort to collect payment from Members or Participating Entities for the purchase of goods and services within thirty (30) days after the receipt of goods or services and a correct invoice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the amount owed. *Any offeror that requires payment in less than forty-five (45) days may not be considered.* CES must first receive payment from the Member or Participating Entity in order to process payment to the Offeror. If any payment is delayed beyond forty-five (45) days from the due date, the Offeror agrees not to charge CES interest on the late payment.

**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 be considered.*

**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 in an amount equal to two percent (2%) of the total invoice amount.

Preferences:

- **Resident Business Preference:** Pursuant to NMSA 1978, § 13-1-21, a Request for Proposal shall include a provision for Residential Business preference for those businesses that submit a valid resident business certificate issued by the taxation and revenue department pursuant to NMSA 1978, § 13-1-22.
- **Resident Veteran Business Preference:** Pursuant to NMSA 1978, § 13-1-21, a Request for Proposal shall include a provision for Residential Veteran Business preference for those businesses that submit a valid resident veteran business certificate issued by the taxation and revenue department pursuant to NMSA 1978, § 13-1-22.

- **Residential Contractor Preference:** Pursuant to NMSA 1978, § 13-4-2, a Request for Proposal shall include a provision for Residential Contractor preference for those Contractors that submit a valid Contractor business certificate issued by the taxation and revenue department pursuant to NMSA 1978, § 13-1-22.
- **Residential Veteran Contractor Preference:** Pursuant to NMSA 1978, § 13-4-2, a Request for Proposal shall include a provision for Residential Veteran Contractor preference for those Contractors that submit a valid veteran Contractor business certificate issued by the taxation and revenue department pursuant to NMSA 1978, § 13-1-22.

Pursuant to NMSA 1978, § 13-1-21, applicable preference will be awarded to responding Offerors that submit a copy of a valid resident business certificate or valid Contractor certificate issued by the New Mexico Taxation and Revenue Department. For joint proposals submitted by both a resident and nonresident Offeror, preference will be applied to the percentage of work produced or performed by the resident firm.

If federal funds will be used in whole or part as a funding source, Residential Business, Residential Veteran Business, Residential Contractor or Residential Veteran Contractor Preference will not apply pursuant to NMSA 1978, § 13- 1-21 G and NMSA 1978, § 13-4-3.

**Price List:** The Offeror will furnish CES with copies of or provide electronic access to the approved current price list for products and services for any issued as a result of this solicitation (RFP). 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 CES, the Offeror shall honor their pricing on file with CES at the time of their quote submittal to the CES Agency. Discounts off the current price list are permitted but must be clearly noted as such in the price quote.

The price list must be in the format and contain the detail information required by CES. When an Offeror offers a discount off a published list, catalogue price list, retail price, or Manufacturer's Suggested Retail Price (MSRP), the Offeror must first obtain approval from CES. Such discounts will include the CES two percent (2%) administration fee and must be submitted in the format required and be auditable by CES.

**Price Quote or Proposal:** When preparing a quote/proposal under a CES awarded contract, 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: "hourly labor rate or the list/catalog unit price", "the percent of 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 Quotes and Contract Expiration Grace Period:** Price quotes issued by the Offeror to a CES Member or Participating Entity prior to contract expiration are valid for 120 days after contract expiration. CES Members or Participating Entities must issue a purchase order to CES prior to the expiration of the 120-day grace period.

**Price Reduction, Promotional and Special Pricing:** A price reduction can be offered at any time and will become effective upon approval by CES. CES reserves the right to approve or disapprove such requests.

**Pricing:** Prices offered through the entire term any contract awarded as a result of this solicitation (IFB or RFP) shall be current and will include the CES two percent (2%) administration fee. Should the Offeror fail to update pricing with CES, the Offeror shall honor their pricing on file with CES at the time of their quote submittal to the CES Agency. Discounts off the current price list are permitted but must be clearly noted as such in the price quote.

**Pricing-Alternative Method of Costing:** This method covers any product and service not covered by an established and approved price list or is a custom design and manufactured to meet the requirements of an individual project. The alternative cost is calculated as follows:

1. The Offeror must prepare, issue, and receive when practicable three written quotes from available suppliers and select the supplier that offers the products and services that meets the stipulated requirements and specifications and the most cost-effective solution. All quotes must be made available upon request.
2. The Offeror 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.
3. The Offeror must indicate the percent discount offered to CES and its' Members/Participating Entities on the normal and customary retail price.
4. The CES price is calculated by taking the product and services cost to the Offeror plus the indicated percent of profit/overhead to equal the normal and customary retail price. The Offeror will then subtract the approved CES discount to obtain the CES price. Example: item cost \$1,000; percent of profit/overhead of 20% equals retail price of \$1,200; less the CES discount of 10% or \$120 equals the CES price of \$1080.
5. CES or its Member Agencies reserve the right to accept or reject any quote or proposal using this method.

**Prime Contractor:** Any Contractor paid directly by CES or its Member Agency is a prime contractor; a subcontractor is paid by the prime contractor. Prime contractors using subcontractors are responsible for all actions of their subcontractors.

**Procurement Code:** NMSA 1978, §§ 13-1-21 through 13-1-199 may be cited as the "Procurement Code".

**Product Line:** Offerors may provide their complete product line of equipment, software, and services described in the

specifications.

**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 agency and the Offeror agree to the terms and milestones of the project for progress payments in writing prior to CES issuing a purchase order to the Offeror.
2. The quote or proposal in which the purchase order is based must clearly identify and describe the amount(s) to be paid and the date(s) payment(s) are to be made for the service or goods delivered.
3. The agency will provide a method or criteria of verifying progress payment.
4. The Offeror must obtain from the Member or Participating Entity a written documentation identifying work completed and goods received to be submitted with progress payment request.
5. Payments will be made only after actual goods and/or services are verified, received, and accepted by the CES Member or Participating Entity.
6. 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.
7. All progress payments involving CES purchase orders must be invoiced through CES.
8. If the estimate of work and/or goods received are not approved and certified by the 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.
9. If any payment is delayed beyond forty-five (45) days from the due date, the Offeror agrees not to charge CES interest on the late payment.
10. Acceptance of final payment is a waiver of all claims, except unsettled claims previously made in writing.

**Protests:** Protests will be filed and resolved in accordance with the State of New Mexico Procurement Code NMSA 1978, § 13-1-172 and applicable CES board policies. Venue for any and all legal actions regarding or arising out of the transactions covered herein shall be solely in the District Court, in and for, the County of Bernalillo, State of New Mexico. The laws of the State of New Mexico will govern any resulting transactions.

A protest period of fifteen (15) days shall begin on the day following the contract award notice and end at 5:00 p.m. Local Time at the end of the fifteenth (15) day. A protest must be written and include:

1. The company name, contact name, address and telephone number of the protester;
2. The original signature of the protester or its representative;
3. Identification of the Request for Proposal (IFB or RFP) by solicitation number;
4. A detailed statement of the legal and factual grounds of protest, including copies of any relevant and supporting documents and exhibits; and
5. The form of relief requested.

Protests shall be filed with David Chavez, the Executive Director and Certified Procurement Officer (CPO) of CES, at 4216 Balloon Park Road, Albuquerque, NM 87109. Any protest received after the deadline will not be accepted.

**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 (IFB or RFP) 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 (IFB or RFP) will become the property of CES and be a matter of public record available for review, after the final award notification, under the supervision of CES staff from 9:00 a.m. to 4:00 p.m., Monday through Friday, at 4216 Balloon Park Road NE, Albuquerque, New Mexico, 87109.

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

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

**Request for Proposals or RFP:** All documents, including those attached or incorporated by reference, which are used for soliciting proposals, NMSA 1978, § 13-1-81.

**Responsible Offeror:** An Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal, NMSA 1978, § 13-1-83.

**Responsive Proposal:** An offer which conforms, in all material respects, to the requirements set forth in a Request for

Proposal. Material respects of a request for a proposal include, but are not limited to, price, quality, quantity, or delivery requirements.

**Safety Measures:** Offerors will take all necessary precautions for the safety of Agency Staff and the public in general.

**Safety Standards:** All items supplied on this contract 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 or its Members, 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 or its Member. 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 Members 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 will have the right to dispose of them.

**Serial Numbers:** Equipment offered/proposed in this solicitation (IFB or RFP) must have the original manufacturer's serial number.

**Severability:** The provisions of any contract executed as a result of this solicitation (IFB or RFP) 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 Offeror. For example; if the Offeror ships a product that was not ordered by the CES Agency, it is the responsibility of the Offeror to pay for shipping charges back to the manufacturer or distributor, etc, at the convenience of the CES Agency.

**Shipping Terms:** FOB Destination, "pre-pay and add "unless otherwise indicated by the CES Agency. 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 Offerors and subcontractors must adhere to CES Member or Participating Entity smoking policies.

**Specifications:** All Scope of Work specifications in this solicitation (IFB or RFP) are designed to enable an Offeror to satisfy requirement for a product, material, process, or service. Specifications" means a description of the physical or functional characteristics or of the nature of items of tangible personal property, services or construction. "Specifications" may include a description of any requirement for inspecting or testing, or for preparing items of tangible personal property, services or construction for delivery. No specifications are intended to unnecessarily limit competition by eliminating items capable of satisfactorily meeting the actual needs of the procurement. "The use of a Brand Name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and it is not intended to limit or restrict competition" NMSA 1978, § 13-1-168.

**Stored Materials:** Upon prior written agreement between the Offeror 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 Offeror against loss and damage. Offeror agrees to provide proof of insurance coverage and/or 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 Offeror's responsibility to protect all materials and equipment. The Offeror 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.

**Suspension or Debarment Status:** If any firm, business, person, or Offeror submitting a proposal has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government, the Offeror must include a letter with its response or offer setting forth 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, shall result in the cancellation of any contract. By signing the offer section, the Offeror certifies that no suspension or debarment exists.

**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 Member/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, Offeror shall include such taxes as a separate item on the original invoice to CES.

**Technical Irregularities:** Are matters of form rather than substance evident from the proposal documents or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is, when there is no effect on price, quality or quantity. If discussions are not held or if best and final offers upon which award will be made have been received, CES reserve the right to waive such irregularities or allow an Offeror to correct them if either is in the best interest of CES and its Members/Participating Entities.

**Termination for Material Breach:** Either Party may terminate any Agreement executed as a result of this solicitation (RFP), 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 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 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 Agency may procure the goods or services from another source and hold the Offeror 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 Agency 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 executed as a result of this solicitation (RFP), for convenience in whole or in part, at any time. CES shall pay for acceptable work performed prior to the Offeror's receipt or issuance of a notice of termination. The Offeror 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 (IFB or RFP) due to the failure by the Offeror to carry out any obligation, term or condition of the said contract. CES may issue written notice to the Offeror for acting or failing to act under but not limited to the following conditions.

1. The Offeror provides material that does not meet the specifications of the contract.
2. The Offeror fails to complete the services set forth in the specifications of the contract.
3. The Offeror fails to complete the work required or to furnish the materials required within the specified time.
4. The Offeror fails to make progress in the performance of the contract and/or gives CES cause to believe that the Offeror will not or cannot perform the requirements of the contract.
5. The Offeror fails to observe any or all of the terms and conditions of any contract executed as a result of this solicitation (RFP).
6. The Offeror 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 Offeror terminate the contract resulting from this solicitation (IFB or RFP) if the Offeror 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 (IFB or RFP) and executed through the 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 (IFB or RFP) shall terminate immediately upon written notice being given by CES, or the CES Member or Participating Entity to the Offeror. CES, its Members or Participating Entity's Governing Body decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Offeror and shall be final.

**Termination of RFP:** CES reserves the right to cancel this solicitation (IFB or RFP) at any time for any reason and may reject any or all proposals when it is in the best interest of CES, its Members and Participating Entities (NMSA 1978, § 13-1-131).

**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 Offeror's expense.

**Warranty:** The Offeror agrees that the tangible personal property or services furnished under this solicitation (IFB or RFP) shall be covered by the most favorable commercial warranties the Offeror 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 Agency and are in addition to and do not limit any rights afforded to CES and/or the CES Agency by any other Clause of this Agreement or order. Offeror agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

**Weighted Evaluation:** CES reserves the right to use a point ranking system to evaluate responses and to assign points to the cost elements as it determines most appropriate.

**Withdrawal of Offer:** An Offeror may withdraw its electronic proposal submitted thru the CES e-Procurement System, at any time prior to the close date and time.

**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 Agency fiscal year end (June 30th), unless agreed upon in writing by both the CES Agency and the Offeror. CES must receive all invoices dated for the prior fiscal year by the 10<sup>th</sup> business day in July. The CES Agency may cancel purchase orders not completed by June 25<sup>th</sup>. The CES Agency may issue new or revised purchase orders dated after July 1<sup>st</sup> for any goods not delivered or services not completed by June 25<sup>th</sup>.

## 19. North Dakota, North Dakota Educators Service Cooperative (NDESC)

### General Terms and Conditions (All Categories)

- a. **Governing Law:** The laws of the State of North Dakota govern all contracts resulting from this solicitation. Each provision of law and clause required by law to be included in a contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction.
- b. **Governing Venue:** The resulting contract award shall be deemed to have been made and performed in Cass County, North Dakota. For venue, all legal arbitration or causes for action arising out of the resulting agreement shall be brought to the courts of Cass County, North Dakota.
- c. **Hazardous Substances:** All hazardous products purchased by participating agencies shall include a Safety Data Sheet (SDS) with the delivery.
- d. **Lease and Rental Agreements:** The Vendor may allow participating agencies to enter into a rental, lease, or lease-purchase agreements, providing such agreements comply with North Dakota Statutes and guidelines. NDESC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the Vendor and the participating agency. The Vendor agrees that leases will comply with the Uniform Commercial Code. The applicable administrative fee must be included in the lease cost based on the total value of the goods and applicable services purchased. This fee is referred to under the Technical Specifications. The Vendor should attempt to work with NDESC's current leasing vendor. Should the Vendor be required to utilize their own financial leasing company, this should be noted/requested as an exception. In the event of a lease, the total administrative fee for the value of goods shall be paid to NDESC by the vendor at the front end of the lease. NDESC reserves the right to review all purchase orders, lease documents and invoices to ensure contract compliance.
- e. **Non-Discrimination:** Any resulting contract for on or behalf of participating agencies, said Vendor agrees to:
  - i. That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, because of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
  - ii. That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;
  - iii. That a violation of this section is a misdemeanor; and
  - iv. That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, shall be forfeited for a second or any subsequent violation of the terms or conditions of this contract.
- f. **Participating Agency:** A participating agency shall be defined under Chapter 54-40.3 of the North Dakota Century Code, as amended. An eligible agency includes any school, higher education, city, county, other governmental agency, nonprofit organization, or other entity contracted to conduct business on behalf of a participating agency provided that they are required to follow state and local procurement regulations.
- g. **Substance Use and Conduct:** All Vendor partners and subcontractors must adhere to local substance (alcohol, drug, smoking, etc.) and conduct (dress code, language, parking, etc.) policies while on a participating agencies' premises.
- h. **Vendor Orientation:** The Vendor and their participating resellers/sub-contractors will be required to participate in an online training session that is designed to educate the Vendor and resellers/sub-contractors on the purpose and nature of NDESC. The Vendor will not be marketed to participating agencies until they have completed the vendor orientation session.

### 8. Additional Participating Agency Terms and Conditions for Non-Construction Products and Services

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

### 9. Additional Participating Agency Terms and Conditions for Construction Related Products and Services

Upon acceptance and approval of the Vendor's offer by AEPA, NDESC will independently consider the offer and consult with the Vendor determine if the Vendor can meet the requirements for construction-related products and services, according to [Chapter 48-01.2 of the North Dakota Century Code](#), and to enter and execute a contract in the state of North Dakota. Once NDESC and the Vendor can confirm that business can be conducted in North Dakota, NDESC will make a final decision to complete the contract execution process.



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

**Performance Bond (for construction and/or installation related projects):** 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](mailto: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](http://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:jeastes@lcsc.org) and copied to Lori Mittelstadt at [lmittelstadt@lcsc.org](mailto: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: May 20, 2015*

*Reviewed and Approved: May 18, 2016*

*Revised and Approved May 17, 2017*

*Reviewed and Approved May 15, 2019*

## 21. Oregon, Intermountain Educational Service District (IMESD)

### ***A. Additional Agency Terms and Conditions – all categories***

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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 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. 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***

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***None***

***C. Additional Agency Terms and Conditions – Construction Products and Services***

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**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

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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 CATEGORY OF DOLLAR VALUE  
SUBCONTRACTOR WORK

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

*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

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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/WHDPWR](http://www.boli.state.or.us/BOLI/WHDPWR) and [www.access.gpo.gov/davisbacon/or.html](http://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***

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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***

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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 measureable, 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 General Terms and Conditions that apply to all categories

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 tradeshow, 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 Non-Construction Products and Services

None

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

**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 contractor 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 Antbid-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](mailto: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 31<sup>st</sup> and all consecutive 12-month periods if contract is extended. The vendor will make all administrative fee payments to KPN by the 15<sup>th</sup> 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 Education Service Center**

**A. Additional Agency 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 Contractors. This fee shall be included in all pricing to TexBuy and its participating agencies. The fee is based on actual Contractor 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 Contractors in the purchase of goods and services. Contractors shall indicate on the proposal form whether or not they are an MWBE.
- (4) **Bid 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 Contractors will be required to sign a standard affidavit 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) **SB 9: Criminal History and Background Checks**, in accordance with Texas Education Code Chapter 22, 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).
- (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/contractors 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/contractor 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 relatives 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.
- (9) **EDGAR Certification (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 new "EDGAR"). All Vendors submitting Proposals must complete this EDGAR Certification Form regarding the Offeror's willingness and ability to comply with certain requirements which may be applicable to specific TexBuy member purchases using federal grant funds. This completed form will be made available to TexBuy members for their use while considering their purchasing options when using federal grant 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, a local government entity shall not enter into contract with a vendor/contractor that has violated any provision of the Texas Antitrust laws referenced in Texas Business & Commerce Code Chapter 15 or any Federal antitrust laws.
- (11) **H.B 89 Verification:** In accordance with chapter 2270 of the Texas Government code, a local government entity (city, school district, special district, etc) may not enter into a contract with a for-profit company unless the local

government entity obtains written verification that the company does not and will not boycott Israel during the term of the contract.

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

- (1) **State of Texas Franchise Tax:** By signature hereon, the bidder certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Texas Tax Code.
- (2) **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.

**C. 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 affidavit required by the State of Texas):** The State of Texas has a law concerning non-resident Contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A. This law makes it necessary for 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) **Security**

- (a.) **Bid Security,** when required by Texas Law, shall be furnished with the bid. The Bid Security shall consist of a certified check, cashier's check or a bid bond in the amount of ten percent (10%) of the total bid (or as otherwise stated in the RFB) that shall be a guarantee to furnish Performance and Payment Bonds. Bid Security shall be to TexBuy.
- (b.) **The Successful Bidder's Security** will be retained until the Contract is signed and the required Performance and Payment Bonds have been furnished. If any bidder refuses to enter into a contract within 30 days or fails to furnish the required bonds, TexBuy will retain the Bid Security as liquidated damages, but not as a penalty.
- (c.) **Performance Bonds** when required by Texas Law, shall be furnished by the successful bidder in an amount equal to one hundred percent (100%) of the total amount of the contract sum, 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.
- (d.) **Payment Bonds** when required by Texas Law shall be furnished by the successful bidder, in the amount of the contract, solely for the protection of all claimants supplying labor and material as hereinafter defined, in the prosecution of the work provided in said contract, for the use of each claimant.
- (e.) **Prevailing Wage** must be paid to any contractors or subcontractors or their employees or agents in performing any work under the awarded bid.
- (f.) **Criminal History Background Checks** in accordance with Texas Education Code §22.0834 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).

- (3) **Insurance:** The Contractor shall file with the Participating Agency's designee, Insurance Certificates, as described herein, evidencing the coverage required, 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 of companies acceptable to the Owner. 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:  
Single Limit—\$500,000.00  
Unimpaired Aggregate—\$500,000.00

Comprehensive 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

- (b.) Owner's Insurance: Carry and pay for Owner's Protective Liability Insurance in the same amounts as specified above for the Contractor's General Liability. Name the Architect, Engineers, and Consultants as additional insured if applicable.
- (c.) Comprehensive Catastrophic Liability: excess over the above liability policies in the amount of \$2,000,000.00 each occurrence. (Combined Limit)

***D. 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.

***E. Members Purchasing Under the Agency***

TexBuy is operated by Region 16 Education Service Center, 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 unorderd 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](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 Contractor's 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 contract's 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)

(General Contracts and Construction/Public Works Projects)

### **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 9A.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. Procedure for Processing Orders**    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, tkim@kcda.org and Chief Financial Officer, Yohan Lee, 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](http://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.

- **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. 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. A copy of the applicable prevailing wage rates are also available for viewing at the office of KCDA. Upon request KCDA will mail a hard copy of the applicable prevailing wages.
- **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, Plumbing and Electrical subcontractors will be and submit this information with bid documents in order for the bid to be responsive (RCW 39.30.060).** Such projects also have special considerations pertaining to prefabricated materials (RCW 39.04.370) and use of apprentices (39.04.320).
- **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.
- **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/Vendors have submitted an approved intent form. KCDA cannot release retainage until all Contractors/Vendors have an approved Affidavit of Wages Paid form certified by the Industrial Statistician. (RCW 39.12.030, 040, 042). Costs for filing shall be the responsibility of the Contractor. Once the work is successfully completed, KCDA will release 95% of the project cost and withhold 5% retainage for as dictated by law. The final 5% will be paid when the following is completed: acceptance of project completion to the satisfaction of the KCDA ordering member, followed by receipt of approved Affidavit of Wages Paid Forms, Releases from Washington State Department of Labor & Industries, Employment Security Department and the Department of Revenue.
- **Federally Funded Projects:** In addition to the Federal Requirements of Section III General Terms and Conditions, Davis-Bacon prevailing wage requirements apply to public works construction contracts of \$2000 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.

- **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 submittal of bid to AEPA, the contractor must hold a current Washington State Contractors License in the name of the company signing the bid. Failure to have the license prior to submitting the bid is a violation of chapter 18.27 RCW and is a gross misdemeanor.
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.

B. Supplemental Bidder Responsibility Criteria. If supplemental criteria apply to this project, the criteria are included in "Attachment A." The Bidder may make a written request to modify any or all of the supplemental criteria. Modification of supplemental criteria shall be at KCDA's discretion. Any modifications to the supplemental criteria shall be made by addenda prior to bid opening.

**Subcontractor Responsibility:**

The contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
2. Have a current Washington State Unified Business Identifier (UBI) number.
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
4. If applicable:
  - a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
  - b. Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
  - c. Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW
5. Have an electrical contractor license, if required by Chapter 19.28 RCW;
6. Have an elevator contractor license, if required by Chapter 70.87 RCW;

- **Bonds- Payment & Performance:**

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 fifty 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 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 18.27.010. It is the responsibility of the prime contractor to ensure any subcontractors performing under this contract hold and maintain appropriate licenses. The contractor shall verify that appropriate licenses are in place at the time of response to this bid. Copies of licenses 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.
- **Permits:** The acquisition of all permits as well as any drawings needed to obtain those permits is the responsibility of the successful Contractor/Bidder unless otherwise acknowledged by the KCDA member.
- **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 KCDA and 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. KCDA and the KCDA member must both approve the certificate of insurance and endorsements.
- **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 Contractor 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.
- **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. 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.

- **Payment Retainage:** In accordance with RCW 60.28 a contract retainage of not to exceed five percent of the moneys earned by the contractor toward completion of a public improvement contract shall be withheld and reserved as a trust fund for the protection and payment of 1) the claims of any person arising under the contract, and 2) the state with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from such contractor. Upon completion of a contract, the member agency shall notify the Department of Revenue, the Employment Security Department, and the Department of Labor and Industries of the completion of contracts over thirty-five thousand dollars. KCDA will issue payment on the retainage amount forty-five days after notice from the KCDA Member Agency that the contract has been accepted as complete or upon receipt of all necessary releases, whichever is later.

## 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 22<sup>nd</sup> 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 Statutes 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](http://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.

**5. 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.

### 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 352  
TRENTON, N.J. 08646-0352

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT  
TAXPAYER IDENTIFICATION#: 970-097-382/500  
ADDRESS: 847 ROEBLING AVE  
TRENTON NJ 08611  
EFFECTIVE DATE: 01/01/01  
FORM-BRC(08-01)

TRADE NAME: CLIENT REGISTRATION  
SEQUENCE NUMBER: 0107230  
ISSUANCE DATE: 07/14/04

Acting Director

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

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT  
Trade Name: CLIENT REGISTRATION  
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 with the bid/proposal 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](http://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/](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 \_\_\_\_\_

## **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 its 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** \_\_\_\_\_



**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/](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](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 <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 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: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> 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 AWARDED 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										
	COL. 1	COL. 2	COL. 3	***** MALE *****					***** FEMALE *****					
	TOTAL (Cols. 2 & 3)	MALE	FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL														
Total employment From previous Report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	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](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 YOU 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 contract. Include City, County, State and Zip Code. This is 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 Number.

## 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 AWARDED 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**

<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Name of Recipient Elected Official/ Committee/Candidate</u>	<u>Name of Contributor</u>

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\*<sup>1</sup>
- 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.**

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

**P.L. 2005, c. 271**

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

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

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

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

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

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

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

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

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

c. As used in this section:

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

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

**P.L. 2005, c. 271**

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

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

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

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

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

- (1) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;
- (2) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and
- (3) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

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

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

As used in this section:

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

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

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

4. This act shall take effect immediately.

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

**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 agreement(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: \_\_\_\_\_



# 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

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**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.

#### 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 352  
TRENTON, N.J. 08646-0352

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT  
TRADE NAME: CLIENT REGISTRATION  
TAXPAYER IDENTIFICATION#: 970-097-382/500  
SEQUENCE NUMBER: 0107230  
ADDRESS: 847 ROEBLING AVE  
TRENTON NJ 08611  
ISSUANCE DATE: 07/14/04  
EFFECTIVE DATE: 01/01/01

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

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 PRIORTO 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

### **CONTRACTOR/VENDOR REQUIREMENTS—OFFICE OF THE NEW JERSEY STATE COMPTROLLER - continued**

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 with the bid/proposal 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 its 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**

<b><u>Date of Contribution</u></b>	<b><u>Amount of Contribution</u></b>	<b><u>Name of Recipient Elected Official/ Committee/Candidate</u></b>	<b><u>Name of Contributor</u></b>

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<sup>2</sup>
- 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.**

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<sup>2</sup> N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L. 1993, c. 65 (C. 19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

**P.L. 2005, c. 271**

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

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

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

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

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

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

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

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

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

c. As used in this section:

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

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

**P.L. 2005, c. 271**

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

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

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

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

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

- (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: \_\_\_\_\_



**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.

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

Acting Director, Division of Taxation

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](mailto:wage.hour@dol.nj.gov)  
Web site: [lwd.dol.state.nj.us/labor/wagehour/content/contact\\_us.html](http://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 therefore 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 at <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.nj.gov/treasury/contract_compliance/)

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. 10:5-31 et 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. 17:27-7.2; 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)

(C) EXHIBIT B - RETURN WITH BID

(D) MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

(E) N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

(F) N.J.A.C. 17:27-1.1 et seq.

(G) 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 contractor 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

**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-continued**

trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq. (Revised: January, 2016)

Company \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

# Sample-AA201

FORM AA-201  
Revised 11/11

**STATE OF NEW JERSEY**  
DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT  
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

**INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION**

**Official Use Only**

Assignment \_\_\_\_\_

Code \_\_\_\_\_

For instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa201ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf)

1. FID NUMBER	2. CONTRACTOR ID NUMBER	5. NAME AND ADDRESS OF PUBLIC AGENCY AWARING CONTRACT Name: Address:			
3. NAME AND ADDRESS OF PRIME CONTRACTOR  (Name)  (Street Address)		CONTRACT NUMBER		DATE OF AWARD	DOLLAR AMOUNT OF AWARD
(City) (State) (Zip Code)		6. NAME AND ADDRESS OF PROJECT Name: Address:		7. PROJECT NUMBER	
4. IS THIS COMPANY MINORITY OWNED [ ] OR WOMAN OWNED [ ]		COUNTY		8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES <input type="checkbox"/>	
9. TRADE OR CRAFT	PROJECTED TOTAL EMPLOYEES		PROJECTED MINORITY EMPLOYEES		PROJECTED PHASE - IN DATE
	MALE FEMALE		MALE FEMALE		PROJECTED COMPLETION DATE
	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 \_\_

\_\_\_\_\_  
**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.

<b>Bid</b>	<b>Title of Bid:</b> _____ <b>Bid #</b> _____
<b>Vendor</b>	
<b>Representative</b>	
<b>Address</b>	
<b>Telephone #</b>	
<b>Fax #</b>	
<b>Email</b>	
<b>Website</b>	



**NEW JERSEY REQUIRED DOCUMENTS CHECKLIST – RETURN WITH BID**

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

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 021.5 - B

### Disaster Recovery Services

#### 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. Bidders must use Part D – Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Annual Report, Marketing Plan).
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “**Part D – Questionnaire – Name of Bidding 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 Bidding Company”:**

[Company Information](#)

[Service Questionnaire](#)

[Exceptions](#)

[Deviations](#)

## Company Information

Name of Bidding 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 bidder 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 2018, 2019, and 2020 in the United States by the various public segments.

	2018	2019	2020
K-12 (public & private), Educational Service Agencies			
Higher Education Institutions			
Counties, Cities, Townships, Villages			
States			
Other Public Sector & Non-profits			
Private Sector			
<b>Total</b>			

**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

**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

## 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

**Marketing Activities:** Describe how this business marketed its products and services to schools, nonprofit organizations and other public sector audiences in **Fiscal Year 2019- 2020 (July 1 - June 30)**. List all conventions, conferences and other events at which this company exhibited.

*<Enter Response Here>*

**Cooperative Marketing:** Describe ways in which this business can collaborate with AEPA Member Agencies in marketing the bid. Submit a marketing plan, titled Exhibit B – Marketing Plan, that would entail at a minimum, the following with their response: 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, including company logos and contact information, anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract, and how the contract award will be displayed/linked on the Bidder's website.

*<Enter Overview of Marketing Plan Here; Submit Marketing Plan as Exhibit B>*

**Sales Training:** Explain how your business will educate your sales force staff on the AEPA contract including timing, methods, etc.

<Enter Response Here>

## **Environmental Initiatives**

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

<Enter Response Here>

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

<Enter Response Here>

## **Independent Subcontractors, Distributors, Installers, etc.**

If the Bidder is not the sole provider of all goods and services provided under this contract, the following **must be answered**:

**Selection Criteria for Independent Providers:** Describe the criteria and process by which the business selects, certifies and approves subcontractors, distributors, installers and other independent services.

<Enter Response Here>

**Current Subcontractors, Distributors, Installers, Etc.:** 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 bid in the member agency states (listed in Part A of this IFB). Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

<Enter Response Here>

## Disclosures

**Financial Health (REQUIRED):** AEPA requires reports that describe the financial soundness of your organization. Accepted financial reports include balance sheets and Profit & Loss statements for the past three years (2017, 2018, 2019), 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). Reports must be for the three years prior to this solicitation. Scan the report(s) into a PDF document and title as per the instructions.

**For confidentiality, respondents may choose to send the report(s) by email directly to the AEPA Executive Director, George Wilson, at [georgewilson.aepa@outlook.com](mailto:georgewilson.aepa@outlook.com). The reports will be held through the end of the protest period for the solicitation after which they will be destroyed. The pdf report(s) must be received by the AEPA Executive Director before the due date and time of the solicitation opening.**

**Legal: Does this business have actions currently filed against it?** \_\_\_\_\_ **No** \_\_\_\_\_ **Yes**

If **Yes**, **AN ATTACHMENT IS REQUIRED**: List and explain current actions, such as, Federal Debarment (on US General Services Administration's "Excluded Parties List"), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

## References

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

Agency	Name	Title	Phone Number	Email
1.				
2.				
3.				
4.				
5.				

# Service Questionnaire

The following chart indicates which AEPA Member States intend to participate in this bid category. Respond to Yes/No and choice questions by using an (X). **Note: A Bidder must be *willing and able* to deliver the proposed products and/or services to 90% of the participating AEPA Member States, unless otherwise stated within Part B Technical Specifications. .**

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

**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 bid will impact and determine the type and level of services required and these are identified in Part B Bid Specifications of this IFB.



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**

**Training:** If applicable, does this business offer customer training for the products and services sold? \_\_\_\_\_ **No** \_\_\_\_\_ **Yes**

If YES, describe what types/kinds of training you offer, the venues where training occurs and the location(s) of your trainers, include number of staff dedicated to training and their qualifications and hours of operation.

<Enter Response Here>

**Pricing:**

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

Will you offer customized price lists to participating entities as required 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 bid 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 IFB.

\_\_\_\_\_ 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).

<Enter Response Here>

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)?

<Enter Response Here>

<b>Administrative Fee:</b> Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. <b>Mark with an "X"</b> .	
<input type="checkbox"/>	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.
<input type="checkbox"/>	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.
<input type="checkbox"/>	The pricing for the products and/or services includes <b>ALL</b> (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.

<b>Shipping &amp; Handling: Orders that are \$50.00 or more shall include shipping and handling.</b> What is the flat rate your company will charge, regardless of where shipped in the continental United States, for orders less than \$50.00?	\$
---	----

**Product Returns:** Does your business have a return policy? \_\_\_\_\_ **No** \_\_\_\_\_ **Yes**

If YES, describe your return policy and if you charge a restocking fee, what is it? (AEPA allows up to 15% for supplies and up to 25% for equipment).

*<Enter Response Here>*

**Payment Terms:** Will your business offer AEPA buyer's a quick pay discount? \_\_\_\_\_ **No** \_\_\_\_\_ **Yes**

If YES, what is the discount? \_\_\_\_\_ %Net

**Leasing:** Do your business offer leasing arrangements under this bid? \_\_\_\_\_ **No** \_\_\_\_\_ **Yes**

If Yes, please indicate the rate factor and other cost factors below.

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

Responsibilities of an AEPA Vendor Partner	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 Bid 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. If “no” is marked with an “X” below, complete this form by signing it at the bottom.
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 bidder’s 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 bid.

	<b>No</b> , this bidder does not have exceptions to the Terms and Conditions incorporated in Parts A and B of this IFB.
	<b>Yes</b> , this bidder has the following exceptions to the Terms and Conditions incorporated in Parts A and/or B of this IFB.

IFB Section and Page Number	Outline Number	Term and Condition	Exception

# Deviations

**Instructions:**

1. If “no” is marked with an “X” below, complete this form by signing it at the bottom.
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 bidder’s 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 bid.

	<b>No</b> , this bidder does not have deviations (exceptions or alternates) to the specifications listed in Part B of this IFB.
	<b>Yes</b> , this bidder has the following deviations to the specifications listed in Part B of this IFB.

Outline Number Part B	Specification (describe)	Details of Deviation



## Part E – Signature Forms

AEPA 021.5-B

Disaster Recovery Services

### 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. Once signed, place notary stamp in the delegated area on the Bid Affidavit.
4. 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).
5. 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](http://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 CFR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with AEPA.

## **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).

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

Respondent Certification (By Item)	<u>Respondent Certification:</u> YES, I agree 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		

\_\_\_\_\_  
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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public in and for County of \_\_\_\_\_ State of \_\_\_\_\_

My commission expires on \_\_\_\_\_ Signature \_\_\_\_\_



Enter Notary Stamp



# 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.

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

## 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 twelve (12) months and will commence on the date indicated below and continue until February 28, 2022, unless terminated, canceled, or extended. By mutual written agreement as warranted, the contract may be extended month by month up to six (6) months or for three (3) additional 12-month periods.

**Awarding Agency** \_\_\_\_\_

**Authorized Representative** \_\_\_\_\_

<b>Awarded this</b>	<b>day of</b>	<b>Contract Number</b>
<b>Contract to commence</b>		
<b>(Member Agency to select)</b>	3/1/2021	<b>Or</b>

# 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 <i>(Respondent must submit documents in the required title/format)</i>	Format of Uploaded Document	Notes
	<b>Bid Bond – if Required, see Part B if applicable.</b>	Upload PDF copy. The original must be received by Lakes Country Service Cooperative by due date and time.	Send to Lakes Country Service Cooperative.
	<b>Part B – Specifications</b> <ul style="list-style-type: none"> <li>• 6.1.9 – Label as Exhibit E</li> <li>• 6.1.11 – Label as Exhibit F</li> <li>• 6.1.45 – Label as Exhibit G</li> </ul>		<b>Required.</b> Not provided by AEPA, Respondent Created
	<b>Part C – State-Specific Forms – Name of Responding Company</b>	Single, Scanned PDF	<b>Required.</b> Signatures Required.
	<b>Part D - Questionnaire – Name of Responding Company</b> Includes: <ul style="list-style-type: none"> <li>• Company Information</li> <li>• Service Questionnaire</li> <li>• Exceptions</li> <li>• Deviations</li> </ul>	Single, Scanned PDF	<b>Required.</b>
	<b>Part E – Signature Forms – Name of Responding Company</b> Includes: <ul style="list-style-type: none"> <li>• Uniform Guidance “EDGAR” Certification</li> <li>• Bid Affidavit</li> <li>• Acceptance of Bid &amp; Contract Award</li> </ul>	Single, Scanned PDF	<b>Required.</b> Signatures required.
	<b>Part F – Pricing Schedule – Name of Responding Company</b>	Excel Workbook	<b>Required.</b>
	<b>Price List/Catalog – Name of Responding Company</b>	Upload PDF	<b>Required.</b>
	<b>Exhibit A – Financial Health Document(s) – Name of Responding Company</b>	Scanned PDF	<b>Required.</b> Not provided by AEPA, Respondent Created
	<b>Exhibit B – Marketing Plan – Name of Responding Company</b>	Scanned PDF	<b>Optional.</b> Not provided by AEPA, Respondent Created
	<b>Exhibit C – Warranties, Additional Services – Name of Responding Company</b>	Scanned PDF	<b>Optional.</b> Not provided by AEPA, Respondent Created
	<b>Exhibit D – Additional Discounts – Name of Responding Company</b>	Scanned PDF	<b>Optional.</b> Not provided by AEPA, Respondent Created



## Part F.1 – State Multiplier & Time/Materials

### AEPA RFP #021.5-B Disaster Recovery and Remediation Services

**Bidding Company Name:** *Enter company name here*

**INSTRUCTIONS:** For each of the states listed below provide your multiplier/factor (wage and transportation) to be applied to the *Net Effective Bid Pricing (shown in F.1)* provided to arrive at the individual AEPA state price for each item. Complete all tables on this form, including all cost factors and service rates for installation services, if provided.  
**NOTE:** All products and services described are not meant to be a complete list of required products and services however an idea what AEPA is looking for in this solicitation. **Additional product and services may be added.**

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

#### Wages - Percentage added to the Catalog

Project types	CA State Multiplier	CO State Multiplier	CT State Multiplier	FL State Multiplier	GA State Multiplier	IN State Multiplier	IA State Multiplier	IL State Multiplier	KS State Multiplier	KY State Multiplier	MA State Multiplier	MI State Multiplier	MN State Multiplier	MO State Multiplier
	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Non-prevailing wage project:														
Prevailing wage project:														
Davis Bacon wage project:														

Project types	NE State Multiplier	NJ State Multiplier	NM State Multiplier	ND State Multiplier	OH State Multiplier	OR State Multiplier	PA State Multiplier	SC State Multiplier	TX State Multiplier	VA State Multiplier	WA State Multiplier	WV State Multiplier	WI State Multiplier	WY State Multiplier
	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Non-prevailing wage project:														
Prevailing wage project:														
Davis Bacon wage project:														

#### Classification/Labor Rates

Description	Unit of Measure	Regular Rate	Discounted Rate	Per Diem Charges (if any)	Mileage Charges (if any)	Comments *Note additional discounts for large p
Electrician-Master						
Electrician-Journeyman						
Electrician-Apprentice						
Equipment Operator						
Equipment Technician						
Engineer						
HVAC/Supervisor						
HVAC/Technician						
Plumber-Master						
Plumber-Journeyman						
Plumber-Apprentice						
Roofing Supervisor						
Roofing Labor						
Security Officer-Unarmed						
Security Officer-Armed						
Moisture Mapping						
General Labor						
Labor Foreman						
Remedication Labor						
Skilled Labor						
Painter (remedial services)						
Certified Remediation Supervisor						
Certified Remediation Technician						

Drying Technician Supervisor						
Drying Technician Apprentice						
Firewatch						
Tree Surgeon - Supervisor						
Tree Surgeon - Skilled						
Tree Surgeon - Un-Skilled						
Tree Surgeon - Skilled Climber						

**Services & Rates: Consulting/Technical, Water Mitigation, Sanitation, HVAC, Mold Remediation, etc.**

<b>Product Description</b>	<b>Unit of Measure</b>	<b>Regular Rate</b>	<b>Discounted Rate</b>	<b>Per Diem Charges (if any)</b>	<b>Mileage Charges (if any)</b>	<b>Comments *Note additional discounts for large p</b>
Technician						
Technical Specialist						
Team Leader						
Technical Support Engineer						
Consultant						
Senior Consultant						
Restoration Supervisor						
Restoration Technician						
Truck-Mounted Extraction Unit						
Portable Extraction Unit						
Air Movers						
Dehumidifier-Low Grain Refrigerant						
Water Extracting Technician						
Water Extracting Apprentice						
Restoration Supervisor						
Restoration Technician						
HEPA-Filtered Vacuum						
Disinfectant, Antimicrobial						
Operations Manager						
Lead HVAC Cleaning Technician						
HVAC Cleaning Technician						
Restoration Supervisor						
Restoration Technician						

**Equipment [Rental] Rates (Complete all applicable information)**

<b>Description</b>	<b>Make</b>	<b>Model</b>	<b>Hourly</b>	<b>Daily</b>	<b>Monthly</b>	<b>Additional Fees</b>	<b>Comments *Note additional discounts for large p</b>
HEPA-Filtered Vacuum							
HEPA-Filtered Air Scrubber (2000 cfm)							
HEPA-Filtered Air Scrubber (500 cfm)							
HEPA-Filtered Respirator							

Disinfectant, Antimicrobial							
Hydraulic Hoe w/Grapppler							
Mini-Excavator							
Front-End Loader							
Bulldozer							
Backhoe							
Skidster							
Pump, Sump/Flood							
Pump, Trash w/Hose, 2"							
Generator-Portable							
Generator - 20KW							
Generator - 50KW							
Generator - 60KW							
Generator - 75KW							
Generator - 125KW							
Generator - 150KW							
Generator - 200KW							
Generator - 230KW							
Generator - 350KW							

**Portable Room Rates**

Description	Size/Sq. Ft.	Climate Controlled [Y/N]	Daily	Monthly	Delivery Fee	Pick-Up Fee	Additional Fees	Comments *Note additional discounts for large p

**Fuel**

Product Description	Unit of Measure	Regular Rate	Discounted Rate	Comments *Note additional discounts for large p
Service Vehicles				
Generators				
Temporary Heat Units				

**Miscellaneous/Other Items**

Product Description	Unit of Measure	Regular Rate	Discounted Rate	Comments *Note additional discounts for large p



Tyvek Suit				
Latex Gloves				
Disinfectant, Antimicrobial				



<u>Customer Name</u>	<u>Street Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>PO #</u>	<u>Item #</u>	<u>Item Description</u>	<u>Manufacturer #</u>	<u>Qty</u>	<u>Extended Advertised Price</u>	<u>Extended AEPA Price</u>	<u>Savings</u>
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Total Purchases  
Total Administrative Fee

## Questions for Bid RFP #021.5-B - Disaster Recovery Remediation Services

### Question #1

\* 2% Admin fee, is that based on Net or Gross sales? It says in California net sales.  
 \* Bid bonds, is that required for this type of service?  
 \* Initial term of contract is 15 months, with potential of 3 12-month periods, would pricing need to be constant through those four years or locked in? No bumps, no increases?  
 \* How many vendors were solicited on this RFP?

**Answers**

AEPA administrative fees are based on net sales.

There is no bid bond required for this solicitation. Individual purchasing agencies may require a performance bond if a project is over a certain dollar figure, depending on state requirements.

There is a process for proposing price adjustments during the life of the awarded solicitation. Pricing adjustment language can be found in Part A, AEPA General Terms and Conditions.

AEPA advertises solicitations widely in the industry.

Answer

Archive

Reject

Feb 2, 2021 10:51:11 AM CST  
 By: ServiceMaster Restoration Services Inc. - trentshvmps

Feb 9, 2021 9:49:29 AM CST  
 By: jeastes\_aepa

### Question #2

Is the Multiplier on prevailing wage and Davis Bacon project to the full burden (base+Fringe)?

**Answers**

The multiplier is for the prevailing wage, or Davis Bacon rate. The Davis-Bacon "prevailing wage" is the combination of the basic hourly rate and any fringe benefits listed in a Davis-Bacon determination (<https://www.dol.gov/agencies/whd/fact-sheets/66-dbra>).

Answer

Archive

Reject

Feb 3, 2021 11:21:09 AM CST  
 By: ServiceMaster Restoration Services Inc. - trentshvmps

Feb 19, 2021 8:07:33 AM CST  
 By: jeastes\_aepa

### Question #3

Do we need to accept terms of parts A-F prior to completed bid?

**Answers**

Parts A through F constitute the entire RFP. You are agreeing to accept and follow AEPA and states terms and conditions as published in this RFP if awarded. Vendors may respond with exceptions or deviations to the terms and conditions. The evaluation committee and the individual states will make a determination if any stated deviations or exceptions are acceptable before a final contract is offered.

Answer

Archive

Reject

Feb 3, 2021 11:25:51 AM CST  
 By: ServiceMaster Restoration Services Inc. - trentshvmps

Feb 11, 2021 4:15:45 PM CST  
 By: jeastes\_aepa

### Question #4

Does AEPA have an account verification form that you utilize for these types of inquiries for lenders to complete? regarding our "letter of credit or line of credit"?

**Answers**

No, AEPA does not have an account verification form to utilize for lenders to complete. For instructions on what is considered an acceptable demonstration of financial soundness, please refer to Part A, page 7:

"AEPA requires reports that describe the financial soundness of your organization. You will be asked to include a third-party report or reports that demonstrate your firm's strength. Accepted financial reports 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

Feb 4, 2021 9:10:08 AM CST  
 By: ServiceMaster Restoration Services Inc. - trentshvmps

Feb 11, 2021 4:16:01 PM CST  
 By: jeastes\_aepa

publicly traded companies). Reports must be for the three years prior to this solicitation. Scan the report(s) into a PDF document and title as per the instructions. For confidentiality, Respondents may choose to send the report(s) by email directly to the AEPA Executive Director, George Wilson, at georgewilson.aepa@outlook.com. The reports will be held through the end of the protest period for the solicitation after which they will be destroyed. The pdf report(s) must be received by the AEPA Executive Director before the due date and time of the solicitation opening."

Answer

Archive

Reject

#### Question #5



Part D Page 8 Under Cooperative Contracts "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)? " Please explain? Can you please give us an example? As we feel this question does not relate as we would lead with the AEPA contract.

Feb 12, 2021 10:52:59 AM CST

By: ServiceMaster Restoration Services Inc. - trentshvmps

#### Answers

Some respondents to AEPA solicitations hold more than one national cooperative contract. If you hold more than one national contract, AEPA would like to know if your sales teams will lead with the AEPA contract, or with another of the national contracts. If you plan to lead with the AEPA contract, you may simply state that as your response.

Feb 15, 2021 2:13:22 PM CST

By: jeastes\_aepa

Answer

Archive

Reject

Ask a Question

View Bid

**Bid RFP #021.5-B - Disaster Recovery Remediation Services Addendum #1 - Addendum**

Information Deleted: Deleted  
 Information Added: Added

Bid Type **RFP**  
 Bid Number **021.5-B**  
 Title **Disaster Recovery Remediation Services**  
 Start Date **Jan 18, 2021 11:04:46 AM CST**  
 End Date **Feb 24, 2021 12:30:00 PM CST**  
 Agency **Association of Educational Purchasing Agencies**  
 Bid Contact **Jane Eastes**  
 (000) 000-0000  
 jeastes@lcsc.org  
 1001 E. Mount Faith Avenue  
 Fergus Falls, MN 56537

**Description**

AEPA is seeking qualified, experienced contractor(s) to perform Disaster Recovery Remediation Services for natural disasters (such as fire, storms, flooding), pandemic events, vandalism, and terrorism. This RFP will not include the purchase of supplies or equipment, construction, mold or asbestos remediation, recovery planning for technology or financial disasters. Contractor shall have the necessary resources and capabilities to perform the required services and provide the supplies, materials, equipment and labor to perform those services to all participating member states (up to 29) necessary to:

1. Respond to request from a number of different types of educational, governmental and public institutions seeking Disaster Recovery Remediation Services.
2. Types of services may include, but are not limited to highly skilled licensed disaster recovery service providers in the event of a manmade or natural disaster to perform, or cause to be performed, disaster recovery services including but not limited to: water extraction; climate control; bag/tag damaged contents; remove wet ceiling tiles, insulation or drywall; remove and discard spoiled food; install temporary roofing; HEPA vacuum surfaces; installation of virus control filters and, wipe and clean surfaces and carpets.

Although the primary focus of this service shall be to respond to the two categories of emergency work that are defined by the Federal Emergency Management Agency (FEMA) as having specific eligibility for reimbursement which are identified as 1) Category A – Debris Removal, and 2) Category B – Emergency Protective Measures, the firm may be requested to respond to other FEMA defined categories of emergency work or for non-declared emergency clean-up and restorative services as may be required by the member states.

**Pre-Bid Conference**

Date: Feb 3, 2021 10:30:00 AM CST  
 Location: Voluntary Pre-Solicitation Conference Call  
 Notes: AEPA will host a voluntary pre-bid conference call on **February 3, 2021**, 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)

RFP	Eastern	Central	Mountain	Pacific
021.5-A HVAC and Mechanical Products and Solutions	11:00 AM	10:00 AM	9:00 AM	8:00 AM
<b>021.5-B Disaster Recovery Services</b>	<b>11:30 AM</b>	<b>10:30 AM</b>	<b>9:30 AM</b>	<b>8:30 AM</b>
021.5-C E-Rate Consulting Services	12:00 PM	11:00 AM	10:00 AM	9:00 AM
021.5-D Mobile and Cellular Connectivity Solutions	12:30 PM	11:30 AM	10:30 AM	9:30 AM

Join Zoom Meeting: <https://us02web.zoom.us/j/85432001965?pwd=MFByNzVVRTXRqbWFFamh0Z0p6Y2d0UT09>  
 Meeting ID: 854 3200 1965  
 Passcode: 3X5CCH  
 Dial-In:  
 929-436-2866 OR 301-715-8592 Passcode: 430264

No Attachments

**Documents**

Name	Posting Date	Acceptance
AEPA 021.5-B Part A - Terms and Conditions - Disaster Recovery - Final.pdf	Jan 15, 2021 3:26:34 PM CST	Yes
AEPA 021.5-B Part B - Specifications - Disaster Recovery - Final.pdf	Jan 18, 2021 8:52:38 AM CST	Yes
AEPA 021.5-B Part C - Member Agency (State) Terms and Conditions - Disaster Rec	Jan 18, 2021 8:53:18 AM CST	Yes
AEPA 021.5-B Part D - Questionnaire - Disaster Recovery - Final.pdf	<del>Jan 18, 2021 8:11:53 AM CST</del> <b>Feb 10, 2021 8:03:58 AM CST</b>	Yes
AEPA 021.5-B Part E - Signature Forms - Disaster Recovery - Final.pdf	Jan 18, 2021 8:52:30 AM CST	Yes
AEPA 021.5-B Part F - Pricing - Disaster Recovery - Final.xlsx	Jan 18, 2021 8:52:46 AM CST	Yes
AEPA Vendor Quarterly Report Template.pdf	Jan 15, 2021 3:21:48 PM CST	Yes

**From:** [Public Purchase](#)  
**To:** [Lisa Truax](#)  
**Subject:** Public Purchase - RFP #021.5-B - Disaster Recovery Remediation Services Closed Notification  
**Date:** Wednesday, February 24, 2021 12:30:07 PM

---

Lisa Truax:

The bid RFP #021.5-B - Disaster Recovery Remediation Services has closed on Feb 24, 2021 11:30:00 AM MST

To see more details on this bid go to

<http://www.publicpurchase.com/gems/bid/bidView?bidId=136433>

Thank you for using Public Purchase.

MK= CzHZLMikeUVYk1Hn7UHPVQ==

## Notifications Report

Agency Association of Educational Purchasing Agencies  
 Bid Number 136433  
 Bid Title Disaster Recovery Remediation Services

Vendor Name	State	Invitation	Date	Email	Reason
911 security inc	TX	Classification	2021-01-18 10:47:02	rfp@911security.com	Bid Notification
ABSG Consulting Inc	TX	Classification	2021-01-18 10:47:02	rkonz@absconsulting.com	Bid Notification
ABSG Consulting Inc. (ABS Group)	TX	Classification	2021-01-18 10:47:02	roparker@absconsulting.com	Bid Notification
AECOM	MD	Classification	2021-01-18 10:47:02	jennifer.bowers@aecom.com	Bid Notification
AECOM	WA	Classification	2021-01-18 10:47:02	lorre.rosen@aecom.com	Bid Notification
Aegis Training Solutions,LLC	MI	Classification	2021-01-18 10:47:02	msmith@theaegissystem.com	Bid Notification
AEPA PAEC	FL	Self Invited	2021-02-09 08:49:29	judy.hall@paec.org	Bid Answer
AEPA PAEC	FL	Self Invited	2021-02-10 10:15:00	judy.hall@paec.org	Addendum Notification
AEPA PAEC	FL	Self Invited	2021-02-11 15:15:46	judy.hall@paec.org	Bid Answer
AEPA PAEC	FL	Self Invited	2021-02-11 15:16:01	judy.hall@paec.org	Bid Answer
AEPA PAEC	FL	Self Invited	2021-02-15 13:13:23	judy.hall@paec.org	Bid Answer
AEPA PAEC	FL	Self Invited	2021-02-19 07:07:33	judy.hall@paec.org	Bid Answer
Airborne Biometrics Group, Inc.	CA	Classification	2021-01-18 10:47:02	nick.baydaline@facefirst.com	Bid Notification
AMAC	NY	Classification	2021-01-18 10:47:02	allison.frazer@tunstall.com	Bid Notification
American Property Restoration	GA	Classification	2021-01-18 10:47:02	alpha@aprcat.com	Bid Notification
American Technologies, Inc.	CA	Classification	2021-01-18 10:47:02	robin.doerr@atirestoration.com	Bid Notification
American Technologies, Inc.	CA	Classification	2021-02-09 08:49:29	robin.doerr@atirestoration.com	Bid Answer
American Technologies, Inc.	CA	Classification	2021-02-10 10:15:00	robin.doerr@atirestoration.com	Addendum Notification
American Technologies, Inc.	CA	Classification	2021-02-11 15:15:46	robin.doerr@atirestoration.com	Bid Answer
American Technologies, Inc.	CA	Classification	2021-02-11 15:16:01	robin.doerr@atirestoration.com	Bid Answer
American Technologies, Inc.	CA	Classification	2021-02-15 13:13:23	robin.doerr@atirestoration.com	Bid Answer
American Technologies, Inc.	CA	Classification	2021-02-19 07:07:33	robin.doerr@atirestoration.com	Bid Answer
Angie Brewer & Associates, LC	FL	Classification	2021-01-18 10:47:02	seniorpme@angiebrewer.com	Bid Notification
Applied Geographics, Inc.	MA	Classification	2021-01-18 10:47:02	procurement@appgeo.com	Bid Notification
ARMADA, Ltd.	OH	Classification	2021-01-18 10:47:02	lfoster@armadausa.com	Bid Notification
AshBritt, Inc.	FL	Classification	2021-01-18 10:47:02	procurement@ashbritt.com	Bid Notification
ATKINS North America	NV	Classification	2021-01-18 10:47:02	michael.bailey@atkinglobal.com	Bid Notification
Authintegric LLC - Diligent Resolve	KS	Classification	2021-01-18 10:47:02	zane.steves@diligentresolve.com	Bid Notification
Barr Engineering Co	MN	Classification	2021-01-18 10:47:02	rkoth@barr.com	Bid Notification
Bartlett & West	MO	Classification	2021-01-18 10:47:02	jim.ross@bartwest.com	Bid Notification
Basulto Management Consulting, Inc.	FL	Classification	2021-01-18 10:47:02	jose.basulto@basultoconsulting.com	Bid Notification
BCFS Health and Human Services	TX	Classification	2021-01-18 10:47:02	grants@bcfs.net	Bid Notification
BELFOR USA Group, Inc	TX	Self Invited	2021-02-09 08:49:29	tammy.kleine@us.belfor.com	Bid Answer
BELFOR USA Group, Inc	TX	Self Invited	2021-02-10 10:15:00	tammy.kleine@us.belfor.com	Addendum Notification
BELFOR USA Group, Inc	TX	Self Invited	2021-02-11 15:15:46	tammy.kleine@us.belfor.com	Bid Answer
BELFOR USA Group, Inc	TX	Self Invited	2021-02-11 15:16:01	tammy.kleine@us.belfor.com	Bid Answer
BELFOR USA Group, Inc	TX	Self Invited	2021-02-15 13:13:23	tammy.kleine@us.belfor.com	Bid Answer
BELFOR USA Group, Inc	TX	Self Invited	2021-02-19 07:07:33	tammy.kleine@us.belfor.com	Bid Answer
BGN Contractors	FL	Self Invited	2021-02-19 07:07:33	jbryant@bgncontractors.com	Bid Answer
Biositu, LLC	TX	Classification	2021-01-18 10:47:02	adeleh@biositu.com	Bid Notification
Biota Research & Consulting, Inc.	WY	Classification	2021-01-18 10:47:02	jmaz@biotaresearch.com	Bid Notification
BMS CAT, LLC	TX	Self Invited	2021-02-11 15:15:46	info@bmscat.com	Bid Answer
BMS CAT, LLC	TX	Self Invited	2021-02-11 15:16:01	info@bmscat.com	Bid Answer
BMS CAT, LLC	TX	Self Invited	2021-02-15 13:13:23	info@bmscat.com	Bid Answer
BMS CAT, LLC	TX	Self Invited	2021-02-19 07:07:33	info@bmscat.com	Bid Answer
BMS Holding Corp	MI	Classification	2021-01-18 10:47:02	mdewitte@jarvisconstruction.com	Bid Notification
BMS Holding Corp	MI	Classification	2021-02-09 08:49:29	mdewitte@jarvisconstruction.com	Bid Answer
BMS Holding Corp	MI	Classification	2021-02-10 10:15:00	mdewitte@jarvisconstruction.com	Addendum Notification
BMS Holding Corp	MI	Classification	2021-02-11 15:15:46	mdewitte@jarvisconstruction.com	Bid Answer
BMS Holding Corp	MI	Classification	2021-02-11 15:16:01	mdewitte@jarvisconstruction.com	Bid Answer
BMS Holding Corp	MI	Classification	2021-02-15 13:13:23	mdewitte@jarvisconstruction.com	Bid Answer
BMS Holding Corp	MI	Classification	2021-02-19 07:07:33	mdewitte@jarvisconstruction.com	Bid Answer
BSI Services and Solutions (West) Inc.	TX	Classification	2021-01-18 10:47:02	Lauren.Monnat@bsigroup.com	Bid Notification
Building Resilient Communities	CA	Classification	2021-01-18 10:47:02	info@buildingresilientcommunities.org	Bid Notification
Burns & McDonnell	MO	Classification	2021-01-18 10:47:02	bmurray@burnsmcd.com	Bid Notification
BZ DEFENSE LLC	CA	Classification	2021-01-18 10:47:02	LeadGen@BZDefense.com	Bid Notification
California Sunlight Corporation	CA	Classification	2021-01-18 10:47:02	Bing.Gu@California-Sunlight.com	Bid Notification
CEMML-CSU	CO	Classification	2021-01-18 10:47:02	david.jones@colostate.edu	Bid Notification
Centurion Solutions LLC	TX	Classification	2021-01-18 10:47:02	dcjackson@centurion-solutions.com	Bid Notification
CH Consulting Group	MN	Classification	2021-01-18 10:47:02	cathyhockert@gmail.com	Bid Notification
Chloeta Fire, LLC	OK	Classification	2021-01-18 10:47:02	mmasters@chloetafire.com	Bid Notification
Chopek Consulting	HI	Classification	2021-01-18 10:47:02	steven.chopek@gmail.com	Bid Notification
CJIS GROUP LLC	FL	Classification	2021-01-18 10:47:02	region1@cjisgroup.com	Bid Notification
CJIS GROUP LLC	FL	Classification	2021-02-09 08:49:29	region1@cjisgroup.com	Bid Answer
CJIS GROUP LLC	FL	Classification	2021-02-10 10:15:00	region1@cjisgroup.com	Addendum Notification
CJIS GROUP LLC	FL	Classification	2021-02-11 15:15:46	region1@cjisgroup.com	Bid Answer
CJIS GROUP LLC	FL	Classification	2021-02-11 15:16:01	region1@cjisgroup.com	Bid Answer
CJIS GROUP LLC	FL	Classification	2021-02-15 13:13:23	region1@cjisgroup.com	Bid Answer



CJIS GROUP LLC	FL	Classification	2021-02-19 07:07:33	region1@cjisgroup.com	Bid Answer
Clear Creek Solutions, Inc.	WA	Classification	2021-01-18 10:47:02	beyerlein@clearcreeksolutions.com	Bid Notification
Coastal Risk Consulting, LLC	FL	Classification	2021-01-18 10:47:02	rajiv.krishnan@coastalriskconsulting.com	Bid Notification
Conduent State & Local Solutions, Inc.	MD	Classification	2021-01-18 10:47:02	biddesk.fc-tlg@conduent.com	Bid Notification
Connect Consulting Services	CA	Classification	2021-01-18 10:47:02	connect@connectconsulting.biz	Bid Notification
Connect Consulting Services	CA	Classification	2021-02-09 08:49:29	connect@connectconsulting.biz	Bid Answer
Connect Consulting Services	CA	Classification	2021-02-10 10:15:00	connect@connectconsulting.biz	Addendum Notification
Connect Consulting Services	CA	Classification	2021-02-11 15:15:46	connect@connectconsulting.biz	Bid Answer
Connect Consulting Services	CA	Classification	2021-02-11 15:16:01	connect@connectconsulting.biz	Bid Answer
Connect Consulting Services	CA	Classification	2021-02-15 13:13:23	connect@connectconsulting.biz	Bid Answer
Connect Consulting Services	CA	Classification	2021-02-19 07:07:33	connect@connectconsulting.biz	Bid Answer
Constant & Associates	CA	Classification	2021-01-18 10:47:02	rfp@constantassociates.com	Bid Notification
Constant & Associates	CA	Classification	2021-02-09 08:49:29	rfp@constantassociates.com	Bid Answer
Constant & Associates	CA	Classification	2021-02-10 10:15:00	rfp@constantassociates.com	Addendum Notification
Constant & Associates	CA	Classification	2021-02-11 15:15:46	rfp@constantassociates.com	Bid Answer
Constant & Associates	CA	Classification	2021-02-11 15:16:01	rfp@constantassociates.com	Bid Answer
Constant & Associates	CA	Classification	2021-02-15 13:13:23	rfp@constantassociates.com	Bid Answer
Constant & Associates	CA	Classification	2021-02-19 07:07:33	rfp@constantassociates.com	Bid Answer
Construction Journal	FL	Self Invited	2021-02-09 08:49:29	bids@constructionjournal.com	Bid Answer
Construction Journal	FL	Self Invited	2021-02-10 10:15:00	bids@constructionjournal.com	Addendum Notification
Construction Journal	FL	Self Invited	2021-02-11 15:15:46	bids@constructionjournal.com	Bid Answer
Construction Journal	FL	Self Invited	2021-02-11 15:16:01	bids@constructionjournal.com	Bid Answer
Construction Journal	FL	Self Invited	2021-02-15 13:13:23	bids@constructionjournal.com	Bid Answer
Construction Journal	FL	Self Invited	2021-02-19 07:07:33	bids@constructionjournal.com	Bid Answer
Contingency Management Consulting Group	PA	Classification	2021-01-18 10:47:02	robert.bradshaw@cmcgllc.com	Bid Notification
Contingency Management Group LLC	CA	Classification	2021-01-18 10:47:02	leeg@businesscontingencygroup.com	Bid Notification
Continuity Operations Group LLC	VA	Classification	2021-01-18 10:47:02	mike.murphy@cog-llc.com	Bid Notification
Continuum Preparedness, LLC	CO	Classification	2021-01-18 10:47:02	james@continuumpreparedness.com	Bid Notification
Convergint Technologies LLC	NM	Classification	2021-01-18 10:47:02	yvonne.cano@convergint.com	Bid Notification
Convoy Technologies	CA	Classification	2021-01-18 10:47:02	tylerc@convoytechnologies.com	Bid Notification
Covington & Associates, LLC	CA	Self Invited	2021-02-09 08:49:29	fcovingt@covingtonca.com	Bid Answer
Covington & Associates, LLC	CA	Self Invited	2021-02-10 10:15:00	fcovingt@covingtonca.com	Addendum Notification
Covington & Associates, LLC	CA	Self Invited	2021-02-11 15:15:46	fcovingt@covingtonca.com	Bid Answer
Covington & Associates, LLC	CA	Self Invited	2021-02-11 15:16:01	fcovingt@covingtonca.com	Bid Answer
Covington & Associates, LLC	CA	Self Invited	2021-02-15 13:13:23	fcovingt@covingtonca.com	Bid Answer
Covington & Associates, LLC	CA	Self Invited	2021-02-19 07:07:33	fcovingt@covingtonca.com	Bid Answer
CRA, Inc.	VA	Classification	2021-01-18 10:47:02	ssprops@cra-usa.net	Bid Notification
CSG	FL	Classification	2021-01-18 10:47:02	melaniek555@aol.com	Bid Notification
D&J Enterprises, Inc	AL	Classification	2021-01-18 10:47:02	djstorm4@gmail.com	Bid Notification
DeLuca Consulting Group	IL	Classification	2021-01-18 10:47:02	pvdluca@gmail.com	Bid Notification
Dewberry	VA	Classification	2021-01-18 10:47:02	jfrantz@dewberry.com	Bid Notification
Disaster Resistant Communities Group LLC	FL	Classification	2021-01-18 10:47:02	chrisfloyd@drc-group.com	Bid Notification
DLZP Group	TX	Self Invited	2021-02-09 08:49:29	sales@dlzpgroup.com	Bid Answer
DLZP Group	TX	Self Invited	2021-02-10 10:15:00	sales@dlzpgroup.com	Addendum Notification
DLZP Group	TX	Self Invited	2021-02-11 15:15:46	sales@dlzpgroup.com	Bid Answer
DLZP Group	TX	Self Invited	2021-02-11 15:16:01	sales@dlzpgroup.com	Bid Answer
DLZP Group	TX	Self Invited	2021-02-15 13:13:23	sales@dlzpgroup.com	Bid Answer
DLZP Group	TX	Self Invited	2021-02-19 07:07:33	sales@dlzpgroup.com	Bid Answer
Dodge Data & Analytics	OH	Self Invited	2021-02-09 08:49:29	dodge.bidding@construction.com	Bid Answer
Dodge Data & Analytics	OH	Self Invited	2021-02-10 10:15:00	dodge.bidding@construction.com	Addendum Notification
Dodge Data & Analytics	OH	Self Invited	2021-02-11 15:15:46	dodge.bidding@construction.com	Bid Answer
Dodge Data & Analytics	OH	Self Invited	2021-02-11 15:16:01	dodge.bidding@construction.com	Bid Answer
Dodge Data & Analytics	OH	Self Invited	2021-02-15 13:13:23	dodge.bidding@construction.com	Bid Answer
Dodge Data & Analytics	OH	Self Invited	2021-02-19 07:07:33	dodge.bidding@construction.com	Bid Answer
Dodge Data & Analytics	TX	Self Invited	2021-02-09 08:49:29	dodge.docs@construction.com	Bid Answer
Dodge Data & Analytics	TX	Self Invited	2021-02-10 10:15:00	dodge.docs@construction.com	Addendum Notification
Dodge Data & Analytics	TX	Self Invited	2021-02-11 15:15:46	dodge.docs@construction.com	Bid Answer
Dodge Data & Analytics	TX	Self Invited	2021-02-11 15:16:01	dodge.docs@construction.com	Bid Answer
Dodge Data & Analytics	TX	Self Invited	2021-02-15 13:13:23	dodge.docs@construction.com	Bid Answer
Dodge Data & Analytics	TX	Self Invited	2021-02-19 07:07:33	dodge.docs@construction.com	Bid Answer
Donelson Tutoring Specialists	TN	Classification	2021-01-18 10:47:02	camilla3495@gmail.com	Bid Notification
DRC Emergency Services	LA	Classification	2021-01-18 10:47:02	lgarcia@drcusa.com	Bid Notification
DRC Emergency Services	LA	Classification	2021-02-09 08:49:29	lgarcia@drcusa.com	Bid Answer
DRC Emergency Services	LA	Classification	2021-02-10 10:15:00	lgarcia@drcusa.com	Addendum Notification
DRC Emergency Services	LA	Classification	2021-02-11 15:15:46	lgarcia@drcusa.com	Bid Answer
DRC Emergency Services	LA	Classification	2021-02-11 15:16:01	lgarcia@drcusa.com	Bid Answer
DRC Emergency Services	LA	Classification	2021-02-15 13:13:23	lgarcia@drcusa.com	Bid Answer
DRC Emergency Services	LA	Classification	2021-02-19 07:07:33	lgarcia@drcusa.com	Bid Answer
Ecology and Environment	CO	Classification	2021-01-18 10:47:02	gyoung1986@gmail.com	Bid Notification
Ecology and Environment, Inc.	WA	Classification	2021-01-18 10:47:02	wrichards@ene.com	Bid Notification
Eldred & Associates	WA	Classification	2021-01-18 10:47:02	Alisa@eldredassoc.com	Bid Notification

Emergency Preparedness Solutions, LLC	NY	Classification	2021-01-18 10:47:02	tim@epsllc.biz	Bid Notification
Emergent Risk Solutions	LA	Self Invited	2021-02-09 08:49:29	bidding@thinkemergent.com	Bid Answer
Emergent Risk Solutions	LA	Self Invited	2021-02-10 10:15:00	bidding@thinkemergent.com	Addendum Notification
Emergent Risk Solutions	LA	Self Invited	2021-02-11 15:15:46	bidding@thinkemergent.com	Bid Answer
Emergent Risk Solutions	LA	Self Invited	2021-02-11 15:16:01	bidding@thinkemergent.com	Bid Answer
Emergent Risk Solutions	LA	Self Invited	2021-02-15 13:13:23	bidding@thinkemergent.com	Bid Answer
Emergent Risk Solutions	LA	Self Invited	2021-02-19 07:07:33	bidding@thinkemergent.com	Bid Answer
EMR-Inc.	KS	Classification	2021-01-18 10:47:02	bcork@emr-inc.com	Bid Notification
Endicott Associates LLC	MD	Classification	2021-01-18 10:47:02	dendicott@atlanticbb.net	Bid Notification
EnviroComp Consulting, Inc.	CA	Classification	2021-01-18 10:47:02	kpitts@envirocomp.com	Bid Notification
EQ-The Environmental Quality Company dba US Ecology	MI	Classification	2021-01-18 10:47:02	nanette.myers@usecology.com	Bid Notification
ESI Acquisition Inc.	GA	Classification	2021-01-18 10:47:02	kimberly.gray@intermedix.com	Bid Notification
ETL Response, LLC	CO	Classification	2021-01-18 10:47:02	rdenser@comcast.net	Bid Notification
Evolv Solutions	KS	Classification	2021-01-18 10:47:02	cgonzales@mbeconnect.com	Bid Notification
Federal and SLED Solutions LLC	NY	Classification	2021-01-18 10:47:02	david@fedsledsol.com	Bid Notification
Fix In A Zip LLC	TX	Classification	2021-01-18 10:47:02	chris@fizuas.com	Bid Notification
Flamingtree Solutions, LLC.	WY	Classification	2021-01-18 10:47:02	Josh@flamingtreesolutions.com	Bid Notification
Florida Bid Reporting	FL	Self Invited	2021-02-09 08:49:29	kila@floridabid.com	Bid Answer
Florida Bid Reporting	FL	Self Invited	2021-02-10 10:15:00	kila@floridabid.com	Addendum Notification
Florida Bid Reporting	FL	Self Invited	2021-02-11 15:15:46	kila@floridabid.com	Bid Answer
Florida Bid Reporting	FL	Self Invited	2021-02-11 15:16:01	kila@floridabid.com	Bid Answer
Florida Bid Reporting	FL	Self Invited	2021-02-15 13:13:23	kila@floridabid.com	Bid Answer
Florida Bid Reporting	FL	Self Invited	2021-02-19 07:07:33	kila@floridabid.com	Bid Answer
G4S Justice Services, LLC	GA	Classification	2021-01-18 10:47:02	registrations@us.g4s.com	Bid Notification
Garner Environmental Services, Inc.	TX	Self Invited	2021-02-09 08:49:29	striplett@garner-es.com	Bid Answer
Garner Environmental Services, Inc.	TX	Self Invited	2021-02-10 10:15:00	striplett@garner-es.com	Addendum Notification
Garner Environmental Services, Inc.	TX	Self Invited	2021-02-11 15:15:46	striplett@garner-es.com	Bid Answer
Garner Environmental Services, Inc.	TX	Self Invited	2021-02-11 15:16:01	striplett@garner-es.com	Bid Answer
Garner Environmental Services, Inc.	TX	Self Invited	2021-02-15 13:13:23	striplett@garner-es.com	Bid Answer
Garner Environmental Services, Inc.	TX	Self Invited	2021-02-19 07:07:33	striplett@garner-es.com	Bid Answer
GCL LLC	NC	Classification	2021-01-18 10:47:02	Dwayne@gclnc.com	Bid Notification
GCL LLC	NC	Classification	2021-02-09 08:49:29	Dwayne@gclnc.com	Bid Answer
GCL LLC	NC	Classification	2021-02-10 10:15:00	Dwayne@gclnc.com	Addendum Notification
GCL LLC	NC	Classification	2021-02-11 15:15:46	Dwayne@gclnc.com	Bid Answer
GCL LLC	NC	Classification	2021-02-11 15:16:01	Dwayne@gclnc.com	Bid Answer
GCL LLC	NC	Classification	2021-02-15 13:13:23	Dwayne@gclnc.com	Bid Answer
GCL LLC	NC	Classification	2021-02-19 07:07:33	Dwayne@gclnc.com	Bid Answer
GEB, Inc. DBA Steamatic of Albuquerque and Santa Fe	NM	Self Invited	2021-02-09 08:49:29	summer@steamaticnm.com	Bid Answer
GEB, Inc. DBA Steamatic of Albuquerque and Santa Fe	NM	Self Invited	2021-02-10 10:15:00	summer@steamaticnm.com	Addendum Notification
GEB, Inc. DBA Steamatic of Albuquerque and Santa Fe	NM	Self Invited	2021-02-11 15:15:46	summer@steamaticnm.com	Bid Answer
GEB, Inc. DBA Steamatic of Albuquerque and Santa Fe	NM	Self Invited	2021-02-11 15:16:01	summer@steamaticnm.com	Bid Answer
GEB, Inc. DBA Steamatic of Albuquerque and Santa Fe	NM	Self Invited	2021-02-15 13:13:23	summer@steamaticnm.com	Bid Answer
GEB, Inc. DBA Steamatic of Albuquerque and Santa Fe	NM	Self Invited	2021-02-19 07:07:33	summer@steamaticnm.com	Bid Answer
Geo Education, LLC	WA	Classification	2021-01-18 10:47:02	billleon@geoeducation.org	Bid Notification
Giant Texan Security Investigation, LLC	TX	Classification	2021-01-18 10:47:02	solutions@texansecurity.com	Bid Notification
Global Protection	NJ	Classification	2021-01-18 10:47:02	rdenser@globalprotectionusa.com	Bid Notification
GP Strategies	MD	Self Invited	2021-02-09 08:49:29	sfruchtman@gpstrategies.com	Bid Answer
GP Strategies	MD	Self Invited	2021-02-10 10:15:00	sfruchtman@gpstrategies.com	Addendum Notification
GP Strategies	MD	Self Invited	2021-02-11 15:15:46	sfruchtman@gpstrategies.com	Bid Answer
GP Strategies	MD	Self Invited	2021-02-11 15:16:01	sfruchtman@gpstrategies.com	Bid Answer
GP Strategies	MD	Self Invited	2021-02-15 13:13:23	sfruchtman@gpstrategies.com	Bid Answer
GP Strategies	MD	Self Invited	2021-02-19 07:07:33	sfruchtman@gpstrategies.com	Bid Answer
GP Strategies	PA	Classification	2021-01-18 10:47:02	dziegler@gpstrategies.com	Bid Notification
GP Strategies	PA	Classification	2021-02-09 08:49:29	dziegler@gpstrategies.com	Bid Answer
GP Strategies	PA	Classification	2021-02-10 10:15:00	dziegler@gpstrategies.com	Addendum Notification
GP Strategies	PA	Classification	2021-02-11 15:15:46	dziegler@gpstrategies.com	Bid Answer
GP Strategies	PA	Classification	2021-02-11 15:16:01	dziegler@gpstrategies.com	Bid Answer
GP Strategies	PA	Classification	2021-02-15 13:13:23	dziegler@gpstrategies.com	Bid Answer
GP Strategies	PA	Classification	2021-02-19 07:07:33	dziegler@gpstrategies.com	Bid Answer
GP Strategies Coporation	PA	Classification	2021-01-18 10:47:02	nbacher@gpstrategies.com	Bid Notification
Great Lakes Environmental & Infrastructure	CA	Classification	2021-01-18 10:47:02	sgrix@forgen.com	Bid Notification
GREENING NASH AND ASSOCIATES, LLC	LA	Classification	2021-01-18 10:47:02	info@greeningnashandassociates.com	Bid Notification
Heart Light Corporate Training Center, LLC	CA	Classification	2021-01-18 10:47:02	sc@heart-light.org	Bid Notification
Hinman Consulting Engineers	CA	Classification	2021-01-18 10:47:02	ikajankoski@hce.com	Bid Notification

Hinrichs, Proudfoot & Skov	OR	Classification	2021-01-18 10:47:02	requests@goodcompany.com	Bid Notification
IEM	CA	Classification	2021-01-18 10:47:02	michael.gregory@iem.com	Bid Notification
Incident Management Innovations	AZ	Classification	2021-01-18 10:47:02	poltrogge@imistaff.com	Bid Notification
Incident Management Training Consortium	CA	Classification	2021-01-18 10:47:02	dana.hays@imtcllc.com	Bid Notification
INNOVATIVE BUSINESS SOFTWARE, INC.	TX	Classification	2021-01-18 10:47:02	TSM@IBSOFT-US.COM	Bid Notification
Integrated Solutions Consulting	IL	Classification	2021-01-18 10:47:02	bid.opportunities@i-s-consulting.com	Bid Notification
Integrated Solutions Consulting	IL	Classification	2021-02-09 08:49:29	bid.opportunities@i-s-consulting.com	Bid Answer
Integrated Solutions Consulting	IL	Classification	2021-02-10 10:15:00	bid.opportunities@i-s-consulting.com	Addendum Notification
Integrated Solutions Consulting	IL	Classification	2021-02-11 15:15:46	bid.opportunities@i-s-consulting.com	Bid Answer
Integrated Solutions Consulting	IL	Classification	2021-02-11 15:16:01	bid.opportunities@i-s-consulting.com	Bid Answer
Integrated Solutions Consulting	IL	Classification	2021-02-15 13:13:23	bid.opportunities@i-s-consulting.com	Bid Answer
Integrated Solutions Consulting	IL	Classification	2021-02-19 07:07:33	bid.opportunities@i-s-consulting.com	Bid Answer
International City/County Management Association	DE	Classification	2021-01-18 10:47:02	Lmatrese@icma.org	Bid Notification
Interstate Restoration	WA	Classification	2021-01-18 10:47:02	rdouglas@interstaterestoration.com	Bid Notification
Involta, LLC	IA	Self Invited	2021-02-09 08:49:29	ASchmidt@involta.com	Bid Answer
Involta, LLC	IA	Self Invited	2021-02-10 10:15:00	ASchmidt@involta.com	Addendum Notification
Involta, LLC	IA	Self Invited	2021-02-11 15:15:46	ASchmidt@involta.com	Bid Answer
Involta, LLC	IA	Self Invited	2021-02-11 15:16:01	ASchmidt@involta.com	Bid Answer
Involta, LLC	IA	Self Invited	2021-02-15 13:13:23	ASchmidt@involta.com	Bid Answer
Involta, LLC	IA	Self Invited	2021-02-19 07:07:33	ASchmidt@involta.com	Bid Answer
ISA Fire and Security	KY	Classification	2021-01-18 10:47:02	mdaugherty@isa-net.com	Bid Notification
J&M Global Solutions LLC	VA	Classification	2021-01-18 10:47:02	info@j-mglobal.com	Bid Notification
J.F. New & Associates Inc.	IL	Classification	2021-01-18 10:47:02	angie.richter@cardno.com	Bid Notification
James W. Turner Construction LTD	TX	Classification	2021-01-18 10:47:02	charlene@jwtc.net	Bid Notification
Janus Associates, Inc.	MD	Classification	2021-01-18 10:47:02	lhorwitz@bhsonline.com	Bid Notification
Jensen Hughes, Inc.	MD	Classification	2021-01-18 10:47:02	kdeck@jensenhughes.com	Bid Notification
JLN Associates, LLC	CT	Classification	2021-01-18 10:47:02	DDaggers@jlnlc.com	Bid Notification
JMAC GROUP LLC	TX	Classification	2021-01-18 10:47:02	rcraft@csinspector.com	Bid Notification
Joffe Emergency Services	CA	Classification	2021-01-18 10:47:02	Chris@joffeemergencyservices.com	Bid Notification
Kaizen Technology Partners, LLC	CA	Self Invited	2021-02-09 08:49:29	publicsector@kaizentechpartners.com	Bid Answer
Kaizen Technology Partners, LLC	CA	Self Invited	2021-02-10 10:15:00	publicsector@kaizentechpartners.com	Addendum Notification
Kaizen Technology Partners, LLC	CA	Self Invited	2021-02-11 15:15:46	publicsector@kaizentechpartners.com	Bid Answer
Kaizen Technology Partners, LLC	CA	Self Invited	2021-02-11 15:16:01	publicsector@kaizentechpartners.com	Bid Answer
Kaizen Technology Partners, LLC	CA	Self Invited	2021-02-15 13:13:23	publicsector@kaizentechpartners.com	Bid Answer
Kaizen Technology Partners, LLC	CA	Self Invited	2021-02-19 07:07:33	publicsector@kaizentechpartners.com	Bid Answer
Karma Consulting Inc	WA	Classification	2021-01-18 10:47:02	nathan@karmaconsulting.tech	Bid Notification
KB Energy, LLC	WY	Classification	2021-01-18 10:47:02	grant.gifford@kbenergy.com	Bid Notification
KC Protective Services LLC	MO	Classification	2021-01-18 10:47:02	kevin@kcprotect.com	Bid Notification
Kratos Public Safety & Security	CA	Classification	2021-01-18 10:47:02	marianne.iannotta@kratospss.com	Bid Notification
L&L Supplies	TX	Self Invited	2021-02-09 08:49:29	swalker8585@gmail.com	Bid Answer
L&L Supplies	TX	Self Invited	2021-02-10 10:15:00	swalker8585@gmail.com	Addendum Notification
L&L Supplies	TX	Self Invited	2021-02-11 15:15:46	swalker8585@gmail.com	Bid Answer
L&L Supplies	TX	Self Invited	2021-02-11 15:16:01	swalker8585@gmail.com	Bid Answer
L&L Supplies	TX	Self Invited	2021-02-15 13:13:23	swalker8585@gmail.com	Bid Answer
L&L Supplies	TX	Self Invited	2021-02-19 07:07:33	swalker8585@gmail.com	Bid Answer
LAKESHORE EQUIPMENT COMPANY DBA LAKESHORE LEARNING MATERIALS	CA	Self Invited	2021-02-09 08:49:29	BIDDEPT@LAKESHORELEARNING.COM	Bid Answer
LAKESHORE EQUIPMENT COMPANY DBA LAKESHORE LEARNING MATERIALS	CA	Self Invited	2021-02-10 10:15:00	BIDDEPT@LAKESHORELEARNING.COM	Addendum Notification
LAKESHORE EQUIPMENT COMPANY DBA LAKESHORE LEARNING MATERIALS	CA	Self Invited	2021-02-11 15:15:46	BIDDEPT@LAKESHORELEARNING.COM	Bid Answer
LAKESHORE EQUIPMENT COMPANY DBA LAKESHORE LEARNING MATERIALS	CA	Self Invited	2021-02-11 15:16:01	BIDDEPT@LAKESHORELEARNING.COM	Bid Answer
LAKESHORE EQUIPMENT COMPANY DBA LAKESHORE LEARNING MATERIALS	CA	Self Invited	2021-02-15 13:13:23	BIDDEPT@LAKESHORELEARNING.COM	Bid Answer
LAKESHORE EQUIPMENT COMPANY DBA LAKESHORE LEARNING MATERIALS	CA	Self Invited	2021-02-19 07:07:33	BIDDEPT@LAKESHORELEARNING.COM	Bid Answer
Landfall Strategies, LLC	FL	Classification	2021-01-18 10:47:02	cschultz@landfallstrategies.com	Bid Notification
Latamxport LLC	FL	Classification	2021-01-18 10:47:02	amalia.kissel@latamxport.com	Bid Notification
Lawson Products, Inc	IL	Classification	2021-01-18 10:47:02	govsales@lawsonproducts.com	Bid Notification
Leader's Intent, LLC	CA	Classification	2021-01-18 10:47:02	RCollins@leadersintentllc.com	Bid Notification
Lipsey Trucking	TN	Classification	2021-01-18 10:47:02	mknaby@lipseytrucking.com	Bid Notification
Loss Prevention Systems, Inc.	CA	Classification	2021-01-18 10:47:02	eric_straub@2noloss.com	Bid Notification
Man & Machine	FL	Classification	2021-01-18 10:47:02	elmer@mmipsg.com	Bid Notification
Martin Consulting Services, LLC	MI	Classification	2021-01-18 10:47:02	Shelia@ContractingWithTheGovernment.com	Bid Notification
McIntyre Environmental	AZ	Classification	2021-01-18 10:47:02	david@mcintyre-environmental.com	Bid Notification
MediaSolv	CA	Classification	2021-01-18 10:47:02	rcarreon@mediasolvcorp.com	Bid Notification
METZCOMM Services	IN	Classification	2021-01-18 10:47:02	sales_support@metzcomm.net	Bid Notification
Michael Baker International, Inc.	PA	Classification	2021-01-18 10:47:02	DMPurchase@datamarkgis.com	Bid Notification
Mission Critical Partners, LLC	PA	Classification	2021-01-18 10:47:02	sales@mcp911.com	Bid Notification
MLC & Associates, Inc.	CA	Classification	2021-01-18 10:47:02	bob.takemura@mlcandassociates.com	Bid Notification

MLC and Associates, Inc.	CA	Classification	2021-01-18 10:47:02	bob.takemura@mlchq.com	Bid Notification
National Business Investigations, Inc.	CA	Classification	2021-01-18 10:47:02	Vdovifaaz@security-mps.com	Bid Notification
Navigate360 LLC	OH	Classification	2021-01-18 10:47:02	jwestfall@alicertraining.com	Bid Notification
NFA Environmental, LLC	TX	Classification	2021-01-18 10:47:02	chris.haugstad@nfaenvironmental.com	Bid Notification
Northern Safety Co	NY	Classification	2021-01-18 10:47:02	pscalise@northernsafety.com	Bid Notification
Olympus PSS	TX	Classification	2021-01-18 10:47:02	ric.diaz@olympusprotection.com	Bid Notification
OneRain Incorporated	CO	Classification	2021-01-18 10:47:02	sales@onerain.com	Bid Notification
Onvia	WA	Self Invited	2021-02-09 08:49:29	sourcemanagement2@onvia.com	Bid Answer
Onvia	WA	Self Invited	2021-02-10 10:15:00	sourcemanagement2@onvia.com	Addendum Notification
Onvia	WA	Self Invited	2021-02-11 15:15:46	sourcemanagement2@onvia.com	Bid Answer
Onvia	WA	Self Invited	2021-02-11 15:16:01	sourcemanagement2@onvia.com	Bid Answer
Onvia	WA	Self Invited	2021-02-15 13:13:23	sourcemanagement2@onvia.com	Bid Answer
Onvia	WA	Self Invited	2021-02-19 07:07:33	sourcemanagement2@onvia.com	Bid Answer
Oransi LLC	NC	Self Invited	2021-02-19 07:07:33	klarson@oransi.com	Bid Answer
Organizational Quality Associates, Inc	AZ	Classification	2021-01-18 10:47:02	jwbillwade@gmail.com	Bid Notification
Patriot Services Corporation	MI	Classification	2021-01-18 10:47:02	shiipakka@patriot-services.com	Bid Notification
Paul Manno Disaster Solutions, LLC	VA	Classification	2021-01-18 10:47:02	pauljmanno@gmail.com	Bid Notification
Perma-Fix Environmental Services, Inc.	TN	Classification	2021-01-18 10:47:02	mike.williams@perma-fix.com	Bid Notification
Phillips & Jordan, Inc.	TN	Classification	2021-01-18 10:47:02	disasterservice@pandj.com	Bid Notification
Place Dynamics LLC	WI	Classification	2021-01-18 10:47:02	staff@placedynamics.com	Bid Notification
Pre-Emergency Planning, LLC	WI	Classification	2021-01-18 10:47:02	melissa@pre-emergency.com	Bid Notification
Preparedness Consulting Company, LLC	MD	Classification	2021-01-18 10:47:02	bright@pcc-us.com	Bid Notification
PrepareSmart, LLC	WA	Classification	2021-01-18 10:47:02	keitho@preparesmart.com	Bid Notification
ProSource Technologies, LLC	MN	Self Invited	2021-02-09 08:49:29	marketing@prosourcectech.com	Bid Answer
ProSource Technologies, LLC	MN	Self Invited	2021-02-10 10:15:00	marketing@prosourcectech.com	Addendum Notification
ProSource Technologies, LLC	MN	Self Invited	2021-02-11 15:15:46	marketing@prosourcectech.com	Bid Answer
ProSource Technologies, LLC	MN	Self Invited	2021-02-11 15:16:01	marketing@prosourcectech.com	Bid Answer
ProSource Technologies, LLC	MN	Self Invited	2021-02-15 13:13:23	marketing@prosourcectech.com	Bid Answer
ProSource Technologies, LLC	MN	Self Invited	2021-02-19 07:07:33	marketing@prosourcectech.com	Bid Answer
Protiviti	TX	Classification	2021-01-18 10:47:02	michael.porier@protiviti.com	Bid Notification
Public Health Impact, LLC	NC	Classification	2021-01-18 10:47:02	Amw@publichealthimpact.com	Bid Notification
Qcorp Printing Solutions	CA	Classification	2021-01-18 10:47:02	kim@qcorpco.com	Bid Notification
Regius, Inc	FL	Classification	2021-01-18 10:47:02	DFalisi@Vertusinc.com	Bid Notification
Ripcord LLC	WA	Classification	2021-01-18 10:47:02	david.mack@ripCORDSolutions.com	Bid Notification
RL Enterprises	CA	Classification	2021-01-18 10:47:02	rw@rlnrprzs.com	Bid Notification
Rothstein Associates Inc.	CT	Classification	2021-01-18 10:47:02	pjr@rothstein.com	Bid Notification
RW Management Group, Inc.	WI	Classification	2021-01-18 10:47:02	twalker@rwmanagementgroup.com	Bid Notification
Santee Modular Homes, Inc	SC	Classification	2021-01-18 10:47:02	smh@santeedebris.com	Bid Notification
School Wholesale Supplies LLC	TN	Self Invited	2021-02-09 08:49:29	jpdas@eii-usa.com	Bid Answer
School Wholesale Supplies LLC	TN	Self Invited	2021-02-10 10:15:00	jpdas@eii-usa.com	Addendum Notification
School Wholesale Supplies LLC	TN	Self Invited	2021-02-11 15:15:46	jpdas@eii-usa.com	Bid Answer
School Wholesale Supplies LLC	TN	Self Invited	2021-02-11 15:16:01	jpdas@eii-usa.com	Bid Answer
School Wholesale Supplies LLC	TN	Self Invited	2021-02-15 13:13:23	jpdas@eii-usa.com	Bid Answer
School Wholesale Supplies LLC	TN	Self Invited	2021-02-19 07:07:33	jpdas@eii-usa.com	Bid Answer
Sentry Systems, INC	MN	Classification	2021-01-18 10:47:02	jpetersen@thesaferchoice.com	Bid Notification
ServiceMaster Restoration Services Inc.	MN	Classification	2021-01-18 10:47:02	treth@svmps.com	Bid Notification
ServiceMaster Restoration Services Inc.	MN	Classification	2021-02-09 08:49:29	treth@svmps.com	Bid Answer
ServiceMaster Restoration Services Inc.	MN	Classification	2021-02-10 10:15:00	treth@svmps.com	Addendum Notification
ServiceMaster Restoration Services Inc.	MN	Classification	2021-02-11 15:15:45	treth@svmps.com	Bid Answer
ServiceMaster Restoration Services Inc.	MN	Classification	2021-02-11 15:16:01	treth@svmps.com	Bid Answer
ServiceMaster Restoration Services Inc.	MN	Classification	2021-02-15 13:13:22	treth@svmps.com	Bid Answer
ServiceMaster Restoration Services Inc.	MN	Classification	2021-02-19 07:07:33	treth@svmps.com	Bid Answer
Signal USA, LLC	MI	Classification	2021-01-21 10:06:15	rmartens@signalrestoration.com	Bid Notification
Signal USA, LLC	MI	Classification	2021-02-09 08:49:29	rmartens@signalrestoration.com	Bid Answer
Signal USA, LLC	MI	Classification	2021-02-10 10:15:00	rmartens@signalrestoration.com	Addendum Notification
Signal USA, LLC	MI	Classification	2021-02-11 15:15:46	rmartens@signalrestoration.com	Bid Answer
Signal USA, LLC	MI	Classification	2021-02-11 15:16:01	rmartens@signalrestoration.com	Bid Answer
Signal USA, LLC	MI	Classification	2021-02-15 13:13:23	rmartens@signalrestoration.com	Bid Answer
Signal USA, LLC	MI	Classification	2021-02-19 07:07:33	rmartens@signalrestoration.com	Bid Answer
Simpler Life Emergency Provisions	CA	Classification	2021-01-18 10:47:02	sales@simplerlife.com	Bid Notification
SMS Tourism Intelligence Division	HI	Classification	2021-01-18 10:47:02	dnahoopii@smshawaii.com	Bid Notification
SNA International, LLC	VA	Classification	2021-01-18 10:47:02	asozer@sna-intl.com	Bid Notification
So Little Pains Consulting, LLC	CO	Classification	2021-01-18 10:47:02	richard.wrona@solittlepains.com	Bid Notification
Stage Monkey Resources	CA	Classification	2021-01-18 10:47:02	mark@stagemonkeys.com	Bid Notification
Stantec	MN	Classification	2021-01-18 10:47:02	amy.strasheim@stantec.com	Bid Notification
Stantec	WA	Classification	2021-01-18 10:47:02	cheryl.jemar@stantec.com	Bid Notification
Sterling Infosystems Inc.	NY	Classification	2021-01-18 10:47:02	austin.hover@sterlingcheck.com	Bid Notification
Summit Environmental	WY	Classification	2021-01-18 10:47:02	cbardman@stellee.com	Bid Notification
Sunset Survival & First Aid, Inc.	CA	Classification	2021-01-18 10:47:02	info@sunset-survival.com	Bid Notification
Televate, LLC	VA	Classification	2021-01-18 10:47:02	Administrative@televate.com	Bid Notification
Tenebo Enterprises and Consulting	TX	Classification	2021-01-18 10:47:02	emctrainer@aol.com	Bid Notification
Tetra Tech Inc	CA	Classification	2021-01-18 10:47:02	jill.schaeffer@tetrattech.com	Bid Notification
Tetra Tech, Inc.	CA	Classification	2021-01-18 10:47:02	jennifer.brainerd@tetrattech.com	Bid Notification

Tetra Tech, Inc.	FL	Classification	2021-01-18 10:47:02	emi.emd.marketing@tetrattech.com	Bid Notification
Tetra Tech, Inc.	FL	Classification	2021-02-09 08:49:29	emi.emd.marketing@tetrattech.com	Bid Answer
Tetra Tech, Inc.	FL	Classification	2021-02-10 10:15:00	emi.emd.marketing@tetrattech.com	Addendum Notification
Tetra Tech, Inc.	FL	Classification	2021-02-11 15:15:46	emi.emd.marketing@tetrattech.com	Bid Answer
Tetra Tech, Inc.	FL	Classification	2021-02-11 15:16:01	emi.emd.marketing@tetrattech.com	Bid Answer
Tetra Tech, Inc.	FL	Classification	2021-02-15 13:13:23	emi.emd.marketing@tetrattech.com	Bid Answer
Tetra Tech, Inc.	FL	Classification	2021-02-19 07:07:33	emi.emd.marketing@tetrattech.com	Bid Answer
Texas A&M Transportation Institute	TX	Classification	2021-01-18 10:47:02	rdbids@tti.tamu.edu	Bid Notification
TFR Enterprises, Inc	TX	Classification	2021-01-18 10:47:02	tiffanyw@tfrinc.com	Bid Notification
The Blue Cell, LLC	CO	Classification	2021-01-18 10:47:02	rshellenbarger@thebluecell.com	Bid Notification
The Flynt Group, Inc.	MO	Classification	2021-01-18 10:47:02	Steve.Harms@Flynt.com	Bid Notification
The Lighthouse for the Blind	MO	Classification	2021-01-18 10:47:02	jcaine@quakekare.com	Bid Notification
The Lupine Collaborative	WY	Classification	2021-01-18 10:47:02	deb@lupinecollaborative.com	Bid Notification
The Olson Group, Ltd.	VA	Classification	2021-01-18 10:47:02	amontella@olsongrouppltd.com	Bid Notification
The Olson Group, Ltd.	VA	Classification	2021-01-18 10:47:02	kbolson@olsongrouppltd.com	Bid Notification
The PlanIt Room	TX	Self Invited	2021-02-09 08:49:29	projects@theplanitroom.com	Bid Answer
The PlanIt Room	TX	Self Invited	2021-02-10 10:15:00	projects@theplanitroom.com	Addendum Notification
The PlanIt Room	TX	Self Invited	2021-02-11 15:15:46	projects@theplanitroom.com	Bid Answer
The PlanIt Room	TX	Self Invited	2021-02-11 15:16:01	projects@theplanitroom.com	Bid Answer
The PlanIt Room	TX	Self Invited	2021-02-15 13:13:23	projects@theplanitroom.com	Bid Answer
The PlanIt Room	TX	Self Invited	2021-02-19 07:07:33	projects@theplanitroom.com	Bid Answer
The Readiness Group LLC	MO	Classification	2021-01-18 10:47:02	Erickaartz@yahoo.com	Bid Notification
Thomas Howell Ferguson P.A.	FL	Self Invited	2021-02-09 08:49:29	marketing@thf-cpa.com	Bid Answer
Thomas Howell Ferguson P.A.	FL	Self Invited	2021-02-10 10:15:00	marketing@thf-cpa.com	Addendum Notification
Thomas Howell Ferguson P.A.	FL	Self Invited	2021-02-11 15:15:46	marketing@thf-cpa.com	Bid Answer
Thomas Howell Ferguson P.A.	FL	Self Invited	2021-02-11 15:16:01	marketing@thf-cpa.com	Bid Answer
Thomas Howell Ferguson P.A.	FL	Self Invited	2021-02-15 13:13:23	marketing@thf-cpa.com	Bid Answer
Thomas Howell Ferguson P.A.	FL	Self Invited	2021-02-19 07:07:33	marketing@thf-cpa.com	Bid Answer
Threat Reduction Solutions LLC	CA	Classification	2021-01-18 10:47:02	stuart.reiken@threatreduction.com	Bid Notification
Tidal Basin Government Consulting	VA	Classification	2021-01-18 10:47:02	smurphy@rphc.com	Bid Notification
Tidal Basin Government Consulting LLC	NY	Classification	2021-01-18 10:47:02	airfp@rphc.com	Bid Notification
Tidal Basin Government Consulting LLC	NY	Classification	2021-02-09 08:49:29	airfp@rphc.com	Bid Answer
Tidal Basin Government Consulting LLC	NY	Classification	2021-02-10 10:15:00	airfp@rphc.com	Addendum Notification
Tidal Basin Government Consulting LLC	NY	Classification	2021-02-11 15:15:46	airfp@rphc.com	Bid Answer
Tidal Basin Government Consulting LLC	NY	Classification	2021-02-11 15:16:01	airfp@rphc.com	Bid Answer
Tidal Basin Government Consulting LLC	NY	Classification	2021-02-15 13:13:23	airfp@rphc.com	Bid Answer
Tidal Basin Government Consulting LLC	NY	Classification	2021-02-19 07:07:33	airfp@rphc.com	Bid Answer
Tiger Offshore Rentals, LLC	TX	Classification	2021-01-18 10:47:02	crystal.hughes@tigerrentals.com	Bid Notification
Total Communications, Inc.	CT	Self Invited	2021-02-11 15:15:46	patrickmcloud@totalcomm.com	Bid Answer
Total Communications, Inc.	CT	Self Invited	2021-02-11 15:16:01	patrickmcloud@totalcomm.com	Bid Answer
Total Communications, Inc.	CT	Self Invited	2021-02-15 13:13:23	patrickmcloud@totalcomm.com	Bid Answer
Total Communications, Inc.	CT	Self Invited	2021-02-19 07:07:33	patrickmcloud@totalcomm.com	Bid Answer
Training Outreach, LLC	MD	Classification	2021-01-18 10:47:02	LJohnson@trainingoutreach.com	Bid Notification
TransSystems	MO	Classification	2021-01-18 10:47:02	jwzimmermann@transystems.com	Bid Notification
TRC Engineers, Inc.	TX	Classification	2021-01-18 10:47:02	bhawk@trcsolutions.com	Bid Notification
TRC Engineers, Inc.	TX	Classification	2021-02-09 08:49:29	bhawk@trcsolutions.com	Bid Answer
TRC Engineers, Inc.	TX	Classification	2021-02-10 10:15:00	bhawk@trcsolutions.com	Addendum Notification
TRC Engineers, Inc.	TX	Classification	2021-02-11 15:15:46	bhawk@trcsolutions.com	Bid Answer
TRC Engineers, Inc.	TX	Classification	2021-02-11 15:16:01	bhawk@trcsolutions.com	Bid Answer
TRC Engineers, Inc.	TX	Classification	2021-02-15 13:13:23	bhawk@trcsolutions.com	Bid Answer
TRC Engineers, Inc.	TX	Classification	2021-02-19 07:07:33	bhawk@trcsolutions.com	Bid Answer
TREX Planning Associates, Inc.	NY	Classification	2021-01-18 10:47:02	allan@trexplanning.com	Bid Notification
Two Rivers Emergency Management, LLC	TX	Classification	2021-01-18 10:47:02	michael@tworiversem.com	Bid Notification
Verizon	AZ	Classification	2021-01-18 10:47:02	patrick.learned@one.verizon.com	Bid Notification
Virtucom	GA	Classification	2021-01-18 10:47:02	proposals@virtucom.com	Bid Notification
W. W. Grainger	IL	Self Invited	2021-02-09 08:49:29	keneye.horak@grainger.com	Bid Answer
W. W. Grainger	IL	Self Invited	2021-02-10 10:15:00	keneye.horak@grainger.com	Addendum Notification
W. W. Grainger	IL	Self Invited	2021-02-11 15:15:46	keneye.horak@grainger.com	Bid Answer
W. W. Grainger	IL	Self Invited	2021-02-11 15:16:01	keneye.horak@grainger.com	Bid Answer
W. W. Grainger	IL	Self Invited	2021-02-15 13:13:23	keneye.horak@grainger.com	Bid Answer
W. W. Grainger	IL	Self Invited	2021-02-19 07:07:33	keneye.horak@grainger.com	Bid Answer
Water Resources Solutions, LLC	KS	Classification	2021-01-18 10:47:02	dbaker@wrs-rc.com	Bid Notification
WEST Consultants, Inc.	CA	Classification	2021-01-18 10:47:02	mteal@westconsultants.com	Bid Notification
Witt Group Holdings LLC	CA	Classification	2021-01-18 10:47:02	bstewart@wittassociates.com	Bid Notification
Witt O'Brien's LLC	DC	Classification	2021-01-18 10:47:02	leads@wittobriens.com	Bid Notification
Witt O'Brien's, LLC	DC	Classification	2021-01-18 10:47:02	leads@wittobriens.com	Bid Notification
Witt O'Brien's, LLC	DC	Classification	2021-01-18 10:47:02	craig.schultz@obriensrm.com	Bid Notification
Witt O'Brien's, LLC	DC	Classification	2021-02-09 08:49:29	leads@wittobriens.com	Bid Answer
Witt O'Brien's, LLC	DC	Classification	2021-02-10 10:15:00	leads@wittobriens.com	Addendum Notification
Witt O'Brien's, LLC	DC	Classification	2021-02-11 15:15:46	leads@wittobriens.com	Bid Answer
Witt O'Brien's, LLC	DC	Classification	2021-02-11 15:16:01	leads@wittobriens.com	Bid Answer
Witt O'Brien's, LLC	DC	Classification	2021-02-15 13:13:23	leads@wittobriens.com	Bid Answer
Witt O'Brien's, LLC	DC	Classification	2021-02-19 07:07:33	leads@wittobriens.com	Bid Answer

## Access Report

Agency Association of Educational Purchasing Agencies  
 Bid Number 021.5-B  
 Bid Title Disaster Recovery Remediation Services

Vendor Name	Accessed First Time	Most Recent Access	Documents	Most Recent Response Date
GEB, Inc. DBA Steamatic of Albuquerque and Santa Fe	2021-01-29 03:10 PM CST	2021-02-11 04:57 PM CST	AEPA Vendor Quarterly Report Template.pdf AEPA 021.5-B Part F - Pricing - Disaster Recovery - Final.xlsx AEPA 021.5-B Part E - Signature Forms - Disaster Recovery - Final.pdf AEPA 021.5-B Part D - Questionnaire - Disaster Recovery - Final.pdf AEPA 021.5-B Part C - Member Agency (State) Terms and Conditions - Disaster Recovery - FINAL.pdf AEPA 021.5-B Part B - Specifications - Disaster Recovery - Final.pdf AEPA 021.5-B Part A - Terms and Conditions - Disaster Recovery - Final.pdf	
School Wholesale Supplies LLC	2021-01-18 11:11 PM CST	2021-01-21 11:40 PM CST	AEPA 021.5-B Part B - Specifications - Disaster Recovery - Final.pdf	
The Olson Group, Ltd.	2021-01-18 01:31 PM CST	2021-01-18 01:31 PM CST		
FLORIDA RESEARCH	2021-02-01 01:39 PM CST	2021-02-01 01:39 PM CST		
HopSkipDrive	2021-02-16 02:06 AM CST	2021-02-16 02:06 AM CST		
Tidal Basin Government Consulting LLC	2021-01-19 07:42 AM CST	2021-02-16 07:34 AM CST	AEPA Vendor Quarterly Report Template.pdf AEPA 021.5-B Part F - Pricing - Disaster Recovery - Final.xlsx AEPA 021.5-B Part E - Signature Forms - Disaster Recovery - Final.pdf AEPA 021.5-B Part D - Questionnaire - Disaster Recovery - Final.pdf AEPA 021.5-B Part C - Member Agency (State) Terms and Conditions - Disaster Recovery - FINAL.pdf AEPA 021.5-B Part B - Specifications - Disaster Recovery - Final.pdf AEPA 021.5-B Part A - Terms and Conditions - Disaster Recovery - Final.pdf	
Sunset Survival & First Aid, Inc.	2021-01-23 11:15 PM CST	2021-01-23 11:17 PM CST		
Witt O'Brien's, LLC	2021-01-19 07:19 AM CST	2021-02-19 08:41 AM CST	AEPA 021.5-B Part F - Pricing - Disaster Recovery - Final.xlsx AEPA 021.5-B Part B - Specifications - Disaster Recovery - Final.pdf	
Signal USA, LLC	2021-01-25 07:49 AM CST	2021-02-24 11:59 AM CST	AEPA 021.5-B Part D - Questionnaire - Disaster Recovery - Final.docx AEPA 021.5-B Part F - Pricing - Disaster Recovery - Final.xlsx AEPA 021.5-B Part E - Signature Forms - Disaster Recovery - Final.pdf AEPA 021.5-B Part D - Questionnaire - Disaster Recovery - Final.pdf AEPA 021.5-B Part C - Member Agency (State) Terms and Conditions - Disaster Recovery - FINAL.pdf AEPA 021.5-B Part A - Terms and Conditions - Disaster Recovery - Final.pdf AEPA 021.5-B Part B - Specifications - Disaster Recovery - Final.pdf	2021-02-24 11:57 AM CST
Simpler Life Emergency Provisions	2021-01-18 04:26 PM CST	2021-01-18 04:26 PM CST		
Construction Journal	2021-01-20 12:01 AM CST	2021-02-22 04:59 AM CST	AEPA Vendor Quarterly Report Template.pdf AEPA 021.5-B Part F - Pricing - Disaster Recovery - Final.pdf AEPA 021.5-B Part E - Signature Forms - Disaster Recovery - Final.pdf AEPA 021.5-B Part D - Questionnaire - Disaster Recovery - Final.pdf AEPA 021.5-B Part C - Member Agency (State) Terms and Conditions - Disaster Recovery - FINAL.pdf AEPA 021.5-B Part B - Specifications - Disaster Recovery - Final.pdf AEPA 021.5-B Part A - Terms and Conditions - Disaster Recovery - Final.pdf	
W. W. Grainger	2021-01-21 01:25 PM CST	2021-02-12 09:42 AM CST	AEPA 021.5-B Part B - Specifications - Disaster Recovery - Final.pdf AEPA 021.5-B Part A - Terms and Conditions - Disaster Recovery - Final.pdf	
North America Procurement Council	2021-01-19 02:47 AM CST	2021-02-12 02:53 AM CST		
IMS	2021-01-21 10:34 AM CST	2021-01-21 10:34 AM CST		
US Ecology Livonia, Inc.	2021-01-18 03:00 PM CST	2021-01-18 03:00 PM CST		

TRC Engineers, Inc.	2021-01-18 01:13 PM CST	2021-01-18 01:27 PM CST	AEPA Vendor Quarterly Report Template.pdf AEPA 021.5-B Part F - Pricing - Disaster Recovery - Final.xlsx AEPA 021.5-B Part E - Signature Forms - Disaster Recovery - Final.pdf AEPA 021.5-B Part D - Questionnaire - Disaster Recovery - Final.pdf AEPA 021.5-B Part C - Member Agency (State) Terms and Conditions - Disaster Recovery - FINAL.pdf AEPA 021.5-B Part B - Specifications - Disaster Recovery - Final.pdf AEPA 021.5-B Part A - Terms and Conditions - Disaster Recovery - Final.pdf	
Dodge Data & Analytics	2021-01-19 01:54 PM CST	2021-02-19 01:21 PM CST	AEPA 021.5-B Part A - Terms and Conditions - Disaster Recovery - Final.pdf AEPA 021.5-B Part D - Questionnaire - Disaster Recovery - Final.pdf	
Thomas Howell Ferguson P.A.	2021-01-25 11:35 AM CST	2021-02-12 08:03 AM CST	AEPA 021.5-B Part B - Specifications - Disaster Recovery - Final.pdf AEPA 021.5-B Part A - Terms and Conditions - Disaster Recovery - Final.pdf	
Florida Bid Reporting	2021-01-21 01:20 PM CST	2021-02-01 07:36 AM CST	AEPA Vendor Quarterly Report Template.pdf AEPA 021.5-B Part F - Pricing - Disaster Recovery - Final.pdf AEPA 021.5-B Part E - Signature Forms - Disaster Recovery - Final.pdf AEPA 021.5-B Part D - Questionnaire - Disaster Recovery - Final.pdf AEPA 021.5-B Part C - Member Agency (State) Terms and Conditions - Disaster Recovery - FINAL.pdf AEPA 021.5-B Part B - Specifications - Disaster Recovery - Final.pdf AEPA 021.5-B Part A - Terms and Conditions - Disaster Recovery - Final.pdf	
American Property Restoration	2021-01-18 02:14 PM CST	2021-01-18 02:14 PM CST		
L&L Supplies	2021-01-19 07:50 AM CST	2021-01-19 07:50 AM CST	AEPA Vendor Quarterly Report Template.pdf AEPA 021.5-B Part F - Pricing - Disaster Recovery - Final.xlsx AEPA 021.5-B Part E - Signature Forms - Disaster Recovery - Final.pdf AEPA 021.5-B Part D - Questionnaire - Disaster Recovery - Final.pdf AEPA 021.5-B Part C - Member Agency (State) Terms and Conditions - Disaster Recovery - FINAL.pdf AEPA 021.5-B Part B - Specifications - Disaster Recovery - Final.pdf AEPA 021.5-B Part A - Terms and Conditions - Disaster Recovery - Final.pdf	
Oransi LLC	2021-02-16 03:22 PM CST	2021-02-19 09:36 AM CST	AEPA 021.5-B Part B - Specifications - Disaster Recovery - Final.pdf AEPA 021.5-B Part C - Member Agency (State) Terms and Conditions - Disaster Recovery - FINAL.pdf AEPA 021.5-B Part D - Questionnaire - Disaster Recovery - Final.docx AEPA Vendor Quarterly Report Template.pdf	
IMS	2021-01-21 05:08 AM CST	2021-01-21 05:08 AM CST		
Michael Baker International, Inc.	2021-01-25 03:25 PM CST	2021-01-25 03:25 PM CST		
Involta, LLC	2021-02-03 10:59 AM CST	2021-02-03 11:07 AM CST	AEPA 021.5-B Part F - Pricing - Disaster Recovery - Final.xlsx AEPA 021.5-B Part D - Questionnaire - Disaster Recovery - Final.pdf AEPA 021.5-B Part B - Specifications - Disaster Recovery - Final.pdf AEPA 021.5-B Part A - Terms and Conditions - Disaster Recovery - Final.pdf	

Onvia	2021-01-18 01:00 PM CST	2021-02-22 04:25 PM CST	AEPA 021.5-B Part D - Questionnaire - Disaster Recovery - Final.pdf AEPA 021.5-B Part F - Pricing - Disaster Recovery - Final.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 021.5-B Part E - Signature Forms - Disaster Recovery - Final.pdf AEPA 021.5-B Part D - Questionnaire - Disaster Recovery - Final.pdf AEPA 021.5-B Part C - Member Agency (State) Terms and Conditions - Disaster Recovery - FINAL.pdf AEPA 021.5-B Part B - Specifications - Disaster Recovery - Final.pdf AEPA 021.5-B Part A - Terms and Conditions - Disaster Recovery - Final.pdf	
GP Strategies	2021-01-25 08:11 AM CST	2021-01-25 09:08 AM CST	AEPA 021.5-B Part A - Terms and Conditions - Disaster Recovery - Final.pdf AEPA 021.5-B Part F - Pricing - Disaster Recovery - Final.xlsx AEPA 021.5-B Part D - Questionnaire - Disaster Recovery - Final.pdf AEPA 021.5-B Part B - Specifications - Disaster Recovery - Final.pdf	
The Olson Group, Ltd.	2021-01-19 11:22 PM CST	2021-01-19 11:22 PM CST		
Tetra Tech, Inc.	2021-01-19 04:14 PM CST	2021-01-28 04:19 PM CST	AEPA 021.5-B Part E - Signature Forms - Disaster Recovery - Final.pdf AEPA 021.5-B Part C - Member Agency (State) Terms and Conditions - Disaster Recovery - FINAL.pdf AEPA 021.5-B Part A - Terms and Conditions - Disaster Recovery - Final.pdf AEPA 021.5-B Part F - Pricing - Disaster Recovery - Final.xlsx AEPA 021.5-B Part B - Specifications - Disaster Recovery - Final.pdf	
GCL LLC	2021-02-09 08:09 AM CST	2021-02-19 01:33 PM CST	AEPA 021.5-B Part D - Questionnaire - Disaster Recovery - Final.docx AEPA Vendor Quarterly Report Template.pdf AEPA 021.5-B Part F - Pricing - Disaster Recovery - Final.xlsx AEPA 021.5-B Part E - Signature Forms - Disaster Recovery - Final.pdf AEPA 021.5-B Part D - Questionnaire - Disaster Recovery - Final.pdf AEPA 021.5-B Part C - Member Agency (State) Terms and Conditions - Disaster Recovery - FINAL.pdf AEPA 021.5-B Part B - Specifications - Disaster Recovery - Final.pdf AEPA 021.5-B Part A - Terms and Conditions - Disaster Recovery - Final.pdf	
The Planit Room	2021-01-26 04:03 PM CST	2021-02-23 11:22 AM CST	AEPA 021.5-B Part D - Questionnaire - Disaster Recovery - Final.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 021.5-B Part F - Pricing - Disaster Recovery - Final.pdf AEPA 021.5-B Part E - Signature Forms - Disaster Recovery - Final.pdf AEPA 021.5-B Part D - Questionnaire - Disaster Recovery - Final.pdf AEPA 021.5-B Part C - Member Agency (State) Terms and Conditions - Disaster Recovery - FINAL.pdf AEPA 021.5-B Part B - Specifications - Disaster Recovery - Final.pdf AEPA 021.5-B Part A - Terms and Conditions - Disaster Recovery - Final.pdf	
Emergent Risk Solutions	2021-01-19 10:42 AM CST	2021-01-19 10:45 AM CST	AEPA Vendor Quarterly Report Template.pdf AEPA 021.5-B Part F - Pricing - Disaster Recovery - Final.xlsx AEPA 021.5-B Part E - Signature Forms - Disaster Recovery - Final.pdf AEPA 021.5-B Part D - Questionnaire - Disaster Recovery - Final.pdf AEPA 021.5-B Part C - Member Agency (State) Terms and Conditions - Disaster Recovery - FINAL.pdf AEPA 021.5-B Part B - Specifications - Disaster Recovery - Final.pdf AEPA 021.5-B Part A - Terms and Conditions - Disaster Recovery - Final.pdf	
BGN Contractors	2021-02-17 11:40 AM CST	2021-02-22 07:01 AM CST	AEPA 021.5-B Part B - Specifications - Disaster Recovery - Final.pdf AEPA 021.5-B Part A - Terms and Conditions - Disaster Recovery - Final.pdf	



BELFOR USA Group, Inc	2021-01-25 11:35 AM CST	2021-02-15 03:02 PM CST	AEPA 021.5-B Part F - Pricing - Disaster Recovery - Final.xlsx AEPA 021.5-B Part E - Signature Forms - Disaster Recovery - Final.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 021.5-B Part D - Questionnaire - Disaster Recovery - Final.pdf AEPA 021.5-B Part C - Member Agency (State) Terms and Conditions - Disaster Recovery - FINAL.pdf AEPA 021.5-B Part B - Specifications - Disaster Recovery - Final.pdf AEPA 021.5-B Part A - Terms and Conditions - Disaster Recovery - Final.pdf	
GP Strategies	2021-01-18 11:56 AM CST	2021-01-18 12:01 PM CST	AEPA 021.5-B Part A - Terms and Conditions - Disaster Recovery - Final.pdf	
Great Lakes Environmental & Infrastructure	2021-01-18 11:48 AM CST	2021-01-18 11:48 AM CST		
GREENING NASH AND ASSOCIATES, LLC	2021-01-18 04:16 PM CST	2021-01-18 04:16 PM CST		
Integrated Solutions Consulting	2021-01-19 09:26 AM CST	2021-01-19 09:26 AM CST	AEPA 021.5-B Part B - Specifications - Disaster Recovery - Final.pdf	
Connect Consulting Services	2021-01-18 11:48 AM CST	2021-01-18 11:53 AM CST	AEPA 021.5-B Part B - Specifications - Disaster Recovery - Final.pdf AEPA 021.5-B Part A - Terms and Conditions - Disaster Recovery - Final.pdf	
Dodge Data & Analytics	2021-01-18 08:18 PM CST	2021-02-23 11:03 PM CST	AEPA Vendor Quarterly Report Template.pdf AEPA 021.5-B Part F - Pricing - Disaster Recovery - Final.pdf AEPA 021.5-B Part E - Signature Forms - Disaster Recovery - Final.pdf AEPA 021.5-B Part D - Questionnaire - Disaster Recovery - Final.pdf AEPA 021.5-B Part C - Member Agency (State) Terms and Conditions - Disaster Recovery - FINAL.pdf AEPA 021.5-B Part B - Specifications - Disaster Recovery - Final.pdf AEPA 021.5-B Part A - Terms and Conditions - Disaster Recovery - Final.pdf	
Total Communications, Inc.	2021-02-11 11:32 AM CST	2021-02-11 11:33 AM CST	AEPA 021.5-B Part B - Specifications - Disaster Recovery - Final.pdf	
Kaizen Technology Partners, LLC	2021-02-03 11:26 AM CST	2021-02-03 11:26 AM CST	AEPA Vendor Quarterly Report Template.pdf AEPA 021.5-B Part F - Pricing - Disaster Recovery - Final.xlsx AEPA 021.5-B Part E - Signature Forms - Disaster Recovery - Final.pdf AEPA 021.5-B Part D - Questionnaire - Disaster Recovery - Final.pdf AEPA 021.5-B Part C - Member Agency (State) Terms and Conditions - Disaster Recovery - FINAL.pdf AEPA 021.5-B Part B - Specifications - Disaster Recovery - Final.pdf AEPA 021.5-B Part A - Terms and Conditions - Disaster Recovery - Final.pdf	
Convergent Technologies LLC	2021-01-18 02:39 PM CST	2021-01-18 02:39 PM CST		
ServiceMaster Restoration Services Inc.	2021-01-18 11:58 AM CST	2021-02-24 12:18 PM CST	AEPA 021.5-B Part A - Terms and Conditions - Disaster Recovery - Final.pdf AEPA 021.5-B Part D - Questionnaire - Disaster Recovery - Final.docx AEPA 021.5-B Part B - Specifications - Disaster Recovery - Final.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 021.5-B Part F - Pricing - Disaster Recovery - Final.xlsx AEPA 021.5-B Part D - Questionnaire - Disaster Recovery - Final.pdf AEPA 021.5-B Part E - Signature Forms - Disaster Recovery - Final.pdf AEPA 021.5-B Part C - Member Agency (State) Terms and Conditions - Disaster Recovery - FINAL.pdf	2021-02-24 12:18 PM CST
Covington & Associates, LLC	2021-02-08 04:29 PM CST	2021-02-08 04:29 PM CST	AEPA 021.5-B Part B - Specifications - Disaster Recovery - Final.pdf	
AEPA PAEC	2021-01-19 09:21 AM CST	2021-01-19 09:22 AM CST	AEPA 021.5-B Part B - Specifications - Disaster Recovery - Final.pdf	

American Technologies, Inc.	2021-01-18 12:47 PM CST	2021-01-18 01:17 PM CST	AEPA 021.5-B Part E - Signature Forms - Disaster Recovery - Final.pdf AEPA 021.5-B Part F - Pricing - Disaster Recovery - Final.xlsx AEPA Vendor Quarterly Report Template.pdf AEPA 021.5-B Part D - Questionnaire - Disaster Recovery - Final.pdf AEPA 021.5-B Part C - Member Agency (State) Terms and Conditions - Disaster Recovery - FINAL.pdf AEPA 021.5-B Part B - Specifications - Disaster Recovery - Final.pdf AEPA 021.5-B Part A - Terms and Conditions - Disaster Recovery - Final.pdf	
Contingency Management Consulting Group	2021-01-18 11:50 AM CST	2021-01-18 11:50 AM CST		
DRC Emergency Services	2021-01-20 10:35 AM CST	2021-02-05 11:57 AM CST	AEPA Vendor Quarterly Report Template.pdf AEPA 021.5-B Part F - Pricing - Disaster Recovery - Final.xlsx AEPA 021.5-B Part E - Signature Forms - Disaster Recovery - Final.pdf AEPA 021.5-B Part D - Questionnaire - Disaster Recovery - Final.pdf AEPA 021.5-B Part C - Member Agency (State) Terms and Conditions - Disaster Recovery - FINAL.pdf AEPA 021.5-B Part B - Specifications - Disaster Recovery - Final.pdf AEPA 021.5-B Part A - Terms and Conditions - Disaster Recovery - Final.pdf	
Garner Environmental Services, Inc.	2021-01-22 12:34 PM CST	2021-01-22 12:37 PM CST	AEPA Vendor Quarterly Report Template.pdf AEPA 021.5-B Part F - Pricing - Disaster Recovery - Final.xlsx AEPA 021.5-B Part E - Signature Forms - Disaster Recovery - Final.pdf AEPA 021.5-B Part D - Questionnaire - Disaster Recovery - Final.pdf AEPA 021.5-B Part C - Member Agency (State) Terms and Conditions - Disaster Recovery - FINAL.pdf AEPA 021.5-B Part B - Specifications - Disaster Recovery - Final.pdf AEPA 021.5-B Part A - Terms and Conditions - Disaster Recovery - Final.pdf	
Chloeta Fire, LLC	2021-01-18 11:55 AM CST	2021-01-18 11:55 AM CST		
Continuity Operations Group LLC	2021-01-18 11:53 AM CST	2021-01-18 11:53 AM CST		
BMS CAT, LLC	2021-02-10 11:40 AM CST	2021-02-24 11:05 AM CST	AEPA 021.5-B Part A - Terms and Conditions - Disaster Recovery - Final.pdf AEPA 021.5-B Part D - Questionnaire - Disaster Recovery - Final.docx	2021-02-24 11:05 AM CST
AGiRepair/AGParts Education (AssetGenie, Inc.)	2021-02-08 01:19 PM CST	2021-02-08 01:19 PM CST		
ProSource Technologies, LLC	2021-01-19 09:35 AM CST	2021-01-19 11:09 AM CST	AEPA 021.5-B Part B - Specifications - Disaster Recovery - Final.pdf	
CJIS GROUP LLC	2021-01-19 06:08 AM CST	2021-01-19 06:10 AM CST	AEPA 021.5-B Part B - Specifications - Disaster Recovery - Final.pdf	
Constant & Associates	2021-01-19 08:33 AM CST	2021-01-19 09:21 AM CST	AEPA Vendor Quarterly Report Template.pdf AEPA 021.5-B Part F - Pricing - Disaster Recovery - Final.xlsx AEPA 021.5-B Part E - Signature Forms - Disaster Recovery - Final.pdf AEPA 021.5-B Part D - Questionnaire - Disaster Recovery - Final.pdf AEPA 021.5-B Part C - Member Agency (State) Terms and Conditions - Disaster Recovery - FINAL.pdf AEPA 021.5-B Part A - Terms and Conditions - Disaster Recovery - Final.pdf AEPA 021.5-B Part B - Specifications - Disaster Recovery - Final.pdf	
BMS Holding Corp	2021-01-19 09:16 AM CST	2021-02-05 12:43 PM CST	AEPA 021.5-B Part A - Terms and Conditions - Disaster Recovery - Final.pdf AEPA 021.5-B Part D - Questionnaire - Disaster Recovery - Final.pdf AEPA 021.5-B Part F - Pricing - Disaster Recovery - Final.xlsx AEPA 021.5-B Part B - Specifications - Disaster Recovery - Final.pdf AEPA 021.5-B Part C - Member Agency (State) Terms and Conditions - Disaster Recovery - FINAL.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 021.5-B Part E - Signature Forms - Disaster Recovery - Final.pdf	
NFA Environmental, LLC	2021-01-18 12:28 PM CST	2021-01-18 12:28 PM CST		
SMART IT PROS INC	2021-01-18 11:14 PM CST	2021-01-18 11:14 PM CST		

LAKESHORE EQUIPMENT COMPANY DBA LAKESHORE LEARNING MATERIALS	2021-01-22 12:42 PM CST	2021-01-22 12:42 PM CST	AEPA 021.5-B Part B - Specifications - Disaster Recovery - Final.pdf	
DLZP Group	2021-02-04 07:42 AM CST	2021-02-08 03:03 PM CST	AEPA Vendor Quarterly Report Template.pdf AEPA 021.5-B Part F - Pricing - Disaster Recovery - Final.xlsx AEPA 021.5-B Part E - Signature Forms - Disaster Recovery - Final.pdf AEPA 021.5-B Part D - Questionnaire - Disaster Recovery - Final.pdf AEPA 021.5-B Part C - Member Agency (State) Terms and Conditions - Disaster Recovery - FINAL.pdf AEPA 021.5-B Part B - Specifications - Disaster Recovery - Final.pdf AEPA 021.5-B Part A - Terms and Conditions - Disaster Recovery - Final.pdf	

## AEPA 021.5-B Opening Record

	Bid Security	Part C - State Specific Forms	Part D - Questionnaire	Part E - Signature Forms	Part F - Pricing Workbook	Exhibit A - Financial Health Documents	Exhibit B - Marketing Plan	Other Items: Exhibit E, F, G	Send to Committee for further review and evaluation
<b>Responding Company Names</b>	N/A	Included: Y or N	Included: Y or N	Included: Y or N	Included: Y or N	Included: Y or N	Included: Y or N	Included: Y or N	Y or N
<b>AEPA 021.5-B Disaster Recovery Services</b>									
BMS CAT, LLC	N/A	Y	Y	Y	Y	Y	Y	N	Y
ServiceMaster Restoration Services, Inc	N/A	Y	Y	Y	Y	Y	Y	Y	Y
Signal USA	N/A	Y	Y	Y	Y	Y	Y	Y	Y
	<b>Opening Date:</b>	2/24/2021			<b>Opening Time:</b>	1:11 p.m. central			
	<b>DocuSigned by:</b>								
	<i>Jane Eastes</i>								
	6D9BB132BB3040A...				<b>Witnesses:</b>	Andrew Pickens			
	Jane Eastes, AEPA Solicitation Committee Chair					Melissa Mattson			
						Lisa Truax			
						Jane Eastes			
						John Tortelli			
						Thomas Kim			
						Anna Marie Hollander			
						George Wilson			
						Ken Swink			

**Association of Educational Purchasing Agencies**  
**Tabulation Report RFP #021.5-B - Disaster Recovery**  
**Remediation Services**  
**Vendor: BMS CAT, LLC**

**General Comments:** We are a little unclear on the labor multipliers. The way we calculated was the percentage multiplied by our base rates per the listed labor classification. Prevailing wages and Davis Bacon wages can change based on counties and the way a job is classified.

Thank you for the opportunity to participate. Please contact Lindsay Childs if any documentation was overlooked at 817.296.0886 or lchilds@bmscat.com.

**General Attachments:** AEPA 021.5-B Part C - Member Agency (State) Terms and Conditions - Disaster Recovery - BMS CAT signed.pdf  
AEPA 021.5-B Part D Exhibit B Marketing Plan BMS CAT.pdf  
AEPA 021.5-B Part D - Questionnaire - Disaster Recovery BMS CAT.pdf  
AEPA 021.5-B Part E - Signature Forms - Disaster Recovery - Final BMS CAT.pdf  
AEPA 021.5-B Part F - Pricing - Disaster Recovery - Final BMSCAT.xlsx



Association of Educational  
PURCHASING AGENCIES

## Part D - Questionnaire

AEPA 021.5 - B

Disaster Recovery Services

### 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. Bidders must use Part D – Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Annual Report, Marketing Plan).
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “**Part D – Questionnaire – Name of Bidding 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 Bidding Company”:**

[Company Information](#)

[Service Questionnaire](#)

[Exceptions](#)

[Deviations](#)

## Company Information

Name of Bidding Company: BMS CAT, LLC

Company Address: 5718 Airport Freeway

City, State, zip code: Haltom City, TX 76117

Website: [www.bmscat.com](http://www.bmscat.com)

Contact Person: Karee Huggins

Title: Vice President of Sales

Phone: 877.730.1948

Email: [info@bmscat.com](mailto:info@bmscat.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 bidder 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? Blackmon Mooring, BMS Catastrophe

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

Date of Incorporation: August 22, 2007

State of Incorporation: Texas

Name of President: Tom Head

Name(s) of Vice President(s): Robb Clay, Robert D. Smith, Carol Y. McConnell

Name of Treasurer: Robert D. Smith

Name of Secretary: Robert D. Smith

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

Date of Partnership: \_\_\_\_\_

State Founded: \_\_\_\_\_

Type of Partnership, if applicable: \_\_\_\_\_

Name(s) of General Partner(s): \_\_\_\_\_

Is this business individually owned?  No  Yes. If yes, complete the following:

Date of Purchase: \_\_\_\_\_

State Founded: \_\_\_\_\_

Name of Owner/Operator: \_\_\_\_\_

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

Is this business women-owned? \_\_\_\_\_ x \_\_\_\_\_ No \_\_\_\_\_ Yes

Is this business minority-owned? \_\_\_\_\_ x \_\_\_\_\_ No \_\_\_\_\_ Yes

Does this business have an Affirmative Action plan/statement? \_\_\_\_\_ No \_\_\_\_\_ x \_\_\_\_\_ Yes

### Business Headquarter Location

Business Address 5718 Airport Freeway  
 City, State, zip code Haltom City, TX 76117  
 Phone 877.730.1948  
 How long at this address? Since 2015

### Business Branch Location(s)

Branch Address 2980-C Pacific Drive  
 City, State, zip code Norcross, GA 30071  
 Branch Address 2251 Picadilly Drive, Suite C-320  
 City, State, zip code Round Rock, TX 78664  
 Branch Address 370 W. Camino Gardens Blvd.  
 City, State, zip code Boca Raton, FL 33432  
 Branch Address 28720 S. Diesel Drive, Suite #13  
 City, State, zip code Bonita Springs, FL 34135  
 Branch Address 265 Foster Street, Suite 1  
 City, State, zip code Littleton, MA 01460  
 Branch Address 273 Executive Park Dr. NE  
 City, State, zip code Concord, NC 28025  
 Branch Address 150 South Church Street, Unit E  
 City, State, zip code Addison, IL 60101  
 Branch Address 4467 Industrial Parkway  
 City, State, zip code Cleveland, OH 44135  
 Branch Address 6240 Fourwinds Drive, Suite G  
 City, State, zip code Bryan, TX 77808  
 Branch Address 1509 Blatt Blvd  
 City, State, zip code Gahanna, OH 43230  
 Branch Address 315 N. Great Southwest Pkwy  
 City, State, zip code Arlington, TX 76011  
 Branch Address 41800 Executive Drive  
 City, State, zip code Harrison Township, MI 48045  
 Branch Address 10511 Kipp Way, #400  
 City, State, zip code Houston, TX 77099  
 Branch Address 1321 North Blue Gum Street  
 City, State, zip code Anaheim, CA 92806  
 Branch Address 950 North Collier, Suite 401  
 City, State, zip code Marco Island, FL 34145  
 Branch Address 2131 Park Central Blvd. N.  
 City, State, zip code Pompano Beach, FL 33064  
 Branch Address 5144 Hickory Hollow Parkway  
 City, State, zip code Antioch, TN 37013  
 Branch Address 10 Washington Avenue, Unit #B  
 City, State, zip code Fairfield, NJ 07004  
 Branch Address 75 Maiden Lane, Suite 224



<b>City, State, zip code</b>	New York, NY 10038
<b>Branch Address</b>	1101 Enterprise Ave, #12
<b>City, State, zip code</b>	Oklahoma City, OK 73128
<b>Branch Address</b>	7337 Presidents Drive
<b>City, State, zip code</b>	Orlando, FL 32809
<b>Branch Address</b>	300 West Mitchell Street
<b>City, State, zip code</b>	Petoskey, MI 49770
<b>Branch Address</b>	1035 Executive Drive
<b>City, State, zip code</b>	Gibsonia, PA 15044
<b>Branch Address</b>	3777 Lapeer Road, Suite 3D
<b>City, State, zip code</b>	Port Huron, MI 48060
<b>Branch Address</b>	4808 Perrin Creek
<b>City, State, zip code</b>	San Antonio, TX 78217
<b>Branch Address</b>	30964 San Benito Street
<b>City, State, zip code</b>	Hayward, CA 94544
<b>Branch Address</b>	11605 East 27th Street North, Suite E
<b>City, State, zip code</b>	Tulsa, OK 74116
<b>Branch Address</b>	9055 Americana Way, Unit 26
<b>City, State, zip code</b>	Vero Beach, FL 32966
<b>Branch Address</b>	7377 Washington Blvd., #107
<b>City, State, zip code</b>	Elkridge, MD 21075

*\*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 2018, 2019, and 2020 in the United States by the various public segments.

	2018	2019	2020
K-12 (public & private), Educational Service Agencies	1,904,662.79	1,897,760.65	4,299,421.89
Higher Education Institutions	8,670,484.24	9,673,899.70	11,185,382.94
Counties, Cities, Townships, Villages	3,545,049.35	1,311,336.97	2,140,644.07
States	1,210,441.49	43,714.64	46,886.76
Other Public Sector & Non-profits	1,375,501.69	655,719.55	1,530,685.93
Private Sector	123,429,972.45	87,429,273.50	135,396,257.40
<b>Total</b>	<b>140,136,112.00</b>	<b>101,011,705.00</b>	<b>154,599,279.00</b>

## 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	Dana Schreiber	Vice President of Insurance Services	877.730.1948 817.360.3551	<a href="mailto:dschreiber@bmscat.com">dschreiber@bmscat.com</a>
Sales Manager	Karee Huggins	Vice President of Sales	877.730.1948 817.584.6118	<a href="mailto:khuggins@bmscat.com">khuggins@bmscat.com</a>
Customer & Support Manager	Lindsay Childs	Director of Development	877.730.1948 817.296.0886	<a href="mailto:lchilds@bmscat.com">lchilds@bmscat.com</a>
Distributors, Dealers, Installers, Sales Reps	Karee Huggins	Vice President of Sales	877.730.1948 817.584.6118	<a href="mailto:khuggins@bmscat.com">khuggins@bmscat.com</a>
Consultants & Trainers	Not applicable			

Technical, Maintenance & Support Services	Lindsay Childs	Director of Development	877.730.1948 817.296.0886	<a href="mailto:lchilds@bmscat.com">lchilds@bmscat.com</a>
Quotes, Invoicing & Payments	Dana Schreiber	Vice President of Insurance Services	877.730.1948 817.360.3551	<a href="mailto:dschreiber@bmscat.com">dschreiber@bmscat.com</a>
Warranty & After the Sale	Karee Huggins	Vice President of Sales	877.730.1948 817.584.6118	<a href="mailto:khuggins@bmscat.com">khuggins@bmscat.com</a>
Financial Manager	David O'Brien	Controllor	877.730.1948	<a href="mailto:dobrien@bmscat.com">dobrien@bmscat.com</a>

**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.)*

*\*All types of sales representatives are listed below for each location. Some locations have sales staff that cover more than one region (example: Bryan, Texas is near Houston, Texas and the sales staff operate represent the region)*

Number of Sales Reps	City	State
16	National Sales Team	Covers US
9	Norcross (Near Atlanta)	Georgia
11	Round Rock (Near Austin)	Texas
2	Littleton (Near Boston)	Massachusetts
6	Concord (Near Charlotte)	North Carolina
5	Wood Dale (Near Chicago)	Illinois
2	Cleveland	Ohio
22	Arlington (Near Dallas)	Texas
15	Harrison Township (Near Detroit)	Michigan
25	Houston	Texas
3	Anaheim (Near Los Angles)	California
1	Pompano Beach (Near Miami)	Florida
3	Antioch (Near Nashville)	Tennessee
2	Fairfield (Near New York)	New Jersey
8	Oklahoma City	Oklahoma
4	Orlando	Florida
1	Petoskey	Michigan
9	Gibsonia (Near Pittsburgh)	Pennsylvania
7	San Antonio	Texas
5	Hayward (Near San Francisco)	California
4	Tulsa	Oklahoma
1	Vero Beach	Florida
3	Elkridge (Near Washington DC)	Maryland

**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
Restoration & Reconstruction Office & Warehouse	Norcross (Near Atlanta)	Georgia
Restoration & Reconstruction Office & Warehouse	Round Rock (Near Austin)	Texas
Restoration & Reconstruction Office & Warehouse	Boca Raton	Florida
Restoration & Reconstruction Office & Warehouse	Bonita Springs	Florida
Restoration & Reconstruction Office & Warehouse	Littleton (Near Boston)	Massachusetts
Restoration & Reconstruction Office & Warehouse	Concord (Near Charlotte)	North Carolina
Restoration & Reconstruction Office & Warehouse	Wood Dale (Near Chicago)	Illinois
Restoration & Reconstruction Office & Warehouse	Cleveland	Ohio
Restoration & Reconstruction Office & Warehouse	Bryan	Texas
Restoration & Reconstruction Office & Warehouse	Gahanna (Near Columbus)	Ohio
Restoration & Reconstruction Office & Warehouse	Arlington (Near Dallas)	Texas

Restoration & Reconstruction Office & Warehouse	Harrison Township (Near Detroit)	Michigan
Restoration & Reconstruction Office & Warehouse	Houston	Texas
Restoration & Reconstruction Office & Warehouse	Anaheim	California
Restoration & Reconstruction Office & Warehouse	Marco Island	Florida
Restoration & Reconstruction Office & Warehouse	Pompano Beach (Near Miami)	Florida
Restoration & Reconstruction Office & Warehouse	Antioch (Near Nashville)	Tennessee
Restoration & Reconstruction Office & Warehouse	Fairfield (Near New York)	New Jersey
Marketing Center	New York	New York
Restoration & Reconstruction Office & Warehouse	Oklahoma City	Oklahoma
Restoration & Reconstruction Office & Warehouse	Orlando	Florida
Restoration & Reconstruction Office & Warehouse	Petoskey	Michigan
Restoration & Reconstruction Office & Warehouse	Gibsonia (Near Pittsburgh)	Pennsylvania
Restoration & Reconstruction Office & Warehouse	Port Huron	Michigan
Restoration & Reconstruction Office & Warehouse	San Antonio	Texas
Restoration & Reconstruction Office & Warehouse	Hayward (Near San Francisco)	California
Restoration & Reconstruction Office & Warehouse	Tulsa	Oklahoma
Restoration & Reconstruction Office & Warehouse	Vero Beach	Florida
Restoration & Reconstruction Office & Warehouse	Elkridge (Near Washington DC)	Maryland

## 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
Karee Huggins	Vice President of Sales	817.584.6118	<a href="mailto:khuggins@bmscat.com">khuggins@bmscat.com</a>
Dana Schreiber	Vice President of Insurance Services	817.360.3551	<a href="mailto:dschreiber@bmscat.com">dschreiber@bmscat.com</a>
Don Wilgus	Sales Manager – Detroit Branch	586.954.4700	<a href="mailto:dwilgus@jarvisconstruction.com">dwilgus@jarvisconstruction.com</a>

**Marketing Activities:** Describe how this business marketed its products and services to schools, nonprofit organizations and other public sector audiences in Fiscal Year 2019– 2020 (July 1 – June 30). List all conventions, conferences and other events at which this company exhibited.

*BMS CAT typically attends URMIA, University of Texas Conference, BOMA, RIMS, PLRB, ASBO (various states) and TASBO among others. However, due to COVID-19 many of these events were either canceled, postponed or held virtually.*

*Attendance of conferences is a large part of our marketing efforts most years. Unfortunately, 2020 saw a sharp decline in our attendance due to stay-at-home orders and travel restrictions. We typically attend conference at both the local and national level. Many of our branches are involved locally on various boards and committees with these organizations.*

**Cooperative Marketing:** Describe ways in which this business can collaborate with AEPA Member Agencies in marketing the bid. Submit a marketing plan, titled Exhibit B – Marketing Plan, that would entail at a minimum, the following with their response: 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, including company logos and contact information, anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract, and how the contract award will be displayed/linked on the Bidder's website.

*BMS CAT will provide co-branded collateral materials in hard copy or digital format that educate the members not only on services our company provides but on ways to prepare for a disaster. A joint rollout of BMS CAT services and processes to key contacts within AEPA will be coordinated. The rollout can be conducted in our branch locations or via video conferencing capabilities (complying with local COVID-19 directives).*

**Sales Training:** Explain how your business will educate your sales force staff on the AEPA contract including timing, methods, etc.

*BMS CAT will assist AEPA with training for facility directors, site engineers, operations managers and other individuals that would be dealing with damage issues in a facility. Training can be done via on-site group participation or via video conferencing. Compressed training and refresher classes for engineering and facilities management staff would include:*

- *Water damage mitigation and recovery*
- *Fire and smoke damage and recovery*
- *Document and library collection recovery*
- *Critical media/records recovery*
- *Mold remediation challenges*
- *Issues surrounding Indoor Air Quality*
- *Emergency planning, recovery, and business continuity*
- *Dealing with biological and contagious disease control/disinfection*
- *Dealing with remediation of hazardous materials*

*These classes are able to be conducted in a classroom situation in the various branch locations, in BMS CAT training facilities around the state of country, or done in video conference format.*

## **Environmental Initiatives**

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

*We will continue to test new methods to increase use of “green” cleaning methods. In addition, utilization of establish “green” cleaning methods will be implanted company wide. We will continue to spread the practice of using hot water for disinfection and diesel for increased equipment efficiency when appropriate.*

Describe the business’s “green” objectives (i.e. LEED, reducing footprint, etc.).

*By responding to individuals and organizations in communities that have suffered a disaster, BMS CAT can act as part of the overall “restoration” team. Support of local, state, federal, and other employees may range from non-inflated pricing to promoting accurate information flow to the public. In addition, when local resources are tapped, we will work to provide additional resources to support the redevelopment of affected communities. We are in a unique position to help devastated communities recover after a catastrophic event. That position comes with a responsibility to work in conjunction with the “restoration” team.*

## **Independent Subcontractors, Distributors, Installers, etc.**

If the Bidder is not the sole provider of all goods and services provided under this contract, the following **must be answered**:

**Selection Criteria for Independent Providers:** Describe the criteria and process by which the business selects, certifies and approves subcontractors, distributors, installers and other independent services.

*BMS CAT owns and operates all locations. We do not anticipate the use of subcontractors or independent parties but due to the unknown nature of our projects, they may be necessary in unique situations. We will work with AEPA and the member to ensure any additional subcontractors are approved.*

**Current Subcontractors, Distributors, Installers, Etc.:** 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 bid in the member agency states (listed in Part A of this IFB). Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

*BMS CAT owns and operates all locations. We do not anticipate the use of subcontractors or independent parties but due to the unknown nature of our projects, they may be necessary in unique situations. We will work with AEPA and the member to ensure any additional subcontractors are approved.*

## Disclosures

**Financial Health (REQUIRED):** AEPA requires reports that describe the financial soundness of your organization. Accepted financial reports include balance sheets and Profit & Loss statements for the past three years (2017, 2018, 2019), 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). Reports must be for the three years prior to this solicitation. Scan the report(s) into a PDF document and title as per the instructions.

**For confidentiality, respondents may choose to send the report(s) by email directly to the AEPA Executive Director, George Wilson, at [georgewilson.aepa@outlook.com](mailto:georgewilson.aepa@outlook.com). The reports will be held through the end of the protest period for the solicitation after which they will be destroyed. The pdf report(s) must be received by the AEPA Executive Director before the due date and time of the solicitation opening.**

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

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.

Legal Actions for BMS CAT, LLC:

- Chelsea Michalesko v. BMS Cat, Inc., et al – temporary laborer alleging personal injury; case resolved.
- Michael Christie v. BMS Cat, Inc., et al – temporary laborer alleging personal injury.
- Ulrich Billoin v. BMS Cat – claiming injuries due to slip and fall; case resolved.
- Catalina Vargas v. BMS Cat – claiming injury as a result of a slip and fall; case resolved.
- John Hurley v. BMS Cat, et al – claiming injury due to a forklift incident; case resolved.
- Garil Hernandez v. BMS Cat – claiming injuries due to slip and fall.
- Marlon Fernandez v. BMS Cat, Inc. – claiming injuries due to auto accident.
- Moritza Morales v. BMS Cat, Inc. – claiming injuries due to auto accident.
- Lath, Savjeev, v. BMS Cat, Inc., et al - claiming missing items; case resolved.
- Spectra Personnel Services v. BMS Cat v Spectra Personnel Services– claiming monies are owed on outstanding invoices; case resolved.
- Linda Nunez v. BMS Cat - claiming injuries due to carrying equipment
- Romain Sankar v. BMS Cat – claiming injuries as a result of BMS’ work.

## References

Provide contact information of your business’s five largest public agency customers:

Agency	Name	Title	Phone Number	Email
1. BuyBoard	Arturo Salinas	Department Director	800.695.2919	<a href="mailto:info@buyboard.com">info@buyboard.com</a>
2. Choice Partners	Charisma Tolbert	Business Services	713.696.0720	<a href="mailto:ctolbert@hcde-texas.org">ctolbert@hcde-texas.org</a>
3. Oakland Schools	Anna Marie Hollander	Procurement & Contracting Manager	248.209.2087	<a href="mailto:AnnaMarie.Hollander@oakland.K12.MI.us">AnnaMarie.Hollander@oakland.K12.MI.us</a>
4. Houston ISD	Candice Wilson	Senior Risk Manager	713-556-9229	<a href="mailto:Candice.wilson@hisd.org">Candice.wilson@hisd.org</a>
5. University of Illinois	David Boehm	Director of Building Maintenance	217.244.5902	<a href="mailto:dboehm@illinois.edu">dboehm@illinois.edu</a>

## Service Questionnaire

The following chart indicates which AEPA Member States intend to participate in this bid category. Respond to Yes/No and choice questions by using an (X). **Note: A Bidder must be *willing and able* to deliver the proposed products and/or services to 90% of the participating AEPA Member States, unless otherwise stated within Part B Technical Specifications. .**

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

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

If YES, what is the website?

Our services are inherently an emergency thus ecommerce is not typical in our industry

**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 bid will impact and determine the type and level of services required and these are identified in Part B Bid Specifications of this IFB.

Does this business have online customer support options?	<u>  x  </u>	<b>No</b>	<u>          </u>	<b>Yes</b>
Does this business have a toll-free customers support phone option?	<u>          </u>	<b>No</b>	<u>  x  </u>	<b>Yes</b>
Does this business offer local customer and support service options?	<u>  x  </u>	<b>No</b>	<u>          </u>	<b>Yes</b>

**Training:** If applicable, does this business offer customer training for the products and services sold?   x   **No**            **Yes**

If YES, describe what types/kinds of training you offer, the venues where training occurs and the location(s) of your trainers, include number of staff dedicated to training and their qualifications and hours of operation.  
*BMS CAT can offer training for how to minimize damage should a disaster occur. Should a member ever need their staff to participate in the restoration (often this occurs when staff would otherwise be out of work following a large disaster), BMS CAT has worked with many customers in the past to include engineering and custodial staff in the project.*

**Pricing:**

Is your pricing methodology guaranteed for the term of the contract?	<u>          </u>	<b>No</b>	<u>  x  </u>	<b>Yes</b>
Will you offer customized price lists to participating entities as required per the pricing terms of Part A?	<u>          </u>	<b>No</b>	<u>  x  </u>	<b>Yes</b>
Will you offer hot list pricing (optional) as described in the pricing terms of Part A?	<u>  X  </u>	<b>No</b>	<u>          </u>	<b>Yes</b>
Will you offer volume price discounts as described in the pricing terms of Part A?	<u>  x  </u>	<b>No</b>	<u>          </u>	<b>Yes</b>

**Competitiveness:** In order for your bid 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 IFB.

- 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).

*Choice Partners - November 2021 (renews annually)*

*Buyboard - September 2021 (renews annually)*

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 generally ask the customer if they are part of any co-ops and if they have a preferred contract they use. At that point we will offer the most appropriate pricing.*

**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 <b>ALL</b> (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.

<b>Shipping &amp; Handling: Orders that are \$50.00 or more shall include shipping and handling.</b> What is the flat rate your company will charge, regardless of where shipped in the continental United States, for orders less than \$50.00?	\$ N/A
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\*Our materials are used in conjunction with our work, if an agency wants to purchase supplies or materials directly, freight is charged (this is not our typical business model but we do have some customers who buy materials such as odor gels)

**Product Returns:** Does your business have a return policy?       **No**       **Yes**

If YES, describe your return policy and if you charge a restocking fee, what is it? (AEPA allows up to 15% for supplies and up to 25% for equipment).

*As a service company, returns are not part of our pricing. Should a customer have any issues with restoration provided, BMS CAT will work with the customer to resolve any concerns.*

**Payment Terms:** Will your business offer AEPA buyer's a quick pay discount?       **No**       **Yes**

If YES, what is the discount? \_\_\_\_\_ %Net

**Leasing:** Do your business offer leasing arrangements under this bid?       **No**       **Yes**

If Yes, please indicate the rate factor and other cost factors below.

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

Responsibilities of an AEPA Vendor Partner	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	x	



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.	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 Bid 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. If “no” is marked with an “X” below, complete this form by signing it at the bottom.
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 bidder’s 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 bid.

	<b>No</b> , this bidder does not have exceptions to the Terms and Conditions incorporated in Parts A and B of this IFB.
x	<b>Yes</b> , this bidder has the following exceptions to the Terms and Conditions incorporated in Parts A and/or B of this IFB.

IFB Section and Page Number	Outline Number	Term and Condition	Exception
Part A / 2	I	4 <sup>th</sup> para: Each Member Agency, along with the awarded Vendor Partner, represents, supports, and promotes the AEPA contracts within their respective state.	Insert: “shall use best efforts to” between “and” and “promotes”
Part A / 14	V	<b>Cooperative Purchasing Contracts:</b> 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 <b>will be equal to or better than</b> those offered to any individual entities or cooperatives that have equal or lesser volume.	Insert the following at the end of the first sentence “, for the same Services in comparable circumstances.”
Part A/16	V 9.	<b>Liquidated Damages:</b> 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) shall be liable for and shall 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.	Strike Entirely
Part A/17	V	<b>Experience, Proven Track Record and Past Performance Information:</b> .... 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	Insert the following after “Part B” “, to the extent Vendor Partner maintains a regional center location and/or is within a reasonable distance of Member Agency.”

Part A/18	V	<b>Indemnification:</b> 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, ...	Insert – “negligent” between “any” and “act”
Part A/20	V	<b>Liens:</b> All materials and services shall be free of all liens.	Insert before the sentence. “So long as Member Agency/Buyer/Customer has timely paid Vendor Partner in accordance with the contract terms or for Vendor Partners work performed,”
Part A/26	V	<b>Construction Products and/or Services:</b> Are associated with building, erecting, altering, repairing, installing, .....	Insert before the sentence. “To the extent Vendor Partner provides such Services, Services may be. First sentence, strike “Are”
Part A/27	V	<b>Progress Payments:</b> 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 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.	Strike the following: 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
Part A/32	V	<b>Warranty.</b> Vendor Partner warrants that all commodities, supplies, materials, equipment, software, and service delivered under this contract shall conform to the specifications of this contract.	Add the following at the end of the first sentence. “, for one year following substantial completion.
Part B/1	1.	<b>Scope of Work.</b> ... Contractor shall have the necessary resources and capabilities to perform the required services and provide the supplies, materials, equipment and labor to perform those services to all participating members states (up to 29) necessary to: ....	Insert the following language between “(up to 29) and necessary”, to the extent Vendor Partner maintains a regional center location and/or is within a reasonable distance of participating members

Part B/2	2.	<b>Anticipated AEPA Member Agency Participation</b> ... The AEPA Member Agency's contracting decision shall be final.	Modify the last sentence to read. "The AEPA Member Agency's and Vendor Partner contracting decision shall be final.
Part B/3	6.	<b>Product / Category Specific Specifications</b> Item 6.1.13: Provide itemized invoice of all charges in accordance with the scope of each project within 10 days of project completion.	Revise language: Provide itemized invoice of all charges in accordance with the scope of each project within 120 days of project completion or as soon as reasonably practicable.
Part B/4	6.	<b>Product / Category Specific Specifications</b> Item 6.1.26: Provide to Member Partner, at completion of work, a written/electronic comprehensive final report with detailed information that summarizes all covered services provided by contractor in sufficient detail to satisfy FEMA and insurance company requirements in order to maximize payment of claims and reimbursement of expenses.	Insert the following in front of the beginning of the sentence. "Upon request by Member Partner,"
Part B/4	6.	<b>Product / Category Specific Specifications</b> Item 6.1.28: Evaluate the feasibility of restoring versus replacing damaged items to be reported to customer for determination.	Insert the following in front of the beginning of the sentence. "Upon request or as agreed upon between the parties pursuant to the agreed upon scope of work,"
Part B/4	6.	<b>Product / Category Specific Specifications</b> Item 6.1.29: Provide documentation of damaged and non-restorable items.	Insert the following in front of the beginning of the sentence. "Upon request or as agreed upon between the parties pursuant to the agreed upon scope of work,"
Part B/5	7.	<b>Pricing.</b> ... The 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	Insert the following at the end of the last sentence ", for the same Services in comparable circumstances
Part B/5	7.	<b>Pricing.</b> 2 <sup>nd</sup> para/last sentence ... 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.	Strike "not to exceed" and replace with "budgetary estimate"
Part B/5	7.	<b>Pricing.</b> 3 <sup>rd</sup> para / last sentence ... 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.	Strike "not to exceed" and replace with "budgetary estimate"
Part B/5	7.	<b>Pricing. b. Progress Payments</b> Progress payments are allowed on purchases for goods and services under the following conditions: : Progress payments are allowed on purchases for goods and services	Strike the following: The Buyer and the Vendor Partner agree to the terms of the progress payments prior to issuing a purchase order; the purchase order

		<p>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 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.</p>	<p>describes the amounts to be paid and the date of payment</p>
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# Deviations

**Instructions:**

1. If “no” is marked with an “X” below, complete this form by signing it at the bottom.
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 bidder’s 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 bid.

	<b>No</b> , this bidder does not have deviations (exceptions or alternates) to the specifications listed in Part B of this IFB.
	<b>Yes</b> , this bidder has the following deviations to the specifications listed in Part B of this IFB.

Outline Number Part B	Specification (describe)	Details of Deviation



## Part E – Signature Forms

AEPA 021.5-B

Disaster Recovery Services

### 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. Once signed, place notary stamp in the delegated area on the Bid Affidavit.
4. 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).
5. 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](http://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 CFR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with AEPA.

## **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).

By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and that 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	AdH
2. Termination for Cause of Convenience	Yes	AdH
3. Equal Employment Opportunity	Yes	AdH
4. Davis-Bacon Act	Yes	AdH
5. Contract Work Hours and Safety Standards Act	Yes	AdH
6. Right to Inventions Made Under a Contract or Agreement	Yes	AdH
7. Clean Air Act and Federal Water Pollution Control Act	Yes	AdH
8. Debarment and Suspension	Yes	AdH
9. Byrd Anti-Lobbying Amendment	Yes	AdH
10. Procurement of Recovered Materials	Yes	AdH
11. Profit as a Separate Element of Price	Yes	AdH
12. General Compliance with Participating Agencies	Yes	AdH

BMS CAT, LLC

Name of Business



Signature of Authorized Representative

Tom Head

Printed Name

2/23/2021

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.

Tom Head 5718 Airport Freeway  
Authorized Representative (Please print or type) Mailing Address

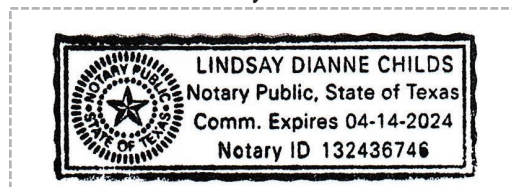
President & CEO Haltom City, Texas 76117  
Title (Please print or type) City, State, Zip

[Signature] 2/23/2021  
Signature of Authorized Representative Date

Subscribed and sworn to before me this 23 day of February

Notary Public in and for County of Tarrant State of Texas

My commission expires on 4/14/2024 Signature [Signature]



Enter Notary Stamp

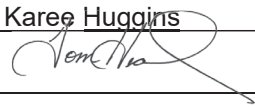


# Acceptance of Solicitation & Contract

**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.

<b>Business Name</b>	<u>BMS CAT. LLC</u>	<b>Date</b>	<u>2/23/2021</u>
<b>Address</b>	<u>5718 Airport Freeway</u>	<b>City, State Zip</b>	<u>Haltom City, Texas 76117</u>
<b>Contact Person</b>	<u>Karee Huggins</u>	<b>Title</b>	<u>Vice President of Sales</u>
<b>Authorized Signature</b>	 <u>Tom Head</u>	<b>Title</b>	<u>President &amp; CEO</u>
<b>Email</b>	<u>info@bmscat.com</u>	<b>Phone</b>	<u>877.730.1948</u>

## PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to twelve (12) months and will commence on the date indicated below and continue until February 28, 2022, unless terminated, canceled, or extended. By mutual written agreement as warranted, the contract may be extended month by month up to six (6) months or for three (3) additional 12-month periods.

**Awarding Agency** \_\_\_\_\_

**Authorized Representative** \_\_\_\_\_

<b>Awarded this</b>	<b>day of</b>	<b>Contract Number</b>
<b>Contract to commence</b>	<u>3/1/2021</u>	<b>Or</b>
<b>(Member Agency to select)</b>		

# 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 <i>(Respondent must submit documents in the required title/format)</i>	Format of Uploaded Document	Notes
	<b>Bid Bond – if Required, see Part B if applicable.</b>	Upload PDF copy. The original must be received by Lakes Country Service Cooperative by due date and time.	Send to Lakes Country Service Cooperative.
	<b>Part B – Specifications</b> <ul style="list-style-type: none"> <li>• 6.1.9 – Label as Exhibit E</li> <li>• 6.1.11 – Label as Exhibit F</li> <li>• 6.1.45 – Label as Exhibit G</li> </ul>		<b>Required.</b> Not provided by AEPA, Respondent Created
	<b>Part C – State-Specific Forms – Name of Responding Company</b>	Single, Scanned PDF	<b>Required.</b> Signatures Required.
	<b>Part D - Questionnaire – Name of Responding Company</b> Includes: <ul style="list-style-type: none"> <li>• Company Information</li> <li>• Service Questionnaire</li> <li>• Exceptions</li> <li>• Deviations</li> </ul>	Single, Scanned PDF	<b>Required.</b>
	<b>Part E – Signature Forms – Name of Responding Company</b> Includes: <ul style="list-style-type: none"> <li>• Uniform Guidance “EDGAR” Certification</li> <li>• Bid Affidavit</li> <li>• Acceptance of Bid &amp; Contract Award</li> </ul>	Single, Scanned PDF	<b>Required.</b> Signatures required.
	<b>Part F – Pricing Schedule – Name of Responding Company</b>	Excel Workbook	<b>Required.</b>
	<b>Price List/Catalog – Name of Responding Company</b>	Upload PDF	<b>Required.</b>
	<b>Exhibit A – Financial Health Document(s) – Name of Responding Company</b>	Scanned PDF	<b>Required.</b> Not provided by AEPA, Respondent Created
	<b>Exhibit B – Marketing Plan – Name of Responding Company</b>	Scanned PDF	<b>Optional.</b> Not provided by AEPA, Respondent Created
	<b>Exhibit C – Warranties, Additional Services – Name of Responding Company</b>	Scanned PDF	<b>Optional.</b> Not provided by AEPA, Respondent Created
	<b>Exhibit D – Additional Discounts – Name of Responding Company</b>	Scanned PDF	<b>Optional.</b> Not provided by AEPA, Respondent Created

# MARKETING PLAN

BMS CAT will provide co-branded collateral materials in hard copy or digital format that educate the members not only on services our company provides but on ways to prepare for a disaster. A joint rollout of BMS CAT services and processes to key contacts within AEPA will be coordinated. The rollout can be conducted in our branch locations or via video conferencing capabilities (complying with local COVID-19 directives).

We currently use a company intranet to ensure consistent marketing materials are distributed to all branches with downloadable files for easy transmission. Additionally, BMS CAT has a centralized purchasing program for branches to obtain hard copies of marketing materials. The marketing materials produced can be tailored to meet AEPA marketing guidelines including logos, website and contact information.

BMS CAT agrees to participate in and offer limited sponsorship of trade shows, marketing events and training seminars pertaining to recovery competencies and emergency planning. The goal of these events is to create an effective channel of communications to encourage current and potential members to understand the value of AEPA and the offerings of BMS CAT.

BMS CAT is able to participate in these events in our various branch locations based on proximity to our locations as listed in this RFP.

Our website is maintained by our marketing department can be updated with information internally. We currently have a dedicated page to our affiliations. <https://www.bmscat.com/about-us/resources/bmscat-industry-affiliations/>

## Roll Out of Services:

BMS CAT would also conduct a video conference to rollout the program internally to all General Managers, Sales Managers, Project Coordinators, and Priority Response Coordinators in order to have a clear understanding of the program and the process internally. Effective interaction and communications with AEPA will be key to a successful marketing plan.

## Training and Continuing Education:

BMS CAT will assist AEPA with training for facility directors, site engineers, operations managers and other individuals that would be dealing with damage issues in a facility. Training can be done via on-site group participation or via video conferencing. Compressed training and refresher classes for engineering and facilities management staff would include:

- Water damage mitigation and recovery
- Fire and smoke damage and recovery
- Document and library collection recovery
- Critical media/records recovery
- Mold remediation challenges
- Issues surrounding Indoor Air Quality
- Emergency planning, recovery, and business continuity
- Dealing with biological and contagious disease control/disinfection

- Dealing with remediation of hazardous materials

These classes are able to be conducted in a classroom situation in the various branch locations, in BMS CAT training facilities around the state of country, or done in video conference format.

Member and Potential Member Marketing: BMS CAT will make a commitment to utilize the Priority Response Coordinators in the various markets to make marketing calls to the current membership. Face to face meetings with AEPA sales and marketing personnel would be an effective path for members and potential members to understand the advantages of participation in the program.

Interaction with various organizations that can favorably reflect on AEPA and BMS CAT is a goal of the marketing plan.



**Association of Educational Purchasing Agencies**  
**Tabulation Report RFP #021.5-B - Disaster Recovery**  
**Remediation Services**  
**Vendor: ServiceMaster Restoration Services Inc.**

**General Comments:** ServiceMaster of Saint Cloud, Inc. would like to thank the AEPA for this opportunity to bid. If there are any questions, please reach out to us.

**General Attachments:** AEPA 021.5-B Part C- State-Specific Forms- ServiceMaster of Saint Cloud, Inc..pdf  
AEPA 021.5-B Part D - Questionnaire - Disaster Recovery.pdf  
AEPA 021.5-B Part E - Signature Forms - Disaster Recovery.pdf  
Exhibit A - Financial Health Document - ServiceMaster of Saint Cloud, Inc..pdf  
Exhibit B Marketing Plan ServiceMaster.pdf  
Exhibit C - Warranties, Additional Services- ServiceMaster of Saint Cloud, Inc..pdf  
Exhibit D - Additional Discounts - ServiceMaster of Saint Cloud, Inc..pdf  
Exhibit E - 6.1.9 - ServiceMaster of Saint Cloud, Inc..pdf  
Exhibit F - 6.1.11 - ServiceMaster of Saint Cloud, Inc..pdf  
Exhibit G - 6.1.45 - ServiceMaster of Saint Cloud, Inc..pdf  
Part F Pricing Schedule - ServiceMaster of Saint Cloud, Inc..xlsx



Association of Educational  
PURCHASING AGENCIES

**Part D - Questionnaire**  
**AEPA 021.5 - B**  
**Disaster Recovery Services**

**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. Bidders must use Part D - Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Annual Report, Marketing Plan).
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled "**Part D - Questionnaire - Name of Bidding 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 Bidding Company**":

**Company Information**  
**Service Questionnaire**  
**Exceptions**  
**Deviations**

## Company Information

Name of Bidding Company: ServiceMaster of Saint Cloud, Inc.

Company Address: 501 17th Ave N

City, State, zip code: Saint Cloud, MN 56303

Website: servicemasterps.com

Contact Person: Trent Herman

Title: National Sales & Marketing Manager

Phone: 4373 320-292-

Email: trenth@svmps.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 bidder 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 1979

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: June 22, 1979

State of Incorporation: Minnesota

Name of President: Kendall Dahlquist

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

Name of Treasurer: Carrie Pyle

Name of Secretary: Trent Negaard

Is this business a partnership?  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?  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?  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 501 17th Ave N  
 City, State, zip code Saint Cloud, MN 56303  
 Phone 800-245-4622  
 How long at this address? \_\_\_\_\_

**Business Branch Location(s)**

Branch Address Please see next page for Business Branch Locations.  
 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 2018, 2019, and 2020 in the United States by the various public segments.

	2018	2019	2020
K-12 (public & private), Educational Service Agencies	\$1,000,000	\$2,100,000	\$3,000,000
Higher Education Institutions	\$75,000	\$150,000	\$325,000
Counties, Cities, Townships, Villages	\$300,000	\$450,000	\$150,000
States	\$100,000	\$80,000	\$100,000
Other Public Sector & Non-profits	\$85,000	\$120,000	\$90,000
Private Sector	\$15,000,000	\$16,000,000	\$16,000,000
<b>Total</b>	<b>\$16,560,000</b>	<b>\$21,000,000</b>	<b>\$19,665,000</b>

**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	John Schmainda	Operations Manager	320-333-6025	jschmainda@srmcat.com
Sales Manager	Trent Herman	Sales Manager	320-292-4373	trenth@svmps.com
Customer & Support Manager	Angelica Gomez	Marketing Assistant	575-265-8330	angelicag@svmps.com
Distributors, Dealers, Installers, Sales Reps	Julian Hogoboom	Project Manager	320-248-5480	julianh@svmps.com
	Brian Fischer	Project Manager	320-423-6052	brianf@svmps.com
Consultants & Trainers	Fred McGuire	CE Trainer	320-333-5383	fredm@svmps.com

Technical, Maintenance & Support Services	Doug Jones	Owner	218-556-0604	dougj@svmps.com
Quotes, Invoicing & Payments	Carrie Pyle	Owner	320-333-9739	carrlep@svmps.com
Warranty & After the Sale	Trent Negaard	Owner	320-894-1257	trentn@svmps.com
Financial Manager	Andrew Dudek	Controller	320-493-9339	andrewd@svmps.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
Aaron Teschner	Saint Cloud	Minnesota
Maxwell Bilz	Saint Cloud	Minnesota
Mark Randall	Saint Cloud	Minnesota
Brad Hegman	Minneapolis	Minnesota
Wayne Semered	Saint Cloud	Minnesota
Boris Erlikh	San Francisco	California
Brandon Tech	Atlanta	Georgia
Bob Shaffer	Seattle	Washington
Maria Benway	Boston	Massachusetts
Kevin Klee	New York	New York
Stan Hollibaugh	Houston	Texas
Mike Soukup	Chicago	Illinois
Leslie Boley	Kansas City	Missouri
Marisa Sagil	Los Angeles	California
Robert Harrison	Memphis	Tennessee
Dave Pruitt	New London	Connecticut
Hilton Brown	Los Angeles	California
Jeanetta Favour	Miami	Florida

**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
Service/Support/Distribution	Saint Cloud	Minnesota
Service/Support	Maple Grove	Minnesota
Service/Support	Willmar	Minnesota
Service/Support	Hutchinson	Minnesota
Service/Support	Marshall	Minnesota
Service/Support	Bemidji	Minnesota
Service/Support	Park Rapids	Minnesota
Distribution	Seattle	Washington
Distribution	San Francisco	California
Distribution	Los Angeles	California
Distribution	Kansas City	Missouri
Distribution	Downers Grove	Illinois
Distribution	Memphis	Tennessee
Distribution	Kingwood	Texas
Distribution	Fortson	Georgia
Distribution	Stamford	Connecticut
Distribution	Framingham	Massachusetts

## 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
Trent Herman	National Sales & Marketing	320-292-4373	trenth@svmmps.com
Angelica Gomez	Marketing Assistant	575-265-8330	angelicag@svmmps.com
Fred McGuire	CE Trainer	320-333-5383	fredm@svmmps.com
Aaron Teschner	Sales	320-293-1216	aaront@svmmps.com

**Marketing Activities:** Describe how this business marketed its products and services to schools, nonprofit organizations and other public sector audiences in Fiscal Year 2019– 2020 (July 1 – June 30). List all conventions, conferences and other events at which this company exhibited.

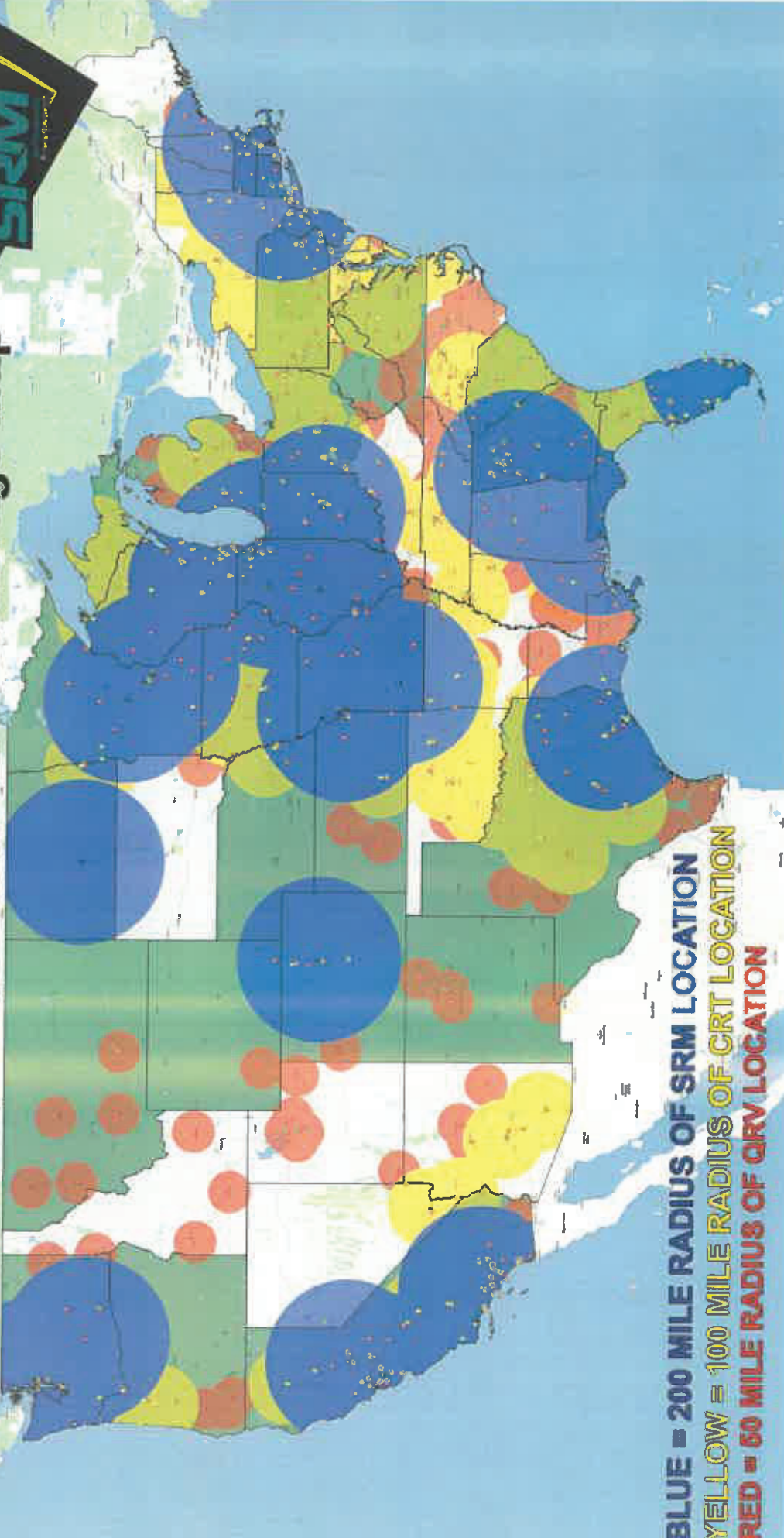
ServiceMaster of Saint Cloud, Inc. marketed our services to schools, nonprofit organizations, and other public sector audiences through a variety of activities in 2019-2020.

- Continuous Constant Contact Email Campaign
- Social Media Outlets which include Facebook, Twitter, Instagram, LinkedIn, YouTube.
- Newsletters within organizations such as MASMS, BOMA, MMHA, GRRAA
- Local and Regional Newspapers
- Due to COVID Restrictions after March of 2020 unable to do conventions conferences and other events.
- Participated in organizations weekly/monthly/quarterly virtual meetings due to COVID restrictions.
- Hyperlinked our content to many of the organizations that we are currently a preferred vendor.
- MASMS Golf Event
- MASMS Convention
- 2019 MN CARH Conference
- MMHA
- PLRB Regional Adjusters Conference
- Advertised in organizational member directories.

**Cooperative Marketing:** Describe ways in which this business can collaborate with AEPA Member Agencies in marketing the bid. Submit a marketing plan, titled Exhibit B – Marketing Plan, that would entail at a minimum, the following with their response: 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, including company logos and contact information, anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract, and how the contract award will be displayed/linked on the Bidder's website.

Office Name	Address	City	State	Zip Code
Saint Cloud - Headquarters	501 17th Ave N	Saint Cloud	MN	56303
Maple Grove	10900 73rd Ave N, Suite 106	Maple Grove	MN	55369
Willmar	1401 15th St SE #106	Willmar	MN	56201
Hutchinson	945 5th Ave SE #3	Hutchinson	MN	55350
Marshall	100 Hwy 59 N	Marshall	MN	56258
Bemidji	51584 279th Ave	Bemidji	MN	56601
Park Rapids	1604 Commerce Ave S	Park Rapids	MN	56470
Seattle	1600 132nd Ave NE	Bellevue	WA	98005
San Francisco	2121 Diamond Blvd	Concord	CA	94520
Los Angeles	10881 La Tuna Cyn Rd	Sun Valley	CA	91352
Kansas City	11632 Grandview Rd	Kansas City	MO	64137
Chicago	2400 Wisconsin Ave	Downers Grove	IL	60515
Memphis	150 Peabody Place	Memphis	TN	38103
Houston	801 Russell Palmer Rd	Kingwood	TX	77339
Atlanta	8301 Fortson Rd	Fortson	GA	31808
New York	76 Viaduct Rd	Stamford	CT	06907
Boston	350 Union Ave	Framingham	MA	01702
Fargo	2210 Shiloh	West Fargo	ND	58078
Sioux Falls	1201 N Carla Ave	Tea	SD	57064
Omaha	13510 Giles Rd	Omaha	NE	68138
Oklahoma City	4355 N Santa Fe Ave	Oklahoma City	OK	73118
Tulsa	8833 E Pine St	Tulsa	OK	74115
Syracuse	7447 Thompson Rd	North Syracuse	NY	13212
Charleston	3228 Industry Dr.	North Charleston	SC	29418
Pensacola	3636 North L St.	Pensacola	FL	32505
Daytona Beach	560 Parque Dr.	Ormond Beach	FL	32174
Cleveland	33851 Curtis Blvd	Eastlake	OH	44095
Denver	3250 Quentin St., #100	Aurora	CO	80011
Miami	14350 NW 56th Ct	Miami	FL	33054

# ServiceMaster/AEPA Coverage Map



**BLUE = 200 MILE RADIUS OF SRM LOCATION**  
**YELLOW = 100 MILE RADIUS OF CRT LOCATION**  
**RED = 50 MILE RADIUS OF QRV LOCATION**



**Sales Training:** Explain how your business will collaborate with our sales and support teams on the AEPA contract including timing, methods, etc.

- Upon receiving the award on or before April 1<sup>st</sup>, 2021 of the preferred vendor contract for disaster recovery services we would educate our sales and support team as to the details of the contract provided to us via the RFP. Emphasizing the content of parts A, B, C and F prior to the start of the contract.
- If there are any specific Member Agency requests, we would be sure to make all vested parties privileged to that information.

## **Environmental Initiatives**

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

- Does ServiceMaster National Sponsor any sports events, sports teams?
  - We sponsor the Farmer's Insurance Open on a national basis (we have had some national social posts recently created for this that highlight aspects of the sponsorship recently as it was last weekend, that could be easily located on our national facebook and Instagram if having a snip of that would help add something visual! We do not currently sponsor any additional sport events, though we have been approached about some additional golf sponsorships.
- Does ServiceMaster have a national ad campaign?
  - Yes! We have lots of national activity going on currently, with significant incremental activation planned for the rest of the year. We love digital, because it allows us to get pretty granular and be there for a customer at their moment of need. Our digital plan this year is comprised of always-on/evergreen tactics as well as a significant devotion to test & learns for new channels.
    - Evergreen: Paid Search (also supporting Google Local Service Ad creation with our franchisees), Display (primarily remarketing), Paid Social (primarily remarketing), OTT. OTT (Over the Top) is essentially advertising on streaming platforms. What we like is that it is a driver of brand awareness, but specifically targeted to those that the message is relevant to. We tested this tactic in 2020 and the results were truly phenomenal. We did a brand lift study with the test through Roku and every KPI measured performed 2X or higher than benchmark. As a result, we have secured significant incremental investment to blow this tactic out in 2021 (with additional creative assets, as well).
    - Test & Learn: We are seeking to explore additional channels by which to reach customers in their moment of need. We are developing tests to explore different social media (pinterest, next door) and even explore opportunities to deliver a message on reddit to relevant subreddits. As part of the video production for OTT we are also getting various cutoverns—We'd like to use these to test performance of Youtube Pre-roll. We will also be looking to test Hight Impact Units in display that are weather triggered. If this goes well, it could then snowball into a test for dynamic creative optimization! The goal here is not to just try some new stuff, it is to get rapid learnings so that we are constantly improving our Marketing mix and reaching customers in their moment of need.

- The other component to our marketing plan this year is establishing some tentpole events throughout the year to build out a big bet campaign. We have not landed on a specific event, yet, but I'll give you an example with one of the events we are considering. National Preparedness Month is in September and is a topic that we have expertise in. A big bet campaign around this month would involve a PR initiative designed to create large amounts of buzz, which encompasses various potential digital activations (social, takeover of a web page/platform, etc), and could potentially involve 1<sup>st</sup> party data collection to provide an additional value and outreach to those who have engaged with us.

**Describe the businesses "Green" objectives (I.e: Lead, Reducing Footpring, etc.)** The Green Seal Standard for Commercial and Institutional Cleaning Services, GS-42, establishes requirements for cleaning service providers of commercial, public, and institutional buildings, including in-house and external cleaning services, to ensure a quality operation carried out by a highly trained workforce skilled in effective green cleaning practices. Custodial teams meet requirements for building-specific operating procedures, sustainable purchasing, employee training, and tenant communications to ensure a safer, cleaner, healthier building for custodial teams and building occupants.

**Independent Subcontractors, Distributors, Installers, etc.** If the Bidder is not the sole provider of all goods and services provided under this contract, the following must be answered:

**Selection Criteria for Independent Providers:** Describe the criteria and process by which the business selects, certifies and approves subcontractors, distributors, installers and other independent services.

ServiceMaster of Saint Cloud Inc. uses the following criteria in selecting subcontractors. Past relationship, referral from business partner, adequate insurance (COI), industry reputation, testimonials, and work history. Upon selecting a subcontractor we provide them with the below agreement between ServiceMaster of Saint Cloud and said subcontractor.

**Current Subcontractors, Distributors, Installers, Etc.:** 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 bid in the member agency states (listed in Part A of this IFB). Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

ServiceMaster of Saint Cloud Inc. has an extensive list of subcontractors shown here are some that would assist in the types of work outlined in this bid. When performing fire and water damage mitigation and mold remediation ServiceMaster of Saint Cloud Inc would utilize our resources applicable to each market.

**Vendor**

5 STAR PLUMBING, HEATING & AIR  
ACTION COMPANY, INC  
BERTRAM ELECTRIC INC  
BEST PORTABLE TOILETS  
CAPITAL CITY REFUSE, INC  
CROSSROADS RESTORATION SERVICES LLC  
DICK'S/LAKEVILLE SANITATION, INC  
DL ELECTRIC  
DUCTZ OF NE METRO ST PAUL  
ELECTRONIC RESTORATION SERVICES, INC  
ERICKSON PLUMBING & HEATING OF MN  
EVANS GARMENT RESTORATION  
FABER ELECTRIC LLC  
FIRST NATION ELECTRIC  
FRSTEAM BY ANDERSON TECHNICAL RESTORATION  
GP ENGINEERING  
H&S HEATING & A/C RESIDENTIAL & SERVICE L  
HENDRICKSON AND SONS PLUMBING, LLC  
INDUSTRIAL HYGIENE CONSULTING, CORP  
J & R ELECTRIC INC  
JIM'S MILLE LACS DISPOSAL INC  
JONES CONSTRUCTION SERVICES INC.  
KEN'S GRANITE CITY SEWER SERVICE  
KLABUNDE ELECTRIC INC.  
KRAEMER HEATING & A/C, LLC  
LANE'S ELECTRIC LLC  
LANEY'S MECHANICAL INC  
LEGACY SERVICES CORPORATION  
LINDSTROM RESTORATION  
MARK'S ELECTRIC  
MIDWEST DRY ICE BLASTING INC.  
MOEN PORTABLE TOILETS  
NELSON SANITATION & RENTAL INC  
NEW ERA RENOVATIOIN LLC  
NORSE GARMENT RESTORATION  
POLAR BLAST INC  
PORT ABLE JOHN RENTAL & SERVICE INC

PURPLE ROLLOFF  
RYAN ELECTRIC INC.  
SCHAAP SANITATION  
STEVE'S SANITATION INC.  
THUMPER POND  
TOM KRAEMER INC  
VCI ENVIRONMENTAL, INC  
VOSIKA PORTABLE TOILET RENTAL  
WAGNER PLUMBING & HEATING  
WEIDNER'S PLUMBING & HEATING CO.  
ZAFFKE PLUMBING

## Disclosures

**Financial Health (REQUIRED):** AEPA requires reports that describe the financial soundness of your organization. Accepted financial reports include balance sheets and Profit & Loss statements for the past three years (2017, 2018, 2019), 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). Reports must be for the three years prior to this solicitation. Scan the report(s) into a PDF document and title as per the instructions.

For confidentiality, respondents may choose to send the report(s) by email directly to the AEPA Executive Director, George Wilson, at [georgewilson.aepa@outlook.com](mailto:georgewilson.aepa@outlook.com). The reports will be held through the end of the protest period for the solicitation after which they will be destroyed. The pdf report(s) must be received by the AEPA Executive Director before the due date and time of the solicitation opening.

Legal: Does this business have actions currently filed against it?  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. Ventura School District	Eric Reynolds	Director Risk Management	805-641-5000 X1246	eric.reynolds@venturausd.org
2. Trinity Catholic Schools	Steve Glasser	President	701-483-6083	steve.glasser@k12.nd.us
3. League of Minnesota Cities	Erik Arntsen	Adjuster	612-500-3008	earntsen@lmc.org
4. Vision Ease Worldwide	Richard Faber	Vice President	763-506-5027	n/a
5. Whitfield School District	Josh McNaughton	Principal/Teacher	207-549-7691	jmcnaugh@psd.org

## Service Questionnaire

The following chart indicates which AEPA Member States intend to participate in this bid category. Respond to Yes/No and choice questions by using an (X). **Note: A Bidder must be willing and able to deliver the proposed products and/or services to 90% of the participating AEPA Member States, unless otherwise stated within Part B Technical Specifications.**

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

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

If YES, what is the website?

servicemasterps.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 bid will impact and determine the type and level of services required and these are identified in Part B Bid Specifications of this IFB.

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

**Training:** If applicable, does this business offer customer training for the products and services sold? \_\_\_\_\_ No X Yes

If YES, describe what types/kinds of training you offer, the venues where training occurs and the location(s) of your trainers, include number of staff dedicated to training and their qualifications and hours of operation.

Continuing Education Classes include Biohazards Claims, Claims, Ethics, Fire Claims, Hoarding Claims, Mold Claims, Packouts, and Water Claims.

**Pricing:**

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

Will you offer customized price lists to participating entities as required per the pricing terms of Part A? \_\_\_\_\_ No X Yes

Will you offer hot list pricing (optional) as described in the pricing terms of Part A? X No \_\_\_\_\_ Yes

Will you offer volume price discounts as described in the pricing terms of Part A? X No \_\_\_\_\_ Yes

**Competitiveness:** In order for your bid 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 IFB.

\_\_\_\_\_ 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 \_\_\_\_\_ 5%

**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).

<Enter Response Here>

State of Minnesota Contract-No expiration, University of Minnesota

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)?

***<If we are awarded the AEPA contract, we will always lead with the AEPA program with all marketing and sales efforts. Our proposed contract to the AEPA is the lowest cooperative purchasing program that currently exists.>***

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**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.
X	The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs are added to the adjusted AEPA Member Agency's price.
X	The pricing for the products and/or services includes ALL (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.

<b>Shipping &amp; Handling:</b> Orders that are \$50.00 or more shall include shipping and handling. What is the flat rate your company will charge, regardless of where shipped in the continental United States, for orders less than \$50.00?	<b>\$0.00</b>
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**Product Returns:** Does your business have a return policy?     X     No     Yes

If YES, describe your return policy and if you charge a restocking fee, what is it? (AEPA allows up to 15% for supplies and up to 25% for equipment).

**Payment Terms:** Will your business offer AEPA buyer's a quick pay discount?

✓     No     Yes

If YES, what is the discount? \_\_\_\_\_ %Net

**Leasing:** Do your business offer leasing arrangements under this bid?

✓     No     Yes

If Yes, please indicate the rate factor and other cost factors below.

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

Responsibilities of an AEPA Vendor Partner	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 Bid 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. If "no" is marked with an "X" below, complete this form by signing it at the bottom.
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 bidder's 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 bid.

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

IFB Section and Page Number	Outline Number	Term and Condition	Exception

*Kendall Dahlquist*

# Deviations

**Instructions:**

1. If "no" is marked with an "X" below, complete this form by signing it at the bottom.
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 bidder's 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 bid.

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

Outline Number Part B	Specification (describe)	Details of Deviation

*Kendall Dahlquist*



Association of Educational  
PURCHASING AGENCIES

**Part E – Signature Forms**  
**AEPA 021.5-B**  
**Disaster Recovery Services**

**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. Once signed, place notary stamp in the delegated area on the Bid Affidavit.
4. 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).
5. 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](http://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 CFR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with AEPA.

## **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).

By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and that 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	KD
2. Termination for Cause of Convenience	YES	KD
3. Equal Employment Opportunity	YES	KD
4. Davis-Bacon Act	YES	KD
5. Contract Work Hours and Safety Standards Act	YES	KD
6. Right to Inventions Made Under a Contract or Agreement	YES	KD
7. Clean Air Act and Federal Water Pollution Control Act	YES	KD
8. Debarment and Suspension	YES	KD
9. Byrd Anti-Lobbying Amendment	YES	KD
10. Procurement of Recovered Materials	YES	KD
11. Profit as a Separate Element of Price	YES	KD
12. General Compliance with Participating Agencies	YES	KD

ServiceMaster of St. Cloud Inc.

Name of Business

*Kendall Dahlquist*

Signature of Authorized Representative

Kendall Dahlquist

Printed Name

2/9/2021

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 whatsoever, 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.

KENDALL DAHERQUIST  
Authorized Representative (Please print or type)

Sol 17<sup>th</sup> Ave No.  
Mailing Address

President  
Title (Please print or type)

St. Cloud MN 56303  
City, State, Zip

[Signature]  
Signature of Authorized Representative

2-10-21  
Date

Subscribed and sworn to before me this 10<sup>th</sup>

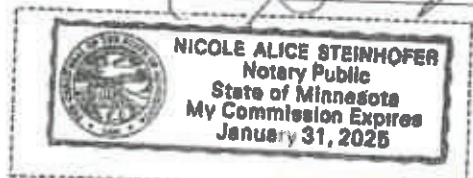
day of February

Notary Public in and for County of Stearns

State of Minnesota

My commission expires on 01/31/2025

Signature [Signature]





## 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.

<b>Business Name</b>	<u>ServiceMaster of St. Cloud Inc.</u>	<b>Date</b>	<u>2/9/2021</u>
<b>Address</b>	<u>501 17<sup>th</sup> Ave North</u>	<b>City, State Zip</b>	<u>St. Cloud, MN 56303</u>
<b>Contact Person</b>	<u>Trent Herman</u>	<b>Title</b>	<u>National Sales &amp; Marketing Manager</u>
<b>Authorized Signature</b>	<u><i>Trent Herman</i></u>	<b>Title</b>	<u>National Sales &amp; Marketing Manager</u>
<b>Email</b>	<u>trenth@svmps.com</u>	<b>Phone</b>	<u>320-292-4373</u>

### PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to twelve (12) months and will commence on the date indicated below and continue until February 28, 2022, unless terminated, canceled, or extended. By mutual written agreement as warranted, the contract may be extended month by month up to six (6) months or for three (3) additional 12-month periods.

**Awarding Agency** \_\_\_\_\_

**Authorized Representative** \_\_\_\_\_

<b>Awarded this</b>	<b>day of</b>	<b>Contract Number</b>
<b>Contract to commence</b>	<u>3/1/2021</u>	<b>Or</b>
<b>(Member Agency to select)</b>		

## 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 <i>(Respondent must submit documents in the required title/format)</i>	Format of Uploaded Document	Notes
N/A	<b>Bid Bond - if Required, see Part B if applicable.</b>	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	<b>Part B - Specifications</b> <ul style="list-style-type: none"> <li>• 6.1.9 - Label as Exhibit E</li> <li>• 6.1.11 - Label as Exhibit F</li> <li>• 6.1.45 - Label as Exhibit G</li> </ul>		<b>Required.</b> Not provided by AEPA, Respondent Created
X	<b>Part C - State-Specific Forms - Name of Responding Company</b>	Single, Scanned PDF	<b>Required.</b> Signatures Required.
X	<b>Part D - Questionnaire - Name of Responding Company</b> Includes: <ul style="list-style-type: none"> <li>• Company Information</li> <li>• Service Questionnaire</li> <li>• Exceptions</li> <li>• Deviations</li> </ul>	Single, Scanned PDF	<b>Required.</b>
X	<b>Part E - Signature Forms - Name of Responding Company</b> Includes: <ul style="list-style-type: none"> <li>• Uniform Guidance "EDGAR" Certification</li> <li>• Bid Affidavit</li> <li>• Acceptance of Bid &amp; Contract Award</li> </ul>	Single, Scanned PDF	<b>Required.</b> Signatures required.
X	<b>Part F - Pricing Schedule - Name of Responding Company</b>	Excel Workbook	<b>Required.</b>
N/A	<b>Price List/Catalog - Name of Responding Company</b>	Upload PDF	<b>Required.</b>
X	<b>Exhibit A - Financial Health Document(s) - Name of Responding Company</b>	Scanned PDF	<b>Required.</b> Not provided by AEPA, Respondent Created
X	<b>Exhibit B - Marketing Plan - Name of Responding Company</b>	Scanned PDF	<b>Optional.</b> Not provided by AEPA, Respondent Created
N/A	<b>Exhibit C - Warranties, Additional Services - Name of Responding Company</b>	Scanned PDF	<b>Optional.</b> Not provided by AEPA, Respondent Created
X	<b>Exhibit D - Additional Discounts - Name of Responding Company</b>	Scanned PDF	<b>Optional.</b> Not provided by AEPA, Respondent Created



**Exhibit F – 6.1.11 – ServiceMaster of Saint Cloud Inc.**



ServiceMaster Recovery  
Management  
501 17th Ave N  
St. Cloud MN, 56303  
800-245-4622

An independent business licensed to  
service you by ServiceMaster Recovery  
Management.

## **Project Manager Report**

**Project Name:** [REDACTED] Unified School District

**Date of report:** 1.1.2018

**Author of report:** John Schmalinda

**Day Shift:** Yes

**Night Shift:** No

### **Description of tasks completed by Day Shift:**

[REDACTED]  
Phase 1 - Interior Cleaning - Date Started 12/27/17 - Date Completed 12/27/17  
Phase 2 - Interior cleaning - Date Started 12/27/2017 Date Completed 12/28/18  
Passed Clearance Test - Date Passed  
Exterior Work - Date Started 1/1/18 -Date Completed 1/1/18  
Inspection per room completed

[REDACTED]  
Phase 1 Interior Cleaning - Date Start 12/18/2017 -Date Completed - 12/19/2017  
Phase 2 Interior Cleaning - 12/27/17 - Date Completed - 12/30/17  
Passed Clearance Test -Pass Date Passed - 12/22/17  
Exterior Work - Date Started -Date Completed  
Inspection per room completed

[REDACTED]  
Phase 1 Interior Cleaning - 12/18/2017 -Date Completed - 12/19/2017  
Phase 2 Interior Cleaning - Date Start 12/18/17 - Date Completed 12/20/17  
Passed Clearance Test - Pass Date Passed - 12/21/17  
Exterior Work - Date Started -Date Completed  
Inspection per room completed

[REDACTED]  
Phase 1 Interior Cleaning - 12/18/2017 -Date Completed - 12/19/2017  
Phase 2 Interior Cleaning - Date Start 12/18/17 - Date Completed 12/20/17  
Phase 3 - SRM Recleaning - Date Start - 12/28/17 - Date Completed - 12/29/17  
Passed Clearance Test - Date Passed -  
Exterior Work - Date Started -Date Completed  
Inspection per room completed  
Sand removal and replacement completed

**[REDACTED]**  
Phase 1 Interior Cleaning - Date Started 12/18/2017 - Date Completed – 12/20/17  
Phase 2 Interior Cleaning – Date Start 12/19/2017 - Date Completed – 12/23/17  
Passed Clearance Test – Date Passed – Phase 1; 12/20/17 Phase 2;  
Exterior Work - Date Started 12/19/17 -Date Completed 12/22/17  
Inspection per room completed

**[REDACTED]**  
Interior Cleaning - Date Started 12/25/17 -Date Completed 12/26/17  
Passed Clearance Test – Date Passed  
Exterior Work - Date Started -Date Completed  
Inspection per room completed

**[REDACTED]**  
Interior Cleaning - Date Started 12/21/17 -Date Completed 12/21/17  
Passed Clearance Test – Pass Date Passed - 12/22/17  
Exterior Work - Date Started 1/1/18 Date Completed - 1/1/18  
Inspection per room completed

**[REDACTED]**  
Interior Cleaning - Date Started 12/20/17 Completed -Date Completed - 12/22/17  
Passed Clearance Test – Date Passed  
Exterior Work – Date Started 12/25/17 -Date Completed 12/26/17  
Inspection per room completed

**[REDACTED]**  
Interior Cleaning - Date Started 12/20/17 Completed -Date Completed - 12/22/17  
Passed Clearance Test – Date Passed  
Exterior Work - Date Started -Date Completed  
Inspection per room completed

**[REDACTED]**  
Phase 1 - Interior Cleaning - Date Started 12/15/2017 - Date Completed 12/19/2017  
Phase 2 – interior cleaning – Date Started 12/23/2017 Date Completed – 12/28/17  
Phase 3 – Unoccupied side – Start Date 12/26.17 Date Completed - 1/1/18  
Passed Clearance Test – Pass Date Passed – 12/14/17  
Exterior Work - Date Started 12/24/17 -Date Completed 12/30/17  
Inspection per room completed

**[REDACTED]**  
Interior Cleaning - Date Started - 12/28/17 -Date Completed – 12/28/17  
Passed Clearance Test –Pass Date Passed – 12/22/17  
Exterior Work - Date Started -Date Completed  
Inspection Completed

**[REDACTED]**  
Interior Cleaning - Date Started 12/31/17 -Date Completed - 1/1/18  
Passed Clearance Test – Date Passed  
Exterior Work - Date Started -Date Completed 12/21/17  
Inspection per room completed

Interior Cleaning - Date Started 12/23/17 -Date Completed 12/24/17  
Passed Clearance Test – Date Passed  
Exterior Work - Date Started 12/21/17 -Date Completed 12/21/17  
Inspection per room completed

Interior Cleaning - Date Started 12/24/17 -Date Completed – 12/30/17  
Passed Clearance Test – Date Passed  
Exterior Work - Date Started -Date Completed  
Inspection per room Completed

Interior Cleaning (VUSD)- Date Started 12/22 -Date Completed 12/22  
Interior Cleaning (SRM) - Date Started - Date Completed  
Passed Clearance Test – Date Passed  
Exterior Work - Date Started 12/30/17 -Date Completed 12/31/17  
Inspection per room completed  
Sand removal and replacement completed

Interior Cleaning - Date Started 12/20/17 -Date Completed 12/20/17  
Passed Clearance Test – Date Passed  
Exterior Work – Date Started 1/1/18 -Date Completed  
Inspection per room completed  
Sand removal and replacement completed

Interior Cleaning - Date Started -Date Completed  
Passed Clearance Test – Date Passed  
Exterior Work - Date Started -Date Completed  
Inspection per room completed  
Sand removal and replacement completed

Interior Cleaning - Date Started 1/1/18 -Date Completed  
Passed Clearance Test – Pass Date Passed 12/22/17  
Exterior Work –Date Started 12/31/17 -Date Completed 1/1/18  
Inspection per room completed  
Sand removal and replacement completed

Interior Cleaning - Date Started -Date Completed  
Passed Clearance Test – Date Passed  
Exterior Work - Date Started -Date Completed  
Inspection per room completed

Interior Cleaning - Date Started 12/31/17 -Date Completed 1/1/18  
Passed Clearance Test – Date Passed  
Exterior Work - Date Started -Date Completed  
Inspection per room completed

Interior Cleaning - Date Started 12/27/17 -Date Completed – 12/30/17  
Passed Clearance Test –Pass Date Passed 12/22/17  
Exterior Work - Date Started 12/30/17 -Date Completed 12/30/17  
Inspection per room completed

Interior Cleaning - Date Started -Date Completed  
Passed Clearance Test – Date Passed  
Exterior Work - Date Started -Date Completed  
Inspection per room completed

Interior Cleaning - Date Started 1/1/18 -Date Completed  
Passed Clearance Test – Date Passed  
Exterior Work - Date Started 12/28/17 -Date Completed – 12/28/17  
Inspection per room completed  
Sand removal and replacement completed

Interior Cleaning (VUSD)- Date Started 12/22/17 -Date Completed 12/22/17  
Interior Cleaning (SRM) - Date Started 12/31/17 - Date Completed  
Passed Clearance Test – Date Passed  
Exterior Work - Date Started 12/28/17 -Date Completed 12/28/17  
Inspection per room completed

Interior Cleaning - Date Started 12/20/17 -Date Completed 12/20/17  
Passed Clearance Test – Pass Date Passed - 12/15/17  
Exterior Work - Date Started 12/31/17 -Date Completed 12/31/17  
Inspection per room completed  
Sand removal and replacement completed

Interior Cleaning - Date Started 12/30/17 -Date Completed  
Passed Clearance Test – Date Passed  
Exterior Work - Date Started -Date Completed

Interior Cleaning - Date Started 12/26/17 -Date Completed 1/1/18  
Passed Clearance Test – Date Passed  
Exterior Work - Date Started 12/26/17 -Date Completed 12/31/17  
Inspection per room completed  
Sand removal and replacement completed

Interior Cleaning - Date Started 12/27/2017 - Date Completed – 12/28/17  
Passed Clearance Test – Date Passed  
Exterior Work - Date Started 12/28/17 -Date Completed – 12/30/17  
Inspection per room completed



**[REDACTED]**  
Interior Cleaning - Date Started 12/18/2017 - Date Completed 12/24/17  
Passed Clearance Test – Date Passed  
Exterior Work - Date Started 12/26/17 -Date Completed – 12/30/17  
Inspection per room completed  
Sand removal and replacement completed

**[REDACTED]**  
Interior Cleaning - Date Started 12/30/17 -Date Completed  
Passed Clearance Test – Date Passed  
Exterior Work - Date Started 12/30/17 -Date Completed 1/1/18  
Inspection per room completed  
Sand removal and replacement completed

**Client Special Request:**

None

**Task planned for next Day Shift:**

Continue working on sand removal and replacement (where applicable)  
Continue working on pressure washing  
Continue cleaning at **[REDACTED]**  
Continue working at **[REDACTED]** – finishing 1/2/18  
Continue cleaning at **[REDACTED]**  
Continue cleaning at **[REDACTED]**  
Continue cleaning at **[REDACTED]**  
Start cleaning at **[REDACTED]** Elementary  
Start Cleaning at **[REDACTED]**

**Meeting Notes:**

No Meetings Occurred

**Comments or Request:**

None

**SRM Personnel: 62**

**Casual Labor: 119**

**SM Clean Personnel: 0**

**Contractors on site:**

**All In One**



**ServiceMaster Recovery Management**

501 17th Ave N - Saint Cloud, MN 56303

Telephone: (800) 245-4622

Invoice # 2021-2-2-01

Date: 2/2/2021

**Summary Of Charges**  
**11/13/2020 Through 11/30/2020**

Project: [REDACTED]

[REDACTED]

Project #: [REDACTED]

Project Type: WELDING FIRE REMEDIATION

Project Coordinator: JULIAN HOGOBOOM

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	<b>Total Labor</b>	<b>\$60,804.09</b>
	<b>Total Supplied Materials</b>	<b>7,318.85</b>
	<b>Total Supplied Equipment</b>	<b>18,687.75</b>
	<b>Total Subsistence</b>	<b>2,546.63</b>
	<b>Total Purchased Supplies</b>	<b>426.23</b>
	<b>Total Subcontractor Charges</b>	<b>11,489.60</b>
	<b>Total Amount Of All Charges</b>	<b>\$101,273.05</b>

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# *Labor Charges*

**Project:** [REDACTED]  
**Tuesday, February 2, 2021**



**ServiceMaster Recovery Management**  
501 17th Ave N - Saint Cloud, MN 56303 - Telephone: (800) 245-4622



**ServiceMaster Recovery Management**

501 17th Ave N - Saint Cloud, MN 56303 - Telephone: (800) 245-4622

**Labor Charges By Date**

Project: [REDACTED] From Friday 11/13/2020 Through Monday 11/30/2020

**Monday, November 16, 2020**

	Time In	Time Out	Lunch	Reg Rate	Reg Hours	OT Hours	OT Rate	Prem Hours	Prem Rate	Total Hours	Total Labor Charge
JULIAN HOGOBOOM	6:00	19:00	0.50	\$90.00	12.50	0.00	\$135.00	0.00	\$180.00	12.50	\$1,125.00
MARIA ERAZO	6:00	19:00	0.50	\$55.00	12.50	0.00	\$82.50	0.00	\$110.00	12.50	\$887.50
TYLER KILBRIDE	6:00	19:00	0.50	\$55.00	12.50	0.00	\$82.50	0.00	\$110.00	12.50	\$887.50
ALEX DUGGAN	6:00	19:00	0.50	\$48.00	12.50	0.00	\$72.00	0.00	\$96.00	12.50	\$600.00
ANGELA BELLO	6:00	19:00	0.50	\$48.00	12.50	0.00	\$72.00	0.00	\$96.00	12.50	\$600.00
ESTEFANIA ARROY	6:00	19:00	0.50	\$48.00	12.50	0.00	\$72.00	0.00	\$96.00	12.50	\$600.00
GRACIE STRUWE	6:00	19:00	0.50	\$48.00	12.50	0.00	\$72.00	0.00	\$96.00	12.50	\$600.00
LUCIANO CARRERO	6:00	19:00	0.50	\$48.00	12.50	0.00	\$72.00	0.00	\$96.00	12.50	\$600.00
MAKENNA MOHS	6:00	19:00	0.50	\$48.00	12.50	0.00	\$72.00	0.00	\$96.00	12.50	\$600.00
MATT WAHLGREN	6:00	19:00	0.50	\$48.00	12.50	0.00	\$72.00	0.00	\$96.00	12.50	\$600.00
NATHAN PEDERSON	6:00	19:00	0.50	\$48.00	12.50	0.00	\$72.00	0.00	\$96.00	12.50	\$600.00
SAMUEL MILLER III	16:00	19:00	0.00	\$48.00	3.00	0.00	\$72.00	0.00	\$96.00	3.00	\$144.00
TINA CAMPBELL	6:00	19:00	0.50	\$48.00	12.50	0.00	\$72.00	0.00	\$96.00	12.50	\$600.00
<b>Totals For Monday, November 16, 2020</b>					153.00	0.00		0.00		153.00	\$6,044.00

Smell Tools Usage Allowance \$207.56

Total Labor Charges For 11/16/2020 \$6,251.56

**Tuesday, November 17, 2020**

	Time In	Time Out	Lunch	Reg Rate	Reg Hours	OT Hours	OT Rate	Prem Hours	Prem Rate	Total Hours	Total Labor Charge
JULIAN HOGOBOOM	7:00	19:00	0.50	\$90.00	11.50	0.00	\$135.00	0.00	\$180.00	11.50	\$1,035.00
MARIA ERAZO	7:00	19:00	0.50	\$55.00	11.50	0.00	\$82.50	0.00	\$110.00	11.50	\$832.50
TYLER KILBRIDE	7:00	19:00	0.50	\$55.00	11.50	0.00	\$82.50	0.00	\$110.00	11.50	\$832.50
ALEX DUGGAN	7:00	19:00	0.50	\$48.00	11.50	0.00	\$72.00	0.00	\$96.00	11.50	\$552.00
ANGELA BELLO	7:00	19:00	0.50	\$48.00	11.50	0.00	\$72.00	0.00	\$96.00	11.50	\$552.00
ANTONIO SANCHEZ	6:30	19:00	0.50	\$48.00	12.00	0.00	\$72.00	0.00	\$96.00	12.00	\$976.00
ESTEFANIA ARROY	7:00	19:00	0.50	\$48.00	11.50	0.00	\$72.00	0.00	\$96.00	11.50	\$552.00
GRACIE STRUWE	7:00	19:00	0.50	\$48.00	11.50	0.00	\$72.00	0.00	\$96.00	11.50	\$552.00
JAMIEY GRIMSLEY	6:30	19:00	0.50	\$48.00	12.00	0.00	\$72.00	0.00	\$96.00	12.00	\$976.00
JUAN BENITO GARC	6:30	19:00	0.50	\$48.00	12.00	0.00	\$72.00	0.00	\$96.00	12.00	\$976.00
MAKENNA MOHS	7:00	19:00	0.50	\$48.00	11.50	0.00	\$72.00	0.00	\$96.00	11.50	\$552.00
MATT WAHLGREN	7:00	19:00	0.50	\$48.00	11.50	0.00	\$72.00	0.00	\$96.00	11.50	\$552.00
MIGUEL SANCHEZ	6:30	19:00	0.50	\$48.00	12.00	0.00	\$72.00	0.00	\$96.00	12.00	\$976.00
NATHAN PEDERSON	7:00	19:00	0.50	\$48.00	11.50	0.00	\$72.00	0.00	\$96.00	11.50	\$552.00
SAMUEL MILLER III	7:00	19:00	0.50	\$48.00	11.50	0.00	\$72.00	0.00	\$96.00	11.50	\$552.00
TINA CAMPBELL	7:00	19:00	0.50	\$48.00	11.50	0.00	\$72.00	0.00	\$96.00	11.50	\$552.00
PAUL KLOETZKE	6:00	19:00	0.50	\$39.00	12.50	0.00	\$58.50	0.00	\$78.00	12.50	\$487.50

**Tuesday, November 17, 2020**

Time In	Time Out	Lnch	Reg Rate	Reg Hours	OT Hours	OT Rate	Prem Hours	Prem Rate	Total Hours	Total Labor Charge
				199.00	0.00		0.00		199.00	\$10,083.50
Small Tools Usage Allowance \$271.44										
Total Labor Charges For 11/17/2020 \$10,354.94										

**Wednesday, November 18, 2020**

Time In	Time Out	Lnch	Reg Rate	Reg Hours	OT Hours	OT Rate	Prem Hours	Prem Rate	Total Hours	Total Labor Charge
7:00	19:00	0.50	\$90.00	11.50	0.00	\$135.00	0.00	\$180.00	11.50	\$1,035.00
7:00	18:00	0.50	\$65.00	5.50	0.00	\$82.50	0.00	\$110.00	6.50	\$302.50
7:00	19:00	0.50	\$55.00	11.50	0.00	\$82.50	0.00	\$110.00	11.50	\$832.50
7:00	19:00	0.50	\$48.00	11.50	0.00	\$72.00	0.00	\$96.00	11.50	\$652.00
7:00	18:00	0.50	\$48.00	11.50	0.00	\$72.00	0.00	\$96.00	11.50	\$652.00
8:30	18:00	0.50	\$48.00	12.00	0.00	\$72.00	0.00	\$96.00	12.00	\$678.00
7:00	19:00	0.50	\$48.00	5.50	0.00	\$72.00	0.00	\$96.00	5.50	\$284.00
7:00	19:00	0.50	\$48.00	11.50	0.00	\$72.00	0.00	\$96.00	11.50	\$652.00
7:00	18:00	0.50	\$48.00	11.50	0.00	\$72.00	0.00	\$96.00	11.50	\$652.00
6:30	19:00	0.50	\$48.00	12.00	0.00	\$72.00	0.00	\$96.00	12.00	\$678.00
7:00	17:00	0.50	\$48.00	8.50	0.00	\$72.00	0.00	\$96.00	9.50	\$466.00
7:00	19:00	0.50	\$48.00	11.50	0.00	\$72.00	0.00	\$96.00	11.50	\$652.00
8:30	19:00	0.50	\$48.00	12.00	0.00	\$72.00	0.00	\$96.00	12.00	\$678.00
7:00	19:00	0.50	\$48.00	11.50	0.00	\$72.00	0.00	\$96.00	11.50	\$652.00
7:00	19:00	0.50	\$48.00	11.50	0.00	\$72.00	0.00	\$96.00	11.50	\$652.00
7:00	19:00	0.50	\$48.00	11.50	0.00	\$72.00	0.00	\$96.00	11.50	\$652.00
7:00	19:00	0.50	\$38.00	11.50	0.00	\$57.00	0.00	\$75.00	11.50	\$448.50
Total Labor Charges For 11/18/2020 \$9,282.50										
Small Tools Usage Allowance \$247.41										
Total Labor Charges For 11/18/2020 \$9,529.91										

**Totals For Wednesday, November 18, 2020**

**Thursday, November 19, 2020**

Time In	Time Out	Lnch	Reg Rate	Reg Hours	OT Hours	OT Rate	Prem Hours	Prem Rate	Total Hours	Total Labor Charge
7:00	19:00	0.50	\$90.00	4.50	7.00	\$135.00	0.00	\$180.00	11.50	\$1,350.00
7:00	11:00	0.00	\$65.00	4.00	0.00	\$82.50	0.00	\$110.00	4.00	\$220.00
7:00	18:00	0.50	\$55.00	4.50	7.00	\$82.50	0.00	\$110.00	11.50	\$825.00
7:00	19:00	0.50	\$48.00	4.50	7.00	\$72.00	0.00	\$96.00	11.50	\$720.00
7:00	19:00	0.50	\$48.00	4.50	7.00	\$72.00	0.00	\$96.00	11.50	\$720.00
8:30	19:00	0.50	\$48.00	12.00	0.00	\$72.00	0.00	\$96.00	12.00	\$678.00
7:00	11:00	0.00	\$48.00	4.00	0.00	\$72.00	0.00	\$96.00	4.00	\$182.00
7:00	19:00	0.50	\$48.00	4.50	7.00	\$72.00	0.00	\$96.00	11.50	\$720.00
7:00	18:00	0.50	\$48.00	11.50	0.00	\$72.00	0.00	\$96.00	11.50	\$652.00
8:30	19:00	0.50	\$48.00	12.00	0.00	\$72.00	0.00	\$96.00	12.00	\$678.00
7:00	18:00	0.50	\$48.00	4.50	7.00	\$72.00	0.00	\$96.00	11.50	\$720.00
6:30	18:00	0.50	\$48.00	12.00	0.00	\$72.00	0.00	\$96.00	12.00	\$678.00
7:00	19:00	0.50	\$48.00	4.50	7.00	\$72.00	0.00	\$96.00	11.50	\$720.00
7:00	19:00	0.50	\$48.00	11.50	0.00	\$72.00	0.00	\$96.00	11.50	\$652.00
7:00	18:00	0.50	\$48.00	4.50	7.00	\$72.00	0.00	\$96.00	11.50	\$720.00

**Thursday, November 19, 2020**

Time In	Time Out	Lunch	Reg Rate	Reg Hours	OT Hours	OT Rate	Prem Hours	Prem Rate	Total Hours	Total Labor Charge
7:00	19:00	0.50	\$39.00	11.50	0.00	\$68.50	0.00	\$78.00	11.50	\$448.50
<b>Totals For Thursday, November 19, 2020</b> Small Tools Usage Allowance Total Labor Charges For 11/19/2020										
									182.00	\$10,907.50
										\$286.72
										\$11,184.22

**Friday, November 20, 2020**

Time In	Time Out	Lunch	Reg Rate	Reg Hours	OT Hours	OT Rate	Prem Hours	Prem Rate	Total Hours	Total Labor Charge
7:00	18:00	0.50	\$90.00	0.00	10.50	\$136.00	0.00	\$180.00	10.50	\$1,417.50
11:30	13:30	0.50	\$55.00	0.00	1.50	\$82.50	0.00	\$110.00	1.50	\$123.75
13:30	19:00	0.00	\$55.00	0.00	5.50	\$82.50	0.00	\$110.00	5.50	\$453.75
7:00	11:30	0.00	\$55.00	0.00	4.50	\$82.50	0.00	\$110.00	4.50	\$371.25
11:30	19:00	0.50	\$65.00	0.00	7.00	\$82.50	0.00	\$110.00	7.00	\$677.50
7:00	11:30	0.00	\$48.00	0.00	4.50	\$72.00	0.00	\$98.00	4.50	\$324.00
11:30	19:00	0.50	\$48.00	0.00	7.00	\$72.00	0.00	\$98.00	7.00	\$504.00
7:00	13:00	0.50	\$48.00	0.00	5.50	\$72.00	0.00	\$98.00	5.50	\$398.00
13:00	19:00	0.00	\$48.00	0.00	6.00	\$72.00	0.00	\$98.00	6.00	\$432.00
6:30	18:00	0.50	\$48.00	4.00	8.00	\$72.00	0.00	\$98.00	12.00	\$768.00
11:30	13:30	0.50	\$48.00	0.00	1.50	\$72.00	0.00	\$98.00	1.50	\$108.00
13:00	19:00	0.00	\$48.00	0.00	6.00	\$72.00	0.00	\$98.00	6.00	\$432.00
7:00	14:45	0.50	\$48.00	0.00	7.25	\$72.00	0.00	\$98.00	7.25	\$522.00
7:00	14:45	0.50	\$48.00	4.50	2.75	\$72.00	0.00	\$98.00	7.25	\$414.00
6:30	19:00	0.50	\$48.00	4.00	8.00	\$72.00	0.00	\$98.00	12.00	\$768.00
7:00	14:45	0.50	\$48.00	0.00	7.25	\$72.00	0.00	\$98.00	7.25	\$522.00
7:00	14:00	0.50	\$48.00	0.00	6.50	\$72.00	0.00	\$98.00	6.50	\$468.00
14:30	19:00	0.00	\$48.00	0.00	5.00	\$72.00	0.00	\$98.00	5.00	\$360.00
6:30	19:00	0.50	\$48.00	4.00	8.00	\$72.00	0.00	\$98.00	12.00	\$768.00
7:00	19:00	0.50	\$48.00	0.00	11.50	\$72.00	0.00	\$98.00	11.50	\$828.00
7:00	14:45	0.50	\$48.00	2.50	4.75	\$72.00	0.00	\$98.00	7.25	\$462.00
7:00	19:00	0.50	\$48.00	0.00	11.50	\$72.00	0.00	\$98.00	11.50	\$828.00
7:00	14:45	0.50	\$39.00	4.50	2.75	\$68.50	0.00	\$78.00	7.25	\$336.38
<b>Totals For Friday, November 20, 2020</b> Small Tools Usage Allowance Total Labor Charges For 11/20/2020										
									166.25	\$12,184.13
										\$322.99
										\$12,507.12

**Monday, November 23, 2020**

Time In	Time Out	Lunch	Reg Rate	Reg Hours	OT Hours	OT Rate	Prem Hours	Prem Rate	Total Hours	Total Labor Charge
6:00	19:00	0.50	\$90.00	12.50	0.00	\$136.00	0.00	\$180.00	12.50	\$1,125.00
6:00	14:30	0.50	\$55.00	8.00	0.00	\$82.50	0.00	\$110.00	8.00	\$440.00
14:30	19:00	0.00	\$55.00	4.50	0.00	\$82.50	0.00	\$110.00	4.50	\$247.50
6:00	14:30	0.50	\$55.00	8.00	0.00	\$82.50	0.00	\$110.00	8.00	\$440.00
14:30	19:00	0.00	\$55.00	4.50	0.00	\$82.50	0.00	\$110.00	4.50	\$247.50
6:00	14:30	0.50	\$48.00	8.00	0.00	\$72.00	0.00	\$98.00	8.00	\$384.00
14:30	19:00	0.00	\$48.00	4.50	0.00	\$72.00	0.00	\$98.00	4.50	\$216.00
6:00	19:00	0.50	\$48.00	12.50	0.00	\$72.00	0.00	\$98.00	12.50	\$900.00
6:00	19:00	0.50	\$48.00	12.50	0.00	\$72.00	0.00	\$98.00	12.50	\$900.00

**Monday, November 23, 2020**

	Time In	Time Out	Lunch	Reg Rate	Reg Hours	OT Hours	OT Rate	Prem Hours	Prem Rate	Total Hours	Total Labor Charge
MATT WAHLGREN STC Restoration Tech (RT)	8:00	19:00	0.50	\$48.00	12.50	0.00	\$72.00	0.00	\$88.00	12.50	\$600.00
TINA CAMPBELL STC Restoration Tech (RT)	8:00	19:00	0.50	\$48.00	12.50	0.00	\$72.00	0.00	\$88.00	12.50	\$600.00
<b>Totals For Monday, November 23, 2020</b>					100.00	0.00		0.00		100.00	\$5,500.00
Small Tools Usage Allowance											
Total Labor Charges For 11/23/2020											
\$5,631.24											

**Tuesday, November 24, 2020**

	Time In	Time Out	Lunch	Reg Rate	Reg Hours	OT Hours	OT Rate	Prem Hours	Prem Rate	Total Hours	Total Labor Charge
JULIAN HOGOBOOM STC Project Manager (PM)	7:00	14:00	0.50	\$90.00	6.50	0.00	\$135.00	0.00	\$180.00	6.50	\$865.00
MARIA ERAZO STC Restoration Supervisor (RS)	7:00	14:30	0.50	\$55.00	7.00	0.00	\$82.50	0.00	\$110.00	7.00	\$385.00
ALEX DUGGAN STC Restoration Tech (RT)	7:00	14:30	0.50	\$48.00	7.00	0.00	\$72.00	0.00	\$88.00	7.00	\$338.00
ANGELA BELLO STC Restoration Tech (RT)	7:00	14:30	0.50	\$48.00	7.00	0.00	\$72.00	0.00	\$88.00	7.00	\$338.00
ESTEFANIA ARROY STC Restoration Tech (RT)	7:00	14:30	0.50	\$48.00	7.00	0.00	\$72.00	0.00	\$88.00	7.00	\$338.00
MATT WAHLGREN STC Restoration Tech (RT)	7:00	14:30	0.50	\$48.00	7.00	0.00	\$72.00	0.00	\$88.00	7.00	\$338.00
TINA CAMPBELL STC Restoration Tech (RT)	7:00	14:30	0.50	\$48.00	7.00	0.00	\$72.00	0.00	\$88.00	7.00	\$338.00
<b>Totals For Tuesday, November 24, 2020</b>					48.50	0.00		0.00		48.50	\$2,860.00
Small Tools Usage Allowance											
Total Labor Charges For 11/24/2020											
\$2,711.95											

**Wednesday, November 25, 2020**

	Time In	Time Out	Lunch	Reg Rate	Reg Hours	OT Hours	OT Rate	Prem Hours	Prem Rate	Total Hours	Total Labor Charge
TYLER KILBRIDE STC Restoration Supervisor (RS)	7:45	18:15	0.50	\$55.00	11.00	0.00	\$82.50	0.00	\$110.00	11.00	\$605.00
<b>Totals For Wednesday, November 25, 2020</b>					11.00	0.00		0.00		11.00	\$605.00
Small Tools Usage Allowance											
Total Labor Charges For 11/25/2020											
\$623.15											

**Report Summary**

	Hours	Regular Amount	Overtime Amount	Total Charges
Regular	837.00	\$43,108.50		\$43,108.50
Overtime	205.75	\$10,764.75	\$5,382.38	\$16,147.13
<b>Hourly Labor Totals</b>	<b>1,042.75</b>	<b>\$53,874.25</b>	<b>\$5,382.38</b>	<b>\$59,256.63</b>

Total Hourly Labor Charges	\$59,256.63
Small Tools Usage Allowance	\$1,547.46
<b>Total Labor Charges</b>	<b>\$60,804.09</b>



# *Company Supplied Materials*

**Project:** [REDACTED]  
**Tuesday, February 2, 2021**



**ServiceMaster Recovery Management**  
501 17th Ave N - Saint Cloud, MN 56303 - Telephone: (800) 245-4622



## ServiceMaster Recovery Management

501 17th Ave N - Saint Cloud, MN 56303 - Telephone: (800) 245-4622

### Company Supplied Materials

Project: [REDACTED]

Date: 11/13/2020 Through 11/30/2020

#### Monday, November 16, 2020

Description	Units	Qty	Rate	Total	Company	Phase	Notes
Bags, Contractor (3 mil)	Box / 50	2.00	\$31.00	\$62.00	STC	STRUCTURE	
Chemical Sponges , Dry Cleaning Sponges	Each	80.00	\$4.00	\$320.00	STC	STRUCTURE	
Dust Mask, HEPA (N95)	Box / 10	1.00	\$38.70	\$38.70	STC	STRUCTURE	
Filter, Vacuum Bags, Backpack (82112)	Pkg/10	2.00	\$67.20	\$114.40	STC	STRUCTURE	
FloorStar Heavy Duty Floor & Equipment I	Gallon	1.00	\$28.31	\$28.31	STC	STRUCTURE	
Gloves, Latex / Nitrile Disposable Large (4	Box/100	3.00	\$27.50	\$82.50	STC	STRUCTURE	
Towels, Terry Towels (40555)	Dozen	20.00	\$24.66	\$493.20	STC	STRUCTURE	
WallGlide Plus (23244)* Concentrate	Gallon	5.00	\$52.80	\$264.00	STC	STRUCTURE	
<b>Total Supplied Materials Charges For 11/16/2020</b>				<b>\$1,403.11</b>			

#### Tuesday, November 17, 2020

Description	Units	Qty	Rate	Total	Company	Phase	Notes
Chemical Sponges , Dry Cleaning Sponges	Each	100.00	\$4.00	\$400.00	STC	STRUCTURE	
Filter, Vacuum Bags, Backpack (82112)	Pkg/10	7.00	\$67.20	\$400.40	STC	STRUCTURE	
Gloves, Latex / Nitrile Disposable Large (4	Box/100	1.00	\$27.50	\$27.50	STC	CONTENTS	
Towels, Terry Towels (40555)	Dozen	15.00	\$24.66	\$369.90	STC	STRUCTURE	
Towels, Terry Towels (40555)	Dozen	2.00	\$24.66	\$49.32	STC	CONTENTS	
<b>Total Supplied Materials Charges For 11/17/2020</b>				<b>\$1,247.12</b>			

#### Wednesday, November 18, 2020

Description	Units	Qty	Rate	Total	Company	Phase	Notes
Bags, Content	Each	120.00	\$0.20	\$24.00	STC	CONTENTS	
Chemical Sponges , Dry Cleaning Sponges	Each	128.00	\$4.00	\$512.00	STC	STRUCTURE	
Filter, Vacuum Bags, Backpack (82112)	Pkg/10	7.00	\$67.20	\$400.40	STC	STRUCTURE	
FloorStar Heavy Duty Floor & Equipment I	Gallon	1.00	\$28.31	\$28.31	STC	STRUCTURE	
Gloves, Latex / Nitrile Disposable Large (4	Box/100	3.00	\$27.50	\$82.50	STC	STRUCTURE	
OdorGo Room Deodorant Pro (23269)* Co	Pint	4.00	\$36.00	\$144.00	STC	STRUCTURE	
Towels, Terry Towels (40555)	Dozen	2.00	\$24.66	\$49.32	STC	CONTENTS	
Towels, Terry Towels (40555)	Dozen	28.00	\$24.66	\$690.48	STC	STRUCTURE	
WallGlide DeepClean (23534)* Concentra	Gallon	4.00	\$33.00	\$132.00	STC	STRUCTURE	
WallGlide Plus (23244)* Concentrate	Gallon	6.00	\$62.80	\$284.00	STC	STRUCTURE	
<b>Total Supplied Materials Charges For 11/18/2020</b>				<b>\$2,327.01</b>			

#### Thursday, November 19, 2020

Description	Units	Qty	Rate	Total	Company	Phase	Notes
Chemical Sponges , Dry Cleaning Sponges	Each	45.00	\$4.00	\$180.00	STC	STRUCTURE	
Filter, Air Scrubber - Pleated Secondary	Each	2.00	\$16.46	\$32.92	STC	STRUCTURE	
Filter, Vacuum Bags, Backpack (82112)	Pkg/10	7.00	\$67.20	\$400.40	STC	STRUCTURE	
FloorStar Heavy Duty Floor & Equipment I	Gallon	1.00	\$28.31	\$28.31	STC	STRUCTURE	
Gloves, Latex / Nitrile Disposable Large (4	Box/100	3.00	\$27.50	\$82.50	STC	STRUCTURE	
Gloves, Latex / Nitrile Disposable Large (4	Box/100	1.00	\$27.50	\$27.50	STC	CONTENTS	
Towels, Terry Towels (40555)	Dozen	24.00	\$24.66	\$591.84	STC	STRUCTURE	
WallGlide DeepClean (23534)* Concentra	Gallon	1.00	\$33.00	\$33.00	STC	STRUCTURE	
<b>Total Supplied Materials Charges For 11/19/2020</b>				<b>\$1,376.47</b>			

#### Friday, November 20, 2020

Description	Units	Qty	Rate	Total	Company	Phase	Notes
Filter, Vacuum Bags, Backpack (82112)	Pkg/10	5.00	\$67.20	\$286.00	STC	STRUCTURE	

**Friday, November 20, 2020**

Description	Units	Qty	Rate	Total	Company	Phase	Notes
Gloves, Latex / Nitrile Disposable Large (4	Box/100	1.00	\$27.50	\$27.50	STC	STRUCTURE	
Towels, Terry Towels (40555)	Dozen	10.00	\$24.86	\$248.60	STC	STRUCTURE	
Towels, Terry Towels (40555)	Dozen	3.00	\$24.56	\$73.98	STC	OFFICES	
<b>Total Supplied Materials Charges For 11/20/2020</b>				<b>\$634.08</b>			

**Monday, November 23, 2020**

Description	Units	Qty	Rate	Total	Company	Phase	Notes
Chemical Sponges, Dry Cleaning Sponge	Each	5.00	\$4.00	\$20.00	STC	STRUCTURE	
Filter, Vacuum Bags, Backpack (52112)	Pkg/10	1.00	\$57.20	\$57.20	STC	STRUCTURE	
Gloves, Latex / Nitrile Disposable Large (4	Box/100	2.00	\$27.50	\$55.00	STC	STRUCTURE	
WallGlide Plus (23244)* Concentrate	Gallon	1.00	\$62.80	\$62.80	STC	STRUCTURE	
<b>Total Supplied Materials Charges For 11/23/2020</b>				<b>\$186.00</b>			

**Tuesday, November 24, 2020**

Description	Units	Qty	Rate	Total	Company	Phase	Notes
Filter, Vacuum Bags, Backpack (52112)	Pkg/10	1.00	\$57.20	\$57.20	STC	CONTENTS	
Gloves, Latex / Nitrile Disposable Large (4	Box/100	1.00	\$27.50	\$27.50	STC	CONTENTS	
<b>Total Supplied Materials Charges For 11/24/2020</b>				<b>\$84.70</b>			

**Wednesday, November 25, 2020**

Description	Units	Qty	Rate	Total	Company	Phase	Notes
FiberFresh Allclean (23214)*	Gallon	1.00	\$33.08	\$33.08	STC	STRUCTURE	
FloorStar Heavy Duty Floor & Equipment I	Gallon	1.00	\$28.31	\$28.31	STC	STRUCTURE	
<b>Total Supplied Materials Charges For 11/25/2020</b>				<b>\$61.36</b>			

**Report Totals**

**Total Supplied Materials Charges** \$7,318.85

# *Company Supplied Equipment*

Project: [REDACTED]  
Tuesday, February 2, 2021



**ServiceMaster Recovery Management**  
501 17th Ave N - Saint Cloud, MN 56303 - Telephone: (800) 245-4622



## ServiceMaster Recovery Management

601 17th Ave N - Saint Cloud, MN 56303 - Telephone: (800) 245-4622

### Company Supplied Equipment

Project: XXXXXXXXXX

Date: 11/13/2020 Through 11/30/2020

Monday, November 16, 2020

Equipment Item	Qty	Rate	Total	Company	Phase	Notes
Personal Fall Protection (PFP) - Harness and	11.00	\$32.00	\$352.00	STC	STRUCTURE	
Personal Protection Equipment (Hard Hat, Go	13.00	\$13.60	\$178.80	STC	STRUCTURE	
Scrubber, Auto - Ride On	1.00	\$200.00	\$200.00	STC	STRUCTURE	
Trailer - 48' Gooseneck Heavy Duty	1.00	\$185.00	\$185.00	STC	STRUCTURE	
Vacuum, Backpack HEPA	4.00	\$125.00	\$500.00	STC	STRUCTURE	
Vehicle - Field / Supervisor (Car, 1/2 ton truck,	1.00	\$70.00	\$70.00	STC	STRUCTURE	
Vehicle - Pulling Truck 3/4 Ton +	1.00	\$160.00	\$160.00	STC	STRUCTURE	
Vehicle - Van - Cargo / Passenger	2.00	\$116.00	\$230.00	STC	STRUCTURE	
Wall Trowel (wall cleaning system)	10.00	\$22.75	\$227.50	STC	STRUCTURE	
<b>Total Charges For 11/16/2020</b>			<b>\$2,090.00</b>			

Tuesday, November 17, 2020

Equipment Item	Qty	Rate	Total	Company	Phase	Notes
Air Scrubber 2000 CFM	2.00	\$150.00	\$300.00	STC	STRUCTURE	
Light, Demo / Drop / Stand / String	4.00	\$16.00	\$60.00	STC	STRUCTURE	
Personal Fall Protection (PFP) - Harness and	4.00	\$32.00	\$128.00	STC	STRUCTURE	
Personal Protection Equipment (Hard Hat, Go	1.00	\$13.60	\$13.60	STC	CONTENTS	
Personal Protection Equipment (Hard Hat, Go	16.00	\$13.60	\$216.00	STC	STRUCTURE	
Vacuum, Backpack HEPA	7.00	\$125.00	\$875.00	STC	STRUCTURE	
Vehicle - Field / Supervisor (Car, 1/2 ton truck,	3.00	\$70.00	\$210.00	STC	STRUCTURE	
Vehicle - Van - Cargo / Passenger	2.00	\$116.00	\$230.00	STC	STRUCTURE	
<b>Total Charges For 11/17/2020</b>			<b>\$2,032.60</b>			

Wednesday, November 18, 2020

Equipment Item	Qty	Rate	Total	Company	Phase	Notes
Air Scrubber 2000 CFM	2.00	\$150.00	\$300.00	STC	STRUCTURE	
Personal Protection Equipment (Hard Hat, Go	1.00	\$13.60	\$13.60	STC	CONTENTS	
Personal Protection Equipment (Hard Hat, Go	17.00	\$13.60	\$229.50	STC	STRUCTURE	
Vacuum, Backpack HEPA	7.00	\$125.00	\$875.00	STC	STRUCTURE	
Vehicle - Field / Supervisor (Car, 1/2 ton truck,	3.00	\$70.00	\$210.00	STC	STRUCTURE	
Vehicle - Van - Cargo / Passenger	2.00	\$116.00	\$230.00	STC	STRUCTURE	
<b>Total Charges For 11/18/2020</b>			<b>\$1,868.00</b>			

Thursday, November 19, 2020

Equipment Item	Qty	Rate	Total	Company	Phase	Notes
Air Mover	12.00	\$26.00	\$312.00	STC	STRUCTURE	
Air Scrubber 2000 CFM	2.00	\$150.00	\$300.00	STC	STRUCTURE	
Hydroxyl Generator, Boss	12.00	\$200.00	\$2,400.00	STC	STRUCTURE	
Personal Protection Equipment (Hard Hat, Go	1.00	\$13.60	\$13.60	STC	CONTENTS	
Personal Protection Equipment (Hard Hat, Go	16.00	\$13.60	\$216.00	STC	STRUCTURE	
Vacuum, Backpack HEPA	1.00	\$125.00	\$125.00	STC	CONTENTS	
Vacuum, Backpack HEPA	7.00	\$125.00	\$875.00	STC	STRUCTURE	
Vehicle - Field / Supervisor (Car, 1/2 ton truck,	2.00	\$70.00	\$140.00	STC	STRUCTURE	
Vehicle - Van - Cargo / Passenger	3.00	\$116.00	\$345.00	STC	STRUCTURE	
<b>Total Charges For 11/19/2020</b>			<b>\$4,726.60</b>			

Friday, November 20, 2020

Equipment Item	Qty	Rate	Total	Company	Phase	Notes
Air Mover	12.00	\$26.00	\$312.00	STC	STRUCTURE	
Air Scrubber 2000 CFM	2.00	\$150.00	\$300.00	STC	STRUCTURE	
Hydroxyl Generator, Boss	12.00	\$200.00	\$2,400.00	STC	STRUCTURE	
Personal Protection Equipment (Hard Hat, Go	14.00	\$13.60	\$189.00	STC	STRUCTURE	
Personal Protection Equipment (Hard Hat, Go	2.00	\$13.60	\$27.00	STC	OFFICES	
Vacuum, Backpack HEPA	4.00	\$125.00	\$500.00	STC	CONTENTS	
Vacuum, Backpack HEPA	10.00	\$125.00	\$1,250.00	STC	STRUCTURE	
Vehicle - Field / Supervisor (Car, 1/2 ton truck,	1.00	\$70.00	\$70.00	STC	STRUCTURE	

**Friday, November 20, 2020**

Equipment Item	Qty	Rate	Total	Company	Phase	Notes
Vehicle - Van - Cargo / Passenger	3.00	\$115.00	\$345.00	STC	STRUCTURE	
Wall Trowel (wall cleaning system)	1.00	\$22.75	\$22.75	STC	OFFICES	
<b>Total Charges For 11/20/2020</b>			<b>\$5,415.75</b>			

**Monday, November 23, 2020**

Equipment Item	Qty	Rate	Total	Company	Phase	Notes
Personal Protection Equipment (Hard Hat, Go	9.00	\$13.50	\$121.50	STC	CONTENTS	
Vacuum, Backpack HEPA	5.00	\$125.00	\$625.00	STC	CONTENTS	
Vehicle - Field / Supervisor (Car, 1/2 ton truck,	2.00	\$70.00	\$140.00	STC	CONTENTS	
Vehicle - Van - Cargo / Passenger	1.00	\$115.00	\$115.00	STC	CONTENTS	
<b>Total Charges For 11/23/2020</b>			<b>\$1,001.50</b>			

**Tuesday, November 24, 2020**

Equipment Item	Qty	Rate	Total	Company	Phase	Notes
Vacuum, Backpack HEPA	5.00	\$125.00	\$625.00	STC	CONTENTS	
Vehicle - Field / Supervisor (Car, 1/2 ton truck,	1.00	\$70.00	\$70.00	STC	CONTENTS	
Vehicle - Pulling Truck 3/4 Ton +	1.00	\$160.00	\$160.00	STC	CONTENTS	
Vehicle - Van - Cargo / Passenger	1.00	\$115.00	\$115.00	STC	CONTENTS	
<b>Total Charges For 11/24/2020</b>			<b>\$950.00</b>			

**Wednesday, November 25, 2020**

Equipment Item	Qty	Rate	Total	Company	Phase	Notes
Extraction Unit - Truck mounted (Per 8 hours	1.00	\$475.00	\$475.00	STC	STRUCTURE	
Personal Protection Equipment (Hard Hat, Go	1.00	\$13.50	\$13.50	STC	STRUCTURE	
Vehicle - Van - Cargo / Passenger	1.00	\$115.00	\$115.00	STC	STRUCTURE	
<b>Total Charges For 11/25/2020</b>			<b>\$603.50</b>			

<b>Report Totals</b>		<b>Total Equipment Charges</b>	<b>\$18,887.75</b>
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# *Subsistence Charges*

Project: [REDACTED]  
Tuesday, February 2, 2021



**ServiceMaster Recovery Management**  
501 17th Ave N - Saint Cloud, MN 56303 - Telephone: (800) 245-4822



**ServiceMaster Recovery Management**

501 17th Ave N - Saint Cloud, MN 56303 - Telephone: (800) 245-4622

**Subsistence Charges**

Project: [REDACTED]  
All Companies, All Vendors, All Items

Date: 11/13/2020 Through 11/30/2020

Friday, November 20, 2020

Date	Company	Vendor / Invoice No	Description	Qty	Rate	Total
11/20/2020	STC	FAIRFIELD	HOTEL	24.00	\$82.08	\$1,969.20
11/20/2020	STC	FAIRFIELD	HOTEL	4.00	\$86.48	\$345.92
Total for Friday, November 20, 2020						\$2,315.12

**REPORT TOTALS**

Itemized Subsistence Charges	\$2,315.12
Cost Plus 10%	\$231.51
<b>Total Subsistence Charges</b>	<b>\$2,546.63</b>



# *Purchased Supplies Charges*

Project: [REDACTED]  
Tuesday, February 2, 2021



**ServiceMaster Recovery Management**  
501 17th Ave N - Saint Cloud, MN 56303 - Telephone: (800) 245-4622



**ServiceMaster Recovery Management**

501 17th Ave N - Saint Cloud, MN 56303 - Telephone: (800) 245-4622

**Purchased Supplies Charges**

Project: [REDACTED]

Date: 11/13/2020 Through 11/30/2020

Page 1 of 1

Date	Company	Vendor	Inv. Date	Inv #	PO#	Description	Amount
11/15/2020	STC	KWIK TRIP	11/15/2020	3898188		FUEL	\$72.76
11/16/2020	STC	HOLIDAY STATIONSTC	11/16/2020	283888		FUEL	\$83.81
11/18/2020	STC	CASEYS	11/18/2020	687470		FUEL	\$74.38
11/18/2020	STC	HOLIDAY STATIONSTC	11/18/2020	232192		FUEL	\$44.43
11/20/2020	STC	HOME DEPOT	11/20/2020	873718		SHOP VAC WET FILTERS	\$18.41
11/23/2020	STC	CASEYS	11/23/2020	660400		FUEL	\$68.01
11/25/2020	STC	HOLIDAY STATIONSTC	11/25/2020	038882		FUEL	\$23.38

Subtotal \$365.19

Cost Plus 20% \$71.04

**Total Purchased Supplies Charges \$436.23**

# *Subcontractor Charges*

**Project:** [REDACTED]  
**Tuesday, February 2, 2021**



**ServiceMaster Recovery Management**  
501 17th Ave N - Saint Cloud, MN 56303 - Telephone: (800) 245-4622



**ServiceMaster Recovery Management**

601 17th Ave N - Saint Cloud, MN 56303 - Telephone: (800) 245-4622

**Subcontractor Charges**

Project: [REDACTED]

Date: 11/13/2020 Through 11/30/2020

Page 1 of 1

Date	Company	Subcontractor	Inv. Date	Inv #	PO #	Work Performed	Inv Amt	Advers	Total Amount
11/30/2020	STC	Legacy Services	11/29/2020	0-0599ENV		HVAC Cleaning	\$9,045.00	10% 10%	\$10,854.00
11/13/2020	STC	ON SITE COMPA	11/13/2020	024275		STANDARD PICK UP/DELIVER	\$183.71	10% 10%	\$198.48
11/13/2020	STC	ON SITE COMPA	11/13/2020	024275		ENVIRONMENTAL FEE	\$33.00	10% 10%	\$39.60
11/13/2020	STC	ON SITE COMPA	11/13/2020	024275		WINTER SERVICE	\$52.28	10% 10%	\$52.74
11/13/2020	STC	ON SITE COMPA	11/13/2020	024275		STANDARD CONSTRUCTION	\$180.85	10% 10%	\$217.03
11/13/2020	STC	ON SITE COMPA	11/13/2020	024275		HAND SANITIZERS	\$37.82	10% 10%	\$45.38
11/13/2020	STC	ON SITE COMPA	11/13/2020	024275		ELECTRIC HEATER	\$61.92	10% 10%	\$74.30

Total Subcontractor Charges \$11,489.50



**Exhibit G – 6.1.45 – ServiceMaster of Saint Cloud Inc.**

# Time & Material Rate Sheet

## Part F.1.1 Addendum



Prices good through

April 1st, 2023

RESTORATION LABOR CLASSIFICATION	RATES	
Project Coordinator (PC)*	\$	118.75
Account Coordinator - National Accounts*	\$	104.50
Project Manager (PM)*	\$	90.25
Project Estimator (PE)*	\$	90.25
Sr. Project Auditor*	\$	76.00
Assistant Project Manager (APM)/Superintendent*	\$	71.25
Restoration Supervisor (RS)	\$	52.25
Resource/Supply Coordinator	\$	61.75
Restoration Tech (RT)	\$	45.60
Project Accountant (PA)	\$	61.75
Certified Mold Remediation Technician (CRT)	\$	63.65
Dehumidification Technician	\$	66.50
Electronic Restoration Project Manager	\$	80.75
Electronic Restoration Technician	\$	61.75
Equipment Operator / CDL Driver	\$	61.75
Health & Safety Officer (HSO)	\$	80.75
Admin Assistant / Clerical	\$	42.75
Skilled Restoration Labor	\$	37.05
General Labor (GL)	\$	33.25
Management of Customer Labor Force - per hour/per person	\$	3.33

*In WA, CA, OR, NY (100 mile radius around Manhattan) and 100 mile radius around Boston, rates will be billed at 1.3X the listed rate. SRM Reserves the right to adjust pricing for all rate classifications based on current market conditions in all regions. \* Designated rate classifications may be excluded from the 1.3X multiplier.*

CONSULTING CLASSIFICATIONS	RATES	
Project Consultant (per hour, plus expenses)*	\$	142.50
Sr. Project Auditor - Consulting Services*	\$	76.00

CONSTRUCTION LABOR CLASSIFICATION	RATES	
Construction Project Manager*	\$	104.50
Painter	\$	71.25
Drywall - Installer / Finisher	\$	90.25
Carpenter	\$	76.00
Skilled Reconstruction Foreman	\$	85.50

### Labor Considerations

- The above rates apply to personnel engaged to fulfill the terms of the contract, whether regular full time employees of ServiceMaster Recovery Management (SRM), employees of ServiceMaster franchisees, temporary hires employed directly by SRM or personnel secured through a labor service.
- Standard rates will apply to the first 8 hours worked per day. Overtime (1.5 x the standard rate) will be charged for hours worked over 8 hours per day.
- Work on Saturdays and Sundays will be charged at 1.5 x the standard rate for all hours worked.
- In the event SRM personnel are dispatched to perform *emergency services* between the hours of 5 p.m. and 8 a.m., those hours will be charged at 1.5 times the standard rate.
- All hours worked on SRM recognized holidays (New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day) will be charged at 2 times the regular rate.
- In the event that SRM is required to pay time and a half for any work performed, pursuant to State or Federal law, the rates charged will be 1.5 times the standard hourly rate.
- In the event that SRM is required to pay double time for any work performed, pursuant to State or Federal law, the rates charged will be 2 times the standard hourly rate.
- Prevailing Rate: (Davis Bacon Act) Prevailing rates will be paid on all applicable jobs that fall under the (Davis Bacon Act) Prevailing Rate Wage. Rates will be obtained from State where work is being performed. THE CUSTOMER will be responsible for notifying

SRM If Prevalling rates apply. SRM will adjust rates as necessary.

9. To the extent the work under a particular contract is subject to Federal and State minimum wage or hour laws or collective bargaining agreements which modify SRM standard rates and practices, adjustments shall be made to the hourly rate and other labor provisions as necessary.
10. When circumstances beyond our control require Personnel or casual labor under contract to be delayed from beginning work, the Standard Rate/Hour will be charged per labor category, per person delayed.
11. Travel Time shall be billed at the applicable labor rate for personnel traveling to and from a job.
12. Management of Customer Labor force line is utilized when SRM is managing the customer's labor force. The customer is responsible for paying the wages, associated taxes, benefits and Insurance for their own employees.
13. SRM Reserves the right to add additional labor classifications with rates determined by SRM.

#### Travel and Subsistence Considerations

1. The company shall be compensated for Per Diem for out of town workers at the rate of \$50 per person, per day for each day personnel (excluding casual labor, unless otherwise negotiated) work on the project plus ten percent.
2. Travel and related expense charges will be invoiced at cost plus 10%.
3. SRM shall be compensated for Lodging at the rate of cost plus 10%.

#### Taxes and Fees

1. The rates contained in this Schedule are exclusive of any associated permits or fees. Those Permit costs and Fees shall be billed by the company to the customer, and shall be compensated for all such costs on the basis of actual costs incurred for such items plus 20%.
2. Federal, state, and local taxes will be charged at cost as required by laws where services are provided. If the customer is Tax Exempt, it must make the company aware of this exemption, and provide the company with copies of all such supporting Tax Exempt status. Any Tax incurred by the company prior to such notification of a Tax Exempt status, shall be reimbursed to the company by the customer. All taxes are not included in any "Not to Exceed" or "Lump Sum" Contract, and shall be

#### Catastrophe Considerations

1. A Catastrophe Surcharge of 3% of the total billing will be added to all billing to capture the significant costs required in the coordinated response to a catastrophic event which are not specifically addressed elsewhere in the rate schedule. Examples of these charges would be management, administrative support, warehousing, procurement and logistics.
2. In the event of a large scale regional event which prevents the use of traditional hotel accommodations, an allowance may be

#### Subcontracted Services

1. Subcontracted services will be invoiced at cost plus 20%.

#### General Considerations

A small tools charge of 3% will be assessed on labor charges, with the exception of Project Manager, Assistant Project Manager, Project Accountant, and Clerk.

# Company Supplied Materials Part F.1.1 Addendum



**\*Note that chemicals marked with an "\*" are concentrated chemicals.**

Prices Good through April 1st, 2023

	UNIT	UNIT COST
<b>Cleaner, Carpet &amp; Upholstery</b>		
FF Liquid Ultra Clean P (23464)*	Gallon	\$ 49.29
FiberFresh Allclean (23214)*	Gallon	\$ 31.40
FiberFresh Release 3 (23375)	Lb	\$ 19.00
Foam Control (23034)	Gallon	\$ 67.72
Green for Carpets (23704)*	Gallon	\$ 35.06
Rust Remover (37052)	Pint	\$ 25.00
Solvent Upholstery Cleaner (23004)	Gallon	\$ 72.68
SolvOil Advanced(27914)	Gallon	\$ 107.83
<b>Lubricant, Electrical</b>		
LPS 1 - Lubricant - or equivalent	Gallon	\$ 87.40
LPS 2 - Lubricant - or equivalent	Gallon	\$ 83.60
LPS 3 - Rust Inhibitor or equivalent	Gallon	\$ 138.70
<b>General Consumables</b>		
Bags, (6 mil 33"x 50"), black	Roll / 75	\$ 103.55
Bags, Contractor (3 mil)	Box / 50	\$ 29.45
Blue Block Carpet Protectors (40035)	Case/1008	\$ 60.93
Bottled Water (case 24)	Case	\$ 7.60
Builder's Board, 48" x 100' Roll (RamBoard)	Roll	\$ 90.25
Builder's Board, 38" x 100' Roll (Ramboard)	Roll	\$ 129.20
Carpet Protector Foil 2 1/2X 1 1/2 Squares (40036)	Case/400	\$ 92.20
Carpet Shield, 200' Roll	Roll	\$ 85.50
Clothing, Dust Coveralls	Each	\$ 9.98
Clothing, Tyvek coverall with hood and boot	Each	\$ 13.30
DEF Fluid	2.5 Gallon	\$ 21.38
Disposable Rubber Boot covers	pair	\$ 5.99
Duct, Lay Flat (500') - 20"	LF	\$ 1.24
Duct, Lay Flat (500') - 12"	LF	\$ 0.95
Duct Clamps - 40" adjustable	Each	\$ 9.50
Dust Mask, HEPA (N95)	Box / 10	\$ 36.77
Dust Mask, P100	Each	\$ 21.37
Duster, 17" Handle Hand (42033)	Each	\$ 5.70
Filter f/ portable dehu	Each	\$ 38.95
Filter Material, 90' x 24" x 1"	Roll	\$ 118.75
Filter, Air Scrubber - Carbon	Each	\$ 76.00
Filter, Air Scrubber - HEPA	Each	\$ 280.25
Filter, Air Scrubber - Pleated Secondary	Each	\$ 15.64
Filter, Air Scrubber - Primary media	Each	\$ 4.28
Filter, OdorKlenz Odor Elimination Filter, 16" x 16" (NANO)	Each	\$ 143.69
Filter, OdorKlenz Odor Elimination Filter, 24" x 24" (NANO)	Each	\$ 261.25
Filter, Vacuum - HEPA Dust Bags	Each	\$ 14.25
Filter, Vacuum - HEPA Large	Each	\$ 280.25
Filter, Vacuum - HEPA small	Each	\$ 60.80
Filter, Vacuum Bags, Backpack (52112)	Pkg/10	\$ 54.34
Filter, Vacuum Bags, Upright (51623)	Pkg/3	\$ 4.37
Floor Adhesive Remover	5 Gallon	\$ 95.48



Floor protection - Sticky Mats 24" x 30" 30 per pad	Each	\$	94.05
Gloves, Latex / Nitrile Disposable Large (41508)	Box/100	\$	26.13
Gloves, Leather palm work	Pair	\$	5.70
Gloves, Work Cotton (41070)	Pair	\$	2.85
Halogen Light Bulbs	Each	\$	11.08
Hand Pad, Light Duty, White 6" x 9" (44500)	Pack/10	\$	10.93
Hand Pad, Medium duty, Green 6" x 9" (44501)	Pack/10	\$	9.69
Hand Pad, Scouring Sponge, Yellow / Green (44502)	Pack/5	\$	11.64
Hand Pad, Octopus, Srub pad for handle (44503, 44504, 44505)	Pack/5	\$	21.38
Hog Rings	Box	\$	15.44
Mop Head	Each	\$	10.45
Respirator P-100 Pancake Filter	Pair	\$	23.75
Respirator P-100 Vapor filter	Pair	\$	36.10
Restorator Cartridge, Vaportek (15474)	Each	\$	132.05
Sealer, soot, white pigmented, oil based	Gallon	\$	45.60
Shoecovers, Poly, X-Large (40068)	Pair	\$	0.95
Silver Armour Encapsulant	5 Gallon	\$	320.63
Spray Adhesive, M77 or equivalent	Can	\$	14.25
Spray bottle w/trigger	Each	\$	3.80
Tape, Blue Painters	Roll	\$	8.55
Tape, Caution, (1000 FT)	Roll	\$	38.05
Tape, Duct	Roll	\$	8.55
Tape, HVAC (Aluminum)	Roll	\$	25.84
Tape, Preservation	Roll	\$	26.66
Towel, Dust Cloth, Treated 12"x17" (41535)	Box/40	\$	22.27
Towel, Dust Cloth, Treated 24"x24" (41530)	Box/50	\$	66.67
Towels, Cotton diaper rag type	LB	\$	15.20
Towels, Microfiber - per dozen (40226)	Dozen	\$	20.90
Towels, Terry Towels (40555)	Dozen	\$	23.43
Vacuum Accessories, 3" round brush	Each	\$	10.45
Vapor Shark, VS Cartridge (15476)	Each	\$	128.25
Vapor Shark, VS Cartridge Stabilizer (15479)	Each	\$	17.58
Vaporshark 3X Membrane - Each (15478) or V'shark 3X SOS (15487)	Each	\$	61.75
Wrap, Stretch 18" X 1500'	Roll	\$	26.60
Zipper, Zip wall per package of 2	Box	\$	34.54

Cleaner, Hard Surface	UNIT	UNIT COST
All Purpose Cleaner 2 (32994)* Concentrate	Gallon	\$ 42.93
Cleaner, HVAC Coil (Can) (16294)	Each	\$ 15.68
FloorStar DuoClene (32154)* Concentrate	Gallon	\$ 15.83
FloorStar Heavy Duty Floor & Equipment Degreaser (32584)* Concentrate	Gallon	\$ 26.89
GlassClene Pro (23424)* Concentrate	Gallon	\$ 29.26
GlideRinse 4 (33204)* Concentrate	Gallon	\$ 36.10
Green for Degreasing (33404)* Concentrate	Gallon	\$ 42.75
Green for Floors (33504)* Concentrate	Gallon	\$ 40.77
Green for General Purpose Cleaning (33304)* Concentrate	Gallon	\$ 40.85
Green for restrooms (23944)* Concentrate	Gallon	\$ 29.54
Scrub N' Shine (23249)	Quart	\$ 8.93
SM Lemon Furniture Polish (23919)	Can	\$ 7.11
Stainless Steel Polish (23889)	Bottle	\$ 20.90
Wallglide BioLift	Gallon	\$ 42.75
Wallglide BioSeal	Gallon	\$ 107.26
WallGlide DeepClene (23534)* Concentrate	Gallon	\$ 31.35
WallGlide Plus - ER (23274)* (Green) Concentrate	Gallon	\$ 50.83
WallGlide Plus (23244)* Concentrate	Gallon	\$ 50.16
Mitigation	UNIT	UNIT COST
Benefect 20475 Botanical Broad Spectrum Disinfectant	Gallon	\$ 73.15
Benefect 30475 Multi Purpose Cleaner	Gallon	\$ 59.23
Benefect Atomic Degreaser	Gallon	\$ 69.66
Benefect Decon 30	Gallon	\$ 57.00
Bioesque Degreaser	Gallon	\$ 52.25
Bioesque Disinfectant	Gallon	\$ 57.00
Bio Spray Solution	Gallon	\$ 33.25
Chemical Sponges , Dry Cleaning Sponge (42082)	Each	\$ 3.80
DP #1 Poly Sheeting Hangers (Case)	Case/100	\$ 392.25
DP #3 BLUE Plastic Poly Hangers (Case)	Case/100	\$ 498.75
Fosters 40-20 Fungicidal Protective Coating (white pigmented)	5 Gallon	\$ 433.20
Microban Disinfectant (25204)	Gallon	\$ 60.80
Microban QGC (25234)	Gallon	\$ 49.40
Milgo QGC Plus(16204)	Gallon	\$ 54.15
Painters Plastic (12'X400') .31 mil	Roll	\$ 42.75
Plastic Sheeting (20'X100') 4-Mil	Roll	\$ 136.80
Plastic Sheeting (20'X100') 6-Mil	Roll	\$ 186.20
Plastic Sheeting 6-mil Fire Retardant 12' x 100'	Roll	\$ 314.45
SaniMaster, disinfectant (23794)* Concentrate	Gallon	\$ 68.40
Roto Pads	UNIT	UNIT COST
Various Scrub Pad, 15-20" for Floor machine	Each	\$ 15.68
Deodorization	UNIT	UNIT COST
Odor Neutralizer (23398)* Concentrate	Quart	\$ 30.40
OdorGo Encapsulant (24214)	Gallon	\$ 80.75
OdorGo Fresh Wave Natural Odor Eliminator Gel (25512) 24 oz jar	Each	\$ 38.00
OdorGo Room Deodorant Pro (23259)* Concentrate	Pint	\$ 34.20
OdorGo Thermal Fog (23184)	Gallon	\$ 106.88
Unsmoke Thermo 55 (solvent based)	Gallon	\$ 111.15

Packing / Moving	UNIT	UNIT COST
Box, Book /Freeze Dry 15" x 12" x 10"	Each	\$ 5.46
Box, Dish Pack	Each	\$ 5.70
Box, Small 1.5 - 2 Cu. Ft.	Each	\$ 3.28
Box, Medium, 18" x 18" x 16"	Each	\$ 4.75
Box, Large 18" x 18" x 24"	Each	\$ 5.94
Wrap, Bubble 3/16" 12" x 300'	Roll	\$ 57.00
Bubble Wrap, 250'X12" roll	Roll	\$ 43.70
Corrugated Paper 24" x 250' roll	Roll	\$ 54.15
Inventory Tags	Box	\$ 71.25
Packing Paper (50 lb)	Bundle	\$ 60.80
Tape, Brown packing	Roll	\$ 4.57
Tarps	UNIT	UNIT COST
Poly Tarp 9'X12'	Each	\$ 26.44
Poly Tarp 12'X16'	Each	\$ 67.05
Poly Tarp 16'X20'	Each	\$ 69.83
Poly Tarp 20'X40'	Each	\$ 150.10
Poly Tarp 30'X50'	Each	\$ 207.10
Tarp Clips	Each	\$ 1.85

### Materials Considerations

1. The rate schedule lists the most commonly used items. SRM reserves the right to add to the materials / consumables schedule during the course of the work.
2. Non-scheduled materials purchased for the completion of the work will be billed at cost plus 20%.



**Company Supplied Equipment  
Part F.1.1 Addendum**

**Note: Please note that costs reflect 2021 pricing, and these are reviewed and adjusted annually.**

Prices good through **April 1st, 2023**

General	Unit		Daily
20" Rotm Floor Machine	Ea	\$	37.05
Accounting Package (computer, printer, software etc)	Ea	\$	47.50
Air Compressor Accessories	Ea	\$	9.50
Air Compressor Portable electric	Ea	\$	38.00
Air Scrubber 2000 CFM	Ea	\$	142.50
Air Scrubber 600 CFM	Ea	\$	71.25
Airless Sprayer	Ea	\$	118.75
Media Blasting Unit - (Comp, Not Incl.)	Ea	\$	451.25
Portable Carpet Cleaning Machine	Ea	\$	118.75
Cart, Flat Cart	Ea	\$	28.50
Cart, Poly Dump Cart	Ea	\$	33.25
Dolly - Appliance	Ea	\$	17.10
Drill, Cordless	Ea	\$	9.50
Drum, Plastic DOT safety with base	Ea	\$	9.50
Dry Cleaning Unit (Portable)	Ea	\$	193.00
Extraction Unit - Truck mounted (Per 8 hour shift)	Ea	\$	451.25
Extraction Unit (Portable Carpet)	Ea	\$	118.75
Floor Scraper, Electric Walk Behind	Ea	\$	85.50
Fogger, Thermal (Gas Powered)	Ea	\$	85.50
Fogger, ULV / Thermal (Electrical)	Ea	\$	33.25
Furniture Blankets	Ea	\$	2.38
Ground Fault Interrupter (GFI)	Ea	\$	4.75
Heater, Portable Propane	Ea	\$	38.00
Hose, 1 1/2" - 2" water supply (Firehose) 50'	Ea	\$	12.35
HVAC Cleaning System (portable)	Ea	\$	237.50
HVAC Video / Tool Robot	Ea	\$	142.50
Hydroxyl Generator Boss XL3	Ea	\$	237.50
Kleen-Rite Upholstery Machine	Ea	\$	76.00
MI-FI Wireless internet Router	Ea	\$	7.60
Mop Handle, Bucket and Wringer	Ea	\$	4.75
Ozone Machine - Portable	Ea	\$	166.25
Phone, Portable Satellite (airtime charged separately)	Ea	\$	30.92
Pressure Washer - 1000 psi electric cold water	Ea	\$	71.25
Pressure Washer - 1500 - 3500 psi gas cold water	Ea	\$	95.00
Pressure Washer - Hot Water portable	Ea	\$	128.25
Pump, Sump - 3/4" submersible	Ea	\$	38.00
Pump, Trash 2" - 4" gas trash pump	Ea	\$	153.90
Pump, Trash 2" discharge hose 50'	Ea	\$	12.35
Pump, Trash 3-4" diesel	Ea	\$	233.70
Radio, 2 way / cell phone - Job Site Communication	Ea	\$	15.20
Sander, Palm	Ea	\$	4.75
Saw, Chain	Ea	\$	23.75
Saw, Kett	Ea	\$	28.50
Scaffold, (Baker / Perry - per section)	Ea	\$	39.90
Tent, 10' x 10' outdoor canopy	Ea	\$	30.40
Tent, 20 x 40 Outdoor Event	Ea	\$	95.00
Trash Barrel / Trash Can	Ea	\$	4.75
Ultrasonic Bath, Large	Ea	\$	356.25
Vacuum, HEPA	Ea	\$	95.00
Vacuum, Shop (Canister or Wet/Dry)	Ea	\$	28.50
Vacuum, Upright	Ea	\$	14.25
Vapor Shark, Large (Does not include cartridge replacement)	Ea	\$	66.50
VaporTec, Small (Does not include cartridge replacement)	Ea	\$	33.25
Wall Trowel (wall cleaning system)	Ea	\$	21.61
Water dispersion diaphragm with regulator-6 station	Ea	\$	114.00
Wheelbarrow / Floor Dolly	Ea	\$	5.70
Zip Wall Poles (Pair)	Ea	\$	19.00

Distribution Equipment / Lighting	Unit	Unit	Daily
#2 banded 5 wire cable 50' section	Ea.	\$	36.10
#2 banded 5 wire female / Male tail	Ea.	\$	19.00
4/0 Cable, CamLock 100'	Ea.	\$	41.80
4/0 Cable, CamLock 50'	Ea.	\$	20.90
Cable CamLock T	Ea.	\$	9.50
50' Spider box cable 6/4	Ea.	\$	30.40
100' Spider box cable 6/4	Ea.	\$	60.80
4/0 pig tail leads male / female	Ea.	\$	9.50
100 Amp Distribution Panel	Ea.	\$	109.25
200 Amp Distribution Panel	Ea.	\$	185.25
400 Amp Distribution Panel	Ea.	\$	261.25
225KVA 480v-208v transformer	Ea.	\$	361.00
Light, Demo / Drop / Stand /String	Ea.	\$	14.25
Light Tower Diesel - Tow Behind	Ea.	\$	142.50
Wobble Light	Ea.	\$	42.75
Pig tail, stove Adapter 50 Amp	Ea.	\$	5.70
Quad Box String (QBS) 30' GF	Ea.	\$	30.40
Quad Box String (QBS) Extension	Ea.	\$	17.10
Ramps, Cable	Ea.	\$	14.25
Spider Box	Ea.	\$	60.80
50' Pin/Sleeve Extension	Ea.	\$	33.25
Drying / Mitigation Equipment Description	Unit		Daily
25 Ton DX Air Conditioner	Ea.	\$	736.25
30 Ton DX Air Conditioner w/ Dehumidification	Ea.	\$	978.50
1.5 kW Portable Electric Heater	Ea.	\$	23.75
60kW Electric Heater	Ea.	\$	318.25
90kW Electric Heater	Ea.	\$	403.75
150kW Electric Heater	Ea.	\$	494.00
Air Mover / Axial Fan	Ea.	\$	28.50
Dehumidifier LGR - 80 - 130 AHAM PPD	Ea.	\$	123.50
Dehumidifier LGR - >130 AHAM PPD	Ea.	\$	172.90
Desiccant Dehumidifier 1000 CFM	Ea.	\$	494.00
Desiccant Dehumidifier 2000 CFM	Ea.	\$	954.75
Desiccant Dehumidifier 300 CFM	Ea.	\$	226.10
Desiccant Dehumidifier 5000 CFM	Ea.	\$	1,401.25
Desiccant Dehumidifier 7500 CFM	Ea.	\$	1,767.00
Desiccant Dehumidifier 10000 CFM	Ea.	\$	2,256.25
Desiccant Dehumidifier 15000 CFM	Ea.	\$	3,325.00
Ducting, 20 - 25" x 25' event pipe (Non Insulated)	Ea.	\$	25.65
Ducting, 12" x 25' (Non Insulated)	Ea.	\$	17.10
Duct Connection 20" Wye	Ea.	\$	19.00
Duct Reducer, 20" to 12"	Ea.	\$	14.25
Inject-Dry System or similar	Ea.	\$	137.75
Insulated Heater Duct 20" x 25'	Ea.	\$	30.40
Insulated A/C Duct 20" x 25'	Ea.	\$	30.40
Moisture Mapping kit (meters and accessories)	Ea.	\$	61.75
Portable AC Unit - 2 Ton	Ea.	\$	216.60
Recording Micromanometer	Ea.	\$	71.25
Voltage Testing Equipment	Ea.	\$	19.00
Generators	Unit		Daily
Generator < 10KW (10000 watt)	Ea.		\$128.25
Generator 20KW	Ea.		\$370.50
Generator 40KW	Ea.		\$456.00
Generator 60 KW	Ea.		\$565.25
Generator 100 KW	Ea.		\$809.40
Generator 150 / 175 KW	Ea.		\$912.00
Generator 200 / 275KW	Ea.		\$1,002.25
Generator 320 KW	Ea.		\$1,401.25
Generator 350 KW	Ea.		\$1,828.75
Generator 500 KW	Ea.		\$2,660.00
Generator 750 KW	Ea.		\$4,640.75
Generator 1 000 KW	Ea.		\$5,486.25
Generator 1 500 KW	Ea.		\$7,410.00
Generator 2,000 KW	Ea.		\$7,552.50

Safety Packages	Unit	Daily
Personal Fall Protection (PPF) - Harness and Lanyard	Ea.	\$ 30.40
Personal Protection Equipment (Hard Hat, Goggles, Vest, PR Gloves)	Ea.	\$ 12.83
Personal Respiratory Protection - Half Face or Full face respirator no filter	Ea.	\$ 57.00
Specialty Equipment	Unit	Daily
Bio Spray CO2 tank	Ea.	\$ 14.25
Bio Spray Unit	Ea.	\$ 213.75
E-Tes Thermal System unit	Ea.	\$ 228.00
Extractor, Ride on Type (Xtreme Xtractor)	Ea.	\$ 142.50
Fuel Transfer Tank - 100 gallon	Ea.	\$ 49.40
Fuel Transfer Tank Demand Pump (for fuel delivery system)	Ea.	\$ 28.50
Fuel Transfer Trailer - 750 Gallon	Ea.	\$ 266.00
Infrared Camera - Thermal Imaging	Ea.	\$ 118.75
Rescue Mat Panels	Ea.	\$ 46.55
Rescue Mat System, Wood Floor drying system	Ea.	\$ 71.25
Vehicles / Trailers	Unit	Daily
Mileage - 3/4 ton, 1 Ton, Box Truck	Ea.	\$ 0.81
Mileage - Car / Van / LT PU	Ea.	IRS Rate
Mileage - Semi Truck	Ea.	\$ 3.33
Semi Truck - Tractor Only	Ea.	\$ 332.50
Trailer - Flatbed < 20'	Ea.	\$ 28.50
Trailer - Flatbed 21' - 35'	Ea.	\$ 47.50
Trailer - Enclosed < 20'	Ea.	\$ 38.00
Trailer - Enclosed 21' to 35'	Ea.	\$ 52.25
Trailer - 30' Gooseneck Heavy Duty	Ea.	\$ 137.75
Trailer - 45' Gooseneck Heavy Duty	Ea.	\$ 175.75
Trailer - 20' Mobile Office	Ea.	\$ 118.75
Trailer - 46' Mobile Office	Ea.	\$ 166.25
Trailer - 53' Semi Mobile Office	Ea.	\$ 190.00
Trailer - 43' to 53' Semi Box	Ea.	\$ 190.00
Trailer - hydraulic dump trailer (does not include dump fees)	Ea.	\$ 109.25
Trailer - Duct Cleaning unit and equipment (compressor and vacuum)	Ea.	\$ 807.50
Utility / personal transportation cart (Le golf cart)	Ea.	\$ 42.75
Vehicle - Box Truck - up to 23'	Ea.	\$ 166.25
Vehicle - Box Truck - 24'	Ea.	\$ 213.75
Vehicle - Field / Supervisor (Car, 1/2 ton truck, SUV)	Ea.	\$ 72.20
Vehicle - Mobile Command Center	Ea.	\$ 261.25
Vehicle - Pulling Truck 3/4 Ton +	Ea.	\$ 142.50
Vehicle - Van - Cargo / Passenger	Ea.	\$ 118.75
Vehicle - RV/Travel Trailer (excludes utilities/site fee)	Ea.	\$ 118.75

- Equipment Considerations**
- The listed rates are to be applied to all equipment used in the performance of the work for any calendar day or portion thereof in which the equipment is used.
  - During the course of work, SRM may find it necessary to purchase equipment not scheduled under the Daily Rate. In those situations, the Daily Rate shall be an acceptable industry daily rental rate determined by SRM.
  - The rental rate and associated charges for any item of equipment rented from a third party vendor, used in the performance of the work, whether it is on the schedule or not, shall be billed at cost plus 20%.
  - If any company owned, leased or rented asset is damaged or rendered unfit for use by the actions or inactions of the customer, its agents or representatives, the customer if negligent, shall be responsible for replacing such asset at their expense.
  - Equipment that is held at the customer's request, but not in use, will be invoiced at the full daily rate (or weekly rate if applicable to the type of equipment being held).
    - In the event the equipment is from a 3<sup>rd</sup> party vendor then the equipment will be charged at cost plus 20%.
  - SRM reserves the right to add to the equipment schedule during the course of the work.
  - SRM shall invoice the customer for the transportation of equipment and materials to the project, and for the return of equipment and materials back from the project at cost plus 20% for 3<sup>rd</sup> party vendors. Transportation by SRM staff will be invoiced at the scheduled

## Small Tools List Part F.1.1 Addendum



The following "small tools" list includes the items listed below. A "Small Tools" charge of 3% is calculated based upon the total billable amount of labor.

Adj. Wrench, 8", 10", 12"	Generator Aux. Adapter, 220V	Saw, Sawzall
Bar, Crow (Small, Large)	Face Shield, Disposable	Saw, Hack
Bar, Flat Pry	Fire Extinguisher	Scissors
Bolt Cutters	First Aid Kit	Scraper, Long Handle
Broom - Corn, Street, Push	Flashlight, w/o Batteries	Shears, Sheet Metal, Hand
Brush, all paint < 5"/Roller	Fuel Can, Diesel	Shovel, Scoop
Brush, Scrub, 6", Flat	Hammer	Shovel, Spade
Brush, Scrub, s/ 4" Handle	Hammer, Sledge	Shovel, Square
Brush, Scrub, w/ 20" Handle	Hand Truck	Siphon Pump
Brush, Tooth	Heater, Electric	Socket Set, 3/8"
Brush, Wire	Heater, Propane, w/o Tank	Sprayer, Pump (Hudson)
Buckets	Ice Chest	Squeegee, Window and Floor
Bulb, Demo Light	Ladders (below 14')	Staple Gun
Chain, 25' Lengths	Layflat Tie / Cord / Twine	Table
Chairs - folding	Lock, Master, #1, #5	Tape Gun
Chalk and Chalk Line	Lock-Out, Tag-Out Kit	Washtub, Rectangular
Drill Bit Set	Pallets jacks	Unger Pole w/ Fixi Clamp
Drinking Cups	MSDS	Washtub, Round
Engine Sprayer	O2 Meter	Water Cooler
Extension Cord, 3-Way Plug	Pan, Dust	Water Hose - up to 150' per job
Extension Cord	Putty Knife	Water Hose Spray Nozzle
Fuel Can, Gas	Repair Kit - Hose, Airless, Electri.	Water Hose Y Connector
Funnel, Generator	Rope, 50", Nylon / Hemp	
Funnel, Small		



**Exhibit B – Marketing Plan– ServiceMaster of Saint Cloud Inc.**



**Part D**  
**Exhibit B – Marketing Plan**

- We prepare our clients by providing a document that includes services offered within the contract, as well as a contact list to connect with the proper ServiceMaster team members for any of the restoration services or water mitigation needed.
- We plan on a 30, 60, 90 day roll out process.
  - Initial contact
    - First contact would be a phone call or email to each Member Agency Representative to introduce SRM and to explain that we would like to connect with their members. We would request a membership list or that they would forward an email to their members with our roll out documents.
    - The ServiceMaster team would put together a video that would be linked on the email with a video introduction of each team member.
    - Hyperlink AEPA contractual information on our website : [www.servicemasterps.com](http://www.servicemasterps.com)
    - Connect members with ServiceMaster/AEPA Facebook Interaction Page for further educational pieces and ServiceMaster updates applicable to program.
  - 31–60 day plan is to:
    - Continue to market to all members via constant contact (emails) with educational content featuring seasonal material which would include fire, water, mold information.
    - Geographic Virtual Team Member Introductions to member agencies.
- 61-90 day plan
  - We would maintain our initial contact reintroducing ServiceMaster as the award-winning vendor of the disaster recovery program.
- 90 day forward plan
  - Would utilize any of AEPA's current marketing tools i.e. email blasts, direct mails newsletters, AEPA/ ServiceMaster facebook page and any other social media outlets available.
  - Performance Review to AEPA Administrative Committee.
- Amending our website to include a AEPA logo link to our contract and price list.
- Print Marketing co-branding the AEPA with ServiceMaster.
- Request an endorsement from Anna Marie Hollander(written or video).



**Exhibit C – Warranties, Additional Services– ServiceMaster of Saint Cloud Inc.**

**Not Applicable**



**Exhibit D – Additional Discounts– ServiceMaster of Saint Cloud Inc.**

**Not Applicable**



**Association of Educational Purchasing Agencies**  
**Tabulation Report RFP #021.5-B - Disaster Recovery**  
**Remediation Services**  
**Vendor: Signal USA, LLC**

**General Comments:** Thank you very much for this opportunity to serve.

Sincerely,

Signal USA, LLC

**General Attachments:** Part C Member Term Conditions.pdf  
Part D - Questionnaire.pdf  
Part E Signatures.pdf  
Part F - Discount Pricing Workbook.xlsx



## Part D - Questionnaire

AEPA 021.5 - B

Disaster Recovery Services

### 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. Bidders must use Part D – Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Annual Report, Marketing Plan).
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “**Part D – Questionnaire – Name of Bidding 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 Bidding Company”:**

[Company Information](#)

[Service Questionnaire](#)

[Exceptions](#)

[Deviations](#)

**Note: For Additional Information – See Attached: Signal Overview Document**

**Company Information**

**Name of Bidding Company:** Signal Restoration Services

**Company Address:** 2490 Industrial Row Drive

**City, State, zip code:** Troy, MI 48084

**Website:** www.signalrestoration.com

**Contact Person:** Keith Hemmer

**Title:** Chief Business Development Officer

**Phone:** 703-980-0753

**Email:** [khemmer@signalrestoration.com](mailto:khemmer@signalrestoration.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 bidder 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?** 1972

**Under what additional, or, former name(s) has your business operated?** N/A

**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.

**Business: Limited Liability Company**  
**Formation: 10/25/2011**  
**State of Formation: Michigan**  
**Owner / Member: 100% Owned by Signal Holdings, LLC**

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** 2490 Industrial Row Drive  
**City, State, zip code** Troy, MI 48084  
**Phone** 248-288-6300  
**How long at this address?** 1990

**Business Branch Location(s)**

**Branch Address** 7221 Orangewood Avenue  
**City, State, zip code** Garden Grove, CA 92841  
**Branch Address** 1903 Central Drive, Suite 200  
**City, State, zip code** Bedford, TX 76021  
**Branch Address** 6001 Hiatus Road  
**City, State, zip code** Tamarac, FL 33321  
**Branch Address** 44720 Macomb Industrial Drive  
**City, State, zip code** Clinton Township, MI 48036

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

**\*\*\*\*\*See Attached: Signal Locations - Map & Location Tabs\*\*\*\*\***

**Sales History**

Provide your business's annual sales for 2018, 2019, and 2020 in the United States by the various public segments.

	2018	2019	2020
K-12 (public & private), Educational Service Agencies	\$186,028.70	\$130,372.00	\$18,293,326.01
Higher Education Institutions	\$267,212.83	\$94,401.69	\$231,469.28
Counties, Cities, Townships, Villages	\$477,543.57	\$1,462,227.77	\$545,783.92
States	\$1,597.58	\$16,147.51	\$130,474.25
Other Public Sector & Non-profits	\$11,792.75	\$141,477.60	\$31,350.54
Private Sector	\$130,035,969.85	\$97,529,759.42	\$41,981,013.29
<b>Total</b>	<b>\$130,980,145.28</b>	<b>\$99,374,385.99</b>	<b>\$61,213,417.29</b>

**NOTE: 2020 - Sales thru September**

## 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	Keith Hemmer	Chief Business Development Officer	703-980-0753	<a href="mailto:khemmer@signalrestoration.com">khemmer@signalrestoration.com</a>
Sales Manager	Keith Knightly	National Sales Manager	973-222-2925	<a href="mailto:kknightly@signalrestoration.com">kknightly@signalrestoration.com</a>
Customer & Support Manager	Dave Passman	Insurance Solutions Project Coordinator	917-543-6661	<a href="mailto:dpassman@signalrestoration.com">dpassman@signalrestoration.com</a>
	Duane Perry		248-860-4799	<a href="mailto:dperry@signalrestoration.com">dperry@signalrestoration.com</a>
Distributors, Dealers, Installers, Sales Reps	See Attached	Signal Overview	Management	Section
Consultants & Trainers	See Attached	Signal Overview	Management	Section
Technical, Maintenance & Support Services	See Attached	Signal Overview	Management	Section
Quotes, Invoicing & Payments	Amanda Schultz	Staff Accountant Project Coordinator	810-887-1064	<a href="mailto:aschultz@signalrestoration.com">aschultz@signalrestoration.com</a>
	Duane Perry		248-860-4799	<a href="mailto:dperry@signalrestoration.com">dperry@signalrestoration.com</a>
Warranty & After the Sale	See Attached	Signal Overview	Management	Section
Financial Manager	Robin Menke	Controller	248-884-7806	<a href="mailto:rmenke@signalrestoration.com">rmenke@signalrestoration.com</a>

\*\*\*\*\* See Attached Signal Overview / Management Section\*\*\*\*\*

**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
Frank Torre	Troy	MI
Mark Davis	Fort Lauderdale	FL
Chad Howard	Troy	MI
Keith Hemmer	Raleigh	NC
Brian Schupbach	Melbourne	FL
Dan Dansby	Dallas	TX
Derrick Hall	Troy	MI
Zoe Freeman	Dallas	TX
Teresa Clark	Atlanta	GA
Don Bluhm	Troy	MI
Duane Perry	Troy	MI
Mark Kirkwood	Dallas	TX
David Passman	Delray Beach	FL
John Lonergan	Ardsley	NY
Keith Knightly	Basking Ridge	NJ
Bryan Newell	Dallas	TX
Louis Harrington	Huntington Beach	CA
Rich Nelson	Garden Grove	CA
Shane Flores	Garden Grove	CA
Corey Ennen	Garden Grove	CA
Charles Erdman	Garden Grove	CA



**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
<b>See Attached: Signal Locations - Map &amp; Location Tabs</b>	<b>See Attached: Signal Locations - Map &amp; Location Tabs</b>	<b>See Attached: Signal Locations - Map &amp; Location Tabs</b>

## 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
Keith Hemmer	Chief Business Development Officer	703-980-0753	<a href="mailto:khemmer@signalrestoration.com">khemmer@signalrestoration.com</a>
Anthony Girges	Vice President	562-843-7501	<a href="mailto:agirges@signalrestoration.com">agirges@signalrestoration.com</a>
Brian McFadden	Content Marketing	949-526-1067	<a href="mailto:bmcfadden@signalrestoration.com">bmcfadden@signalrestoration.com</a>

**Marketing Activities:** Describe how this business marketed its products and services to schools, nonprofit organizations and other public sector audiences in **Fiscal Year 2019– 2020 (July 1 – June 30)**. List all conventions, conferences and other events at which this company exhibited.

*<Enter Response Here>*

**Every year Signal Restoration Services attends, host and participates in various conventions, conferences and other events to market our products and services to schools, nonprofit organizations and other public sector audiences. Recent events prior to Covid 19:**

- PLRB 2019 Claims Conference
- RIMS 2019 Annual Conference
- RIMS ERM 2019 Conference New Orleans
- Loss Executive Association-January 2020
- Loss Executive Association-January 2019

In addition to marketing our products, Signal is deeply involved in our communities. Through various partnerships with impactful non-profit organizations, Signal Restoration is proud to support the communities we serve. Our goals are to make a difference for those with immediate needs, to invest in our future through education and youth programs that empower and set them up for success. Our philanthropic vision seeks to encourage, champion and promote great causes in Michigan, and all across the U.S., from students and schools to disadvantaged families to our esteemed veterans.

**Recent Highlighted Events:**

- Visiting St. Mary Magdalene Catholic School in Apex, NC
- RIM Foundation Go Beyond Gala
- Boys Hope and Girls Hope of Detroit
- Great Lakes National Cemetery

**Cooperative Marketing:** Describe ways in which this business can collaborate with AEPA Member Agencies in marketing the bid. Submit a marketing plan, titled Exhibit B – Marketing Plan, that would entail at a minimum, the following with their response: 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, including company logos and contact information, anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract, and how the contract award will be displayed/linked on the Bidder’s website.

*<Enter Overview of Marketing Plan Here; Submit Marketing Plan as Exhibit B>*

**In an effort to provide a collaborative relation with AEPA Member Agencies, Signal Restoration curates and creates a suite of digital and print assets that can be used in a variety of marketing scenarios. We are able to provide joint qual statement packages, one-sheets, hybrid logo’s highlighting the collaboration along with the ability to publish AEPA awarded contracts to our corporate responsibility page and beyond for productive media coverage for both parties.**

**See Attached “Marketing Plan – Exhibit B”**

**Sales Training:** Explain how your business will educate your sales force staff on the AEPA contract including timing, methods, etc.

*<Enter Response Here>*

**Various Management Team Leaders in sales, operations, environmental health and safety, estimating, construction and business development will oversee, manage and educate the specific guidelines and protocols provided by AEPA. As in all business relationships, these procedures and guidelines will be communicated and implemented in partnership between Signal and AEPA. Monthly and or quarterly continuous improvement reviews are suggested to ensure optimal success.**

## **Environmental Initiatives**

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

*<Enter Response Here>*

**Under the leadership of Barry Rice (Environmental Health & Safety Director) Signal Restoration’s technicians are highly trained and certified by the Division of Occupational Safety and Health (DOSH). They comply with all Occupational Safety and Health Administration (OSHA) standards when performing biohazard cleanup jobs. Our employees receive regular recertification training on safe workplace cleanup procedures. They also receive training in hazardous material handling to ensure your cleanup is performed quickly and safely.**

**Asbestos, lead, sewage and chemical spills pose serious health risks and must always be handled with great cation. Our experts are trained and qualified to provide an immediate response, as well as non-emergency cleaning. We can handle hazardous materials, chemical spills, lead paint exposure and asbestos concerns.**

**Signal’s sanitization response team uses innovative sanitization products and methods. Our industry-certified technicians use EPA-registered hospital-grade disinfecting products. The disinfectant/sterilant has a 6 log kill rate. Also, it is effective against a wide range of enveloped and non-enveloped pathogens.**

Describe the business’s “green” objectives (i.e. LEED, reducing footprint, etc.).

*<Enter Response Here>*

**In accordance with the U.S. Green Building Council, we are committed to establishing environmentally sound sites and reducing energy cost. Signals Operations Management team members hold LEED certifications and are committed to increasing energy efficiency and green living. As always, Signal procures “green” products, materials and services when applicable and necessary.**

## **Independent Subcontractors, Distributors, Installers, etc.**

If the Bidder is not the sole provider of all goods and services provided under this contract, the following **must be answered**:

**Selection Criteria for Independent Providers:** Describe the criteria and process by which the business selects, certifies and approves subcontractors, distributors, installers and other independent services.

*<Enter Response Here>*

**All subcontractors are vetted, safety trained and insured. All subcontractors must participate in Signals Vendor Program which includes updated certification. Expanded labor needs are met through outsourced labor providers that provide experienced restoration laborers, technicians, supervisors and project managers. Signal has several providers that allow flexing of our team members to over 1500 in the event of an emergency. Additionally, Signal performs background inspections on financial stability along with a 7-year check on any pending litigation.**

**Current Subcontractors, Distributors, Installers, Etc.:** 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 bid in the member agency states (listed in Part A of this IFB). Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

*<Enter Response Here>*

**See Attached: Signal Locations - Map & Location Tabs**

## Disclosures

**Financial Health (REQUIRED):** AEPA requires reports that describe the financial soundness of your organization. Accepted financial reports include balance sheets and Profit & Loss statements for the past three years (2017, 2018, 2019), 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). Reports must be for the three years prior to this solicitation. Scan the report(s) into a PDF document and title as per the instructions.

**For confidentiality, respondents may choose to send the report(s) by email directly to the AEPA Executive Director, George Wilson, at [georgewilson.aepa@outlook.com](mailto:georgewilson.aepa@outlook.com). The reports will be held through the end of the protest period for the solicitation after which they will be destroyed. The pdf report(s) must be received by the AEPA Executive Director before the due date and time of the solicitation opening.**

**NOTE:** Separate email sent to **AEPA Executive Director, George Wilson, at [georgewilson.aepa@outlook.com](mailto:georgewilson.aepa@outlook.com).**

### Credit Reference –

1. Bank of America, Jerome Henson - 248-631-0455
2. Aramsco Inc. - 800-767-6933 Acct# 197404,
3. Herc Rentals - 800-852-8004 Acct# 2905014

**Dun & Bradstreet ID Number:** 06-419-3071

**Dun & Bradstreet Credit Rating:** 1R3

**As a private company, Signal does not disclose our audited corporate financials. However, if additional financial details are necessary, either our Owners or President will gladly present our financials to the appropriate individuals.**

**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. Metro Bureau	Carl Weiss	Executive Director - Michigan School System	248-933-4756	
2. McComb County	Mark Hackel	County Executive	586-469-7001	
3. Wayne County	Warren Evans	County Executive	313-224-0286	
4. Hartsfield International Airport	Staci Winston Gus Hudson	Procurement mgr. Dir., Emerg Mgmt.	404-530-2100 404-382-2250	
5. Terrebonne Parish/Paul’s Agency	Philip J McMahon	Account Executive	985-384-4450	
6. Oakland County	David Coulter	County Executive	248-858-0480	
7. Royal Oak Schools	Marybeth Fitzpatrick	Superintendent	248-435-8400 EXT. 1228	
8. Birmingham Schools	Mark Dziatczak	Superintendent	248-203-3004	

9. Chippewa Valley Schools	Ron Roberts	Superintendent	586-723-2004	
10. Detroit Public Schools	Michon Jackson	Superintendent of Facilities	3133-873-6532	
11. Armada Schools	Michael Musary	Superintendent	586-784-2112	
12. Allen Park Public Schools	Pat Ward	Director of Maintenance	734-560-4941	
13. Pontiac Public Schools	Rob Englund	Director of Maintenance	248-830-2002	
14. St. Clare of Montefalco School	Mike McDevitt	Director of Maintenance	313-520-7895	

## Service Questionnaire

The following chart indicates which AEPA Member States intend to participate in this bid category. Respond to Yes/No and choice questions by using an (X). **Note: A Bidder must be willing and able to deliver the proposed products and/or services to 90% of the participating AEPA Member States, unless otherwise stated within Part B Technical Specifications.**

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

**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 bid will impact and determine the type and level of services required and these are identified in Part B Bid Specifications of this IFB.

Does this business have online customer support options?	<u>  X  </u>	<b>No</b>	<u>          </u>	<b>Yes</b>
Does this business have a toll-free customers support phone option?	<u>          </u>	<b>No</b>	<u>  X  </u>	<b>Yes</b>
Does this business offer local customer and support service options?	<u>          </u>	<b>No</b>	<u>  X  </u>	<b>Yes</b>

**Training:** If applicable, does this business offer customer training for the products and services sold?            **No**   X   **Yes**

If YES, describe what types/kinds of training you offer, the venues where training occurs and the location(s) of your trainers, include number of staff dedicated to training and their qualifications and hours of operation.

*<Enter Response Here>*

**Signal has a vast team of trainers who are all experienced and credentialed professionals that can provide AEPA with state-of-the-art training. Our programs meet all industry standards and come with a certificate of completion for each course or seminar. Training seminars/venues can be coordinated and arranged at a designated location that meets the needs of AEPA. AEPA is always welcomed to visit our HQ in Troy, MI or to our state-of-the art Training Center in Tamarac, FL. Some of the training we offer:**

**Computer Security for Employees, Risk Management, First Aid/CPR/AED, Bloodborne Pathogens, Incident Management/Command, Lockout/Tagout, Fire Suppression Systems Malfunction, Hazardous Materials (HAZOPER), Confined Space, Emergency Response Team/Industrial Fire Brigade, Employee Safety, Plan Testing & Exercising.**

**In addition, we offer the following Pre-Planning courses:**

**Emergency Response Plan (ERP), Crisis Communication Plan (CCP), Crisis Management Team (CMT), Continuity of Operations Plan (COOP), Disaster Recovery Plan (DRP) and Employee Training Plan (ETP).**

**Pricing:**

Is your pricing methodology guaranteed for the term of the contract?	<u>          </u>	<b>No</b>	<u>  X  </u>	<b>Yes</b>
Will you offer customized price lists to participating entities as required per the pricing terms of Part A?	<u>          </u>	<b>No</b>	<u>  X  </u>	<b>Yes</b>
Will you offer hot list pricing (optional) as described in the pricing terms of Part A?	<u>  X  </u>	<b>No</b>	<u>          </u>	<b>Yes</b>
Will you offer volume price discounts as described in the pricing terms of Part A?	<u>  X  </u>	<b>No</b>	<u>          </u>	<b>Yes</b>

**Competitiveness:** In order for your bid 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 IFB.

  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).

<Enter Response Here>

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)?

<Enter Response Here>

**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 <b>ALL</b> (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.

<b>Shipping &amp; Handling: Orders that are \$50.00 or more shall include shipping and handling.</b> What is the flat rate your company will charge, regardless of where shipped in the continental United States, for orders less than \$50.00?	\$ N/A
---	--------

**Product Returns:** Does your business have a return policy?        X   **No**             **Yes**

If YES, describe your return policy and if you charge a restocking fee, what is it? (AEPA allows up to 15% for supplies and up to 25% for equipment).

<Enter Response Here>

N/A

**Payment Terms:** Will your business offer AEPA buyer's a quick pay discount?             **No**             **Yes**

If YES, what is the discount?        %Net

**Leasing:** Do your business offer leasing arrangements under this bid?             **No**             **Yes**

If Yes, please indicate the rate factor 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 of an AEPA Vendor Partner	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 Bid 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. If "no" is marked with an "X" below, complete this form by signing it at the bottom.
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 bidder's 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 bid.

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

IFB Section and Page Number	Outline Number	Term and Condition	Exception

## Deviations

**Instructions:**

1. If "no" is marked with an "X" below, complete this form by signing it at the bottom.
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 bidder's 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 bid.

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

Outline Number Part B	Specification (describe)	Details of Deviation

## Signal Overview Document



Response to  
AEPA RFP #021.5-B

Restoration  
Remediation  
Environmental Services  
General Contracting

**ON CALL 24/7/365**

800-533-9898

[signalrestoration.com](http://signalrestoration.com)



# EXECUTIVE SUMMARY

With significant experience working with clients in education and the ability to complete work timely while minimizing impacts to ongoing operations, Signal is uniquely qualified to service the AEPA and its member organizations.

Signal's expertise, corporate locations, and extensive network of approximately 300 partner locations enables us to respond quickly to a wide range of restoration emergencies. Signal brings broad experience and an unparalleled level of service to any type of property damage, natural or man-made, with careful consideration for the environment. Signal is also experienced with crisis management, disaster planning and interfacing with governmental agencies through our Signal Tactical Division. Signal is uniquely prepared, experienced and structured to provide **AEPA** the best preparation and response services possible. Pre-planning is a key component to disaster recovery, unfortunately it is overlooked by most organizations until after an event has affected them. Signal provides pre-event planning as part of our emergency preparedness strategy for our clients. There are four key elements to our strategy:

- **Planning:** Assess the strength and path of the storm-risk identification; flood, wind, fire, smoke. Determine equipment needs such as generators, dewatering pumps, temporary boilers, and any other equipment to restore service as soon as possible and ensure continuity of service. Material/Supply needs should be pre-positioned for use prior to or immediately after the event. Manpower assessment to run equipment, set up flood dams or sand bags, or board up windows. These assessments will include pre and post event needs. Signal will develop a strategy with each facility director to mitigate vulnerabilities.
- **Logistics:** Ensuring all materials, equipment, and manpower arrive on time and ready to perform.
- **Finance:** Signal's strong financial history and proven record of being able to fund large mobilizations on the scale of Hurricane Michael, has ensured premium levels of service in crisis.
- **Operations:** Signal's ability to perform is unparalleled in the restoration industry.

Effective mitigation starts with identifying risks and hazards a facility faces and trying to reduce those risks. During the remediation process, Signal will utilize an Industrial Hygienist to provide indoor air quality reports to ensure safe levels of indoor air. Engineering controls will be employed, such as containment barriers, negative air machines, and noise mitigation. Signal workers will be in branded attire and will use Personal Protective Equipment when required or necessary. Signal's team is experienced working in occupied environments where infection control is at the forefront of the project.

Signal's comprehensive Construction Management Team handles all aspects of the administrative functions of construction management that many companies overlook. By providing specific oversight to report writing, scheduling, material review, inspections, progress analysis, record keeping and most importantly recommendations and/or approvals, Signal will work in accordance with your policies and procedures. Our proven process emphasizes communication, accountability, and reporting.

Signal is a results-driven solution-oriented organization built on Relentless Customer Service, where our goal is to limit your financial risk and bring your facility back to operational status. The entire Signal organization is built around immediate mobilization and rapid response to any damage mitigation or catastrophic event or loss situation.

# CORPORATE PROFILE

Signal Restoration Services “Signal” is a General Contractor specializing in remediation, disaster cleanup, environmental services, and reconstruction. Established in 1972, Signal has become a leading disaster restoration contractor in North America. Our growth has been achieved by maintaining high quality standards, solid business ethics and a prompt, comprehensive response to the immediate needs of our customers.

Throughout the company’s history, Signal has added tremendous value by successfully integrating additional restoration companies (California, New York, and Kansas City) and recruiting some of the most talented professionals in the restoration industry. Most recently, Signal merged with Express Remediation and Reconstruction, LLC. This merger expands the company’s industry expertise while also adding capacity and geographic coverage. The combination of the companies and our focus on delivering relentless customer service will provide unrivaled service to our customers.

Signal is licensed and operates in almost every state including the territories of Puerto Rico and the US Virgin Islands. Signal’s owners also wholly own PuroClean, one of the largest restoration systems in North America.

Our most significant advantage is our people: thoroughly screened, trained and certified, our employees comply with OSHA standards and regularly receive re-certification training on safe workplace procedures, biohazard procedures, and hazardous materials handling. Signal is headquartered in Troy, Michigan with regional offices in California, Colorado, Florida, New York, Tennessee and Texas. Signal will be opening a Canadian office in 2020, located in Toronto. Our highly trained Signal representatives have been instrumental in the success of our customer service record. Our licensed personnel have the experience, expertise and resources to complete your project in a timely and professional manner.

Signal is committed to service. We understand the importance of your emergency situation and make it a priority to respond immediately. Upon receiving an emergency call, a Signal service team will be designated. They will quickly contact you and advise you of their estimated time of arrival at the site. Signal performs all Disaster Recovery services including:

- General Contracting
- Remediation
- Disaster Restoration
- Sanitization (COVID-19)
- Environmental Services
- Biohazard Cleaning
- Fire, water damage and restoration
- Water extraction / mitigation
- Drying and dehumidification
- Pre Loss Planning
- Emergency Response Planning & Training
- Security board ups
- Temporary enclosures
- Roofing
- Temporary roof repairs
- Structure cleaning
- Deodorization
- Air duct cleaning
- Hazardous material containment
- Demolition
- Heating, ventilating and cooling repairs
- Plumbing repairs
- Electrical repairs

Signal has several strategically located equipment depots throughout North America that allow the mobilization of equipment to disaster locations quickly and effectively. Additionally, several strategic priority partnerships have been formed with third party equipment rental depots that provide exponential scale and flexibility when responding to disasters or large-scale projects.



Signal prioritizes the safety and training of our employees, as well as environmental protection, in every aspect of our business. Signal's certifications and memberships include:

- RIMS (Risk Insurance Management Society)
- PLRB (Property Loss Research Bureau)
- NAHB (National Association of Home Builders)
- IICRC (Institute of Inspection, Cleaning and Restoration Certification): Master Cleaner & Restorer on staff; Water, Sewage & Fire Damage Restoration; Mold Remediation; Smoke and Odor Control
- RIA (Restoration Industry Association) – certified restorer on staff
- CRA (Cleaning and Restoration Association)
- EPA (Environmental Protection Agency) – lead certified
- NSC (National Safety Council)
- OSHA (Occupational Safety and Health Association): 30 HR and HAZWOPER Certified
- NASCLA (National Association of State Contractors Licensing Agency)
- Building Trades Association
- Better Business Bureau

In accordance with the U.S. Green Building Council, we are committed to establishing environmentally sound sites and reducing energy costs. Several of our team members hold LEED certifications and are committed to increasing energy efficiency and green living. We are proactively seeking contracts that require ways to become more efficient and environmentally friendly to achieve this effort. Brian Schupbach our Executive Vice President of Large Loss Sales is a LEED-AP.

Signal is a results-driven, solution-oriented organization built on a culture of Relentless Customer Service.

# EXPERIENCE

Signal has an extensive history servicing commercial customers in several industries including: Education, Healthcare Government, Hospitality, and Industrial. Signal specializes in complex projects. We just completed one of the largest hurricane restoration projects in North America as a result of Hurricane Maria. This project was completed in 2019 and exceeded \$130,000,000 in gross revenues.

Signal Restoration locations have participated in remediation and restoration of several education facilities and large scale projects, including:

## New York City Health & Hospitals Corporation

\$135,000,000



SuperStorm Sandy delivered a crippling blow to one of the largest healthcare systems in the US when the storm surge from the East River caused extensive flooding and environmental issues to five major hospitals in the nation's largest city.

Signal was hired by the City of New York to complete the mitigation and restoration of 5 major hospitals, some of the largest in the US. Signal had more than 1,000 local skilled professionals working three shifts to expedite the recovery process.

Millions of gallons of dirty water entered each hospital's facility and their clinical, administrative, and patient care areas were heavily damaged. This extensive damage heavily impacted the lowers floors and basement where the HVAC, circuit platforms, elevator pits, switch gear, IT servers and archives required extensive remediation and restoration. To remediate the damage signal performed:

- Mitigation and demolition
- Dehumidification and mold remediation
- Reparation to elevators
- Unsalvageable removal
- Infection control and hazardous waste management
- Auxiliary power and wiring
- Content inventory and restoration of patient records and documents (including HIPPA)
- Intensive cleaning
- Reconstruction of all affected floors (including new basement flooring, docks, and masonry walls)

Mayor Bloomberg issued an emergency bond to finance the expedited remediation and restoration of the city's hospitals and schools. The extremely large numbers of workers, certified payrolls, phases of work, movement of resources in/out, specialty trades, permitting, and patient constraints required Signal's mastery in scheduling and project management to ensure that the hospitals could remain in operation during the remediation. While the project and the logistics were challenging, Signal completed the remediation and reconstruction of all 5 hospitals in a record-setting 10 months!

This luxury Resort, one of the world's foremost recognized brands, was heavily impacted by Hurricane Maria. Signal quickly met with hotel management, mobilized, and began large loss mitigation procedures soon after the event.



Unreliable electricity (requiring large generators), communication, and a severely damaged city infrastructure were additional challenges to the restoration efforts. Signal also utilized many local subcontractors and brought valuable equipment and chemicals to the Island from the mainland. The property is situated on its own 17-acre peninsula. It hosts 9 restaurants and bars, a conference center, 24 conference rooms, and 365 guest rooms.

Safety in all operations are key. Signal engaged their National Safety Director and a third-party safety expert to guarantee the most stringent operations on the Island.

This project involved extensive analysis and mitigation services to save as much of the building and its contents as possible. Mitigation efforts included:

- Site stabilization
- Temporary repairs (plumbing and electrical)
- Encapsulation
- Negative air pressure
- Moisture analysis and mapping
- Remediation following Industrial Hygienist protocols
- Air filtration
- Dehumidification
- Safe biocide mass application
- Demolition, removal, & disposal of all impacted building materials

Once mitigation was complete, Signal finished the reconstruction, restoring the property to original pre-loss condition, and completing owner-funded upgrades.

Each phase of the restoration work was done in concert with hotel management. Safety was paramount for hotel guests, employees and workers. One of Signal's EVPs made San Juan his temporary home. He personally supervised the entire project from start to finish, for almost 2 years from the date of loss. Also, one of Signal's principal owners committed more than six months to the project. He personally managed the relationships between hotel ownership, hotel operations, and the claims team.

“

Within four days, our associates affected by the damage began returning to their restored offices and workstations. We had always thought highly of [Signal's] operations, but this experience of responsiveness, thoroughness and professionalism deserves to be specifically noted.

- Roger S. Penske, Chairman, Penske Corporation





On 4/28/2017 a pipe main burst into the basement of this large university 9 story building where over 8 feet of water flooded. The water was a category 3 (biohazard) also contaminated by the fluids for the elevator pit. It significantly impacted: fine art storage, 3 computer labs, large mechanical works, electrical mains, paper making studios, nearly a hundred thousand books, antique books, archives, classrooms, several fine art libraries, elevators and their university art vault. The value of the art work, university archives, computer information (server drives) and rare books made this a very high risk loss requiring (the very special handling of damaged articles, its transportation, treatment, storage) the utmost expertise and execution.



Signal managed the entire staged recovery efforts, assembled industry specialists, scheduling and equipment to restore all affected areas: dewatering, humidification control, environmental desiccant drying, ACM testing and removal, photo documenting, content inventory, heavy structure cleaning, fine art restoration, textile restoration, paper – book restoration, freeze drying, computer equipment restoration, non-salvable inventory and removal, valuation appraisals, demolition, mechanical room restoration, duct cleaning, large electrical panel repairs, elevator repairs, flooring repairs and reconstruction of the entire basement facility. The project met its tight timeline because of the need for this critical facility.

Signal managed the entire staged recovery efforts, assembled industry specialists, scheduling and equipment to restore all affected areas. Signal's restoration work included:

- Dewatering
- Humidification control and environmental desiccant drying
- ACM testing and removal
- Photo documenting and content inventory
- Heavy structure cleaning
- Fine art, textile, and paper-book restoration
- Freeze drying
- Computer equipment restoration
- Non-salvable inventory and removal
- Valuation appraisals
- Demolition
- Mechanical room restoration
- Duct cleaning
- Large electrical panel, elevator, and flooring repairs
- Reconstruction of the entire basement facility

Signal responded within hours to begin water extraction and added water extraction resources as well as electricians to arrange temporary power to the basement areas. Additionally, the Signal team worked closely with their art restoration consultant as well as the University curator to determine which artwork to restore, which was done to expectation with no pieces rejected or sent back. Thanks to Signal, the University was able to open on schedule for the fall semester, with very little indication there had been a major catastrophe just months before.

## Catastrophic Water Damage to School District. Pontiac, MI

\$8,500,000

Frozen pipes burst under pressure and flooded a school district. The flooding crumbled multiple facilities within the district, including a high school, an elementary school, and a technology center, all of which sustained catastrophic water damage as well as damages to the infrastructure. The flooding further overwhelmed the facility boiler, a malfunction that severely obstructed the HVAC systems, requiring auxiliary ventilation and heat.



In total, a combined area of over 500,000 sq. ft. was affected. A 265,000 sq. ft. High School, a 164,000 sq. ft. Elementary School, and a Technology Center measuring over 96,000 sq. ft. were impacted by the catastrophe, including classrooms and administrative spaces.

Signal Restoration provided emergency services that were essential to stabilizing the site:

- Extracted water throughout multiple facilities.
- Removed and inventoried all affected materials.
- Provided auxiliary power to maintain facility operations.
- Provided temporary HVAC and heat due to the facility boiler malfunction.
- Treated and restored all affected materials.
- Reconstructed all affected classrooms and rebuilt all administrative spaces.
- Operational in Record Time
- Signal Restoration professionals have extensive experience in handling catastrophic water damage events. They completed the water extraction and dehumidification services, as well as the necessary reconstruction of the school facility in record time, to assure that classes can resume as quickly as possible.

## Grosse Pointe South High School

\$1,000,000

Built in 1972, Grosse Pointe South High School is a city gem, even today. However, in 2016 thousands of gallons of raw sewage came up through the sewer main into the large mechanical room in the basement. The older basement posed several life safety challenges in addition to the incredible amount of biohazard waste which was unbreathable. The layout was very dangerous given the many sharp edges, confined spaces, constantly changing floor depth, pipes jutting out in the walkway, and low ductwork. This is a dangerous area to work around even under normal circumstances.



Twelve Signal Restoration mitigation technicians were assigned after our Project Manager scoped the project out and presented his remediation plan. Safety was the most pressing concern because of the imminent risk of tearing personal protection gear, physical injury, and dangerous raw sewage present everywhere. Signal performed:

- Muck out (removing heavy sewage)
- Power washing of difficult mechanisms
- Cleaning and disinfecting
- Testing of surface areas
- Obtaining environment clearance and final cleaning

Special Odor treatment was also circulated throughout the premises to ensure the balance of the property was neutral of the event.

# ORGANIZATIONAL STRUCTURE

## Company Ownership

### Mark Davis, Co-CEO



Mark W. Davis is the Co-CEO of Signal Restoration Services and Chairman & CEO of PuroClean, a property damage restoration franchise system with 300+ offices in the US & Canada. Since acquiring Signal in 2012 and PuroClean in 2015, Davis has grown both Signal and PuroClean exponentially.

Since 1996, Mark has been a leader in the disaster restoration and reconstruction industry. He is co-founder and former CEO of Belfor North America. Under the leadership of Davis, Belfor grew from its US origins as Rocky Mountain Catastrophe in Denver, Colorado from one office and 33 employees to 52 offices and 1,700 employees in eight years. During this major growth and early consolidation period in the industry, Davis was a young entrepreneur who successfully disrupted the then stagnant restoration industry. Davis sold his shares in Belfor to Franz Haniel & Cie, GmbH in Germany and left the industry for a few years while fulfilling the terms of a non-competition clause.

In 2009, Davis became CEO of InStar Services Group. Davis led a successful financial turnaround of a failing company that suffered major financial losses in 2007 and 2008 resulting in a \$16 million swing in net profit within the first year. He sold his shares in 2011 with a plan to search for a strong platform restoration company to scale similar to how he had scaled Rocky Mountain Catastrophe.

In 2012, Davis and his business partner Frank Torre purchased Signal Building Company in Troy, Michigan. They immediately changed the name to Signal Restoration Services and recruited some of the best talent in the restoration industry. In the first year of ownership, Davis led Signal's first responder team in New York City to assist the City of New York with the massive damage caused by SuperStorm Sandy. The company provided more than \$130 million in remediation and reconstruction services to the City of New York in just 10 months.

In the second year of ownership, Davis utilized his extensive experience in acquisitions by acquiring USA Specialized Services in California. Both Signal and USA Specialized (now Signal Restoration West) have grown revenue and profit by a multiple of more than 20 times. Signal then acquired Sentinel Group in New York, enhancing the company's sales and operations strength in the Northeast.

Davis and Torre purchased PuroSystems, Inc., and the PuroClean Global franchise brand on September 28, 2015. Together with Signal, PuroClean is emerging as an innovative and customer service driven company in the US & Canada. With more than 300 locations and a 2020 ranking as #121 in the Franchise 500 list of the World's Top Franchise Companies (out of 5,000+ franchise companies), PuroClean is the fastest growing restoration franchise company in North America.

Mark graduated from the University of Nebraska - Lincoln with a Bachelor of Science degree in Business Administration. He lives in Michigan with his three children. Mark is a Director for Junior Achievement and a member of the World Presidents Organization.

## Frank Torre, Co-CEO



Frank Torre is Co-CEO of Signal Restoration Services, a large-scale national disaster restoration services company, and the Vice Chairman of PuroClean, a national residential disaster restoration services company with locations across the United States and Canada.

Following the acquisition of Signal Restoration Services in 2012 and PuroClean in 2015 with his business partner Mark Davis, Signal's revenue and profits grew by a multiple of more than 20 times, while PuroClean has doubled in size to 300+ locations to become one of the fastest-growing restoration franchise company in North America.

Previously, Frank Torre was the Founder and CEO of Torre & Bruglio, Inc., a company founded by Frank with just one truck, and became one of the largest commercial landscape architecture and construction services firms in North America. Together with its subsidiaries, Torre & Bruglio, Inc., Torre Golf Management, Inc., and Torre & Bruglio Athletic Division, Inc. amassed an impressive portfolio of national clients around the country including sports venues and historic properties which include some of the region's most iconic landmarks, such as the construction of the Detroit Tigers Athletic field at Comerica Park.

Outside of his role as Co-CEO of Signal Restoration Services and Vice-Chairman of PuroClean, Frank Torre serves on the Executive Board of the Dallas based Tenet Healthcare Systems. He is also the Chairman of the Board of Directors of the Detroit Medical Center's Rehabilitation Institute of Michigan (RIM) and Chairs RIM Foundation, an organization that is dedicated to promoting the rehabilitation of people with life-altering disabilities and injuries through research, education, and community programs and activities. Under his tenure, the Hospital has become one of the top rehabilitation institutes in the country, which has enabled it to identify and pursue programs that advance medical research and help develop cutting edge treatments that improve the health of those living with disabilities.

Frank was appointed by the Governor of the State of Michigan to serve on the prestigious Michigan Natural Resources Trust Fund Board and was recently appointed to serve on the Board of Directors of the Detroit Regional Chamber of Commerce.

Frank Torre's commitment to excellence, relentless customer service, and dedication to professionalism has earned him an impressive array of Industry Awards and Honors, including being recognized by dBusiness as one of the most powerful business leaders in Michigan (for 2018, 2019, 2020). Frank was also the recipient of the International Institute of Metropolitan Detroit's Heritage Hall of Fame Award.

Outside of his numerous public and private commitments, Frank Torre is actively involved with several charities and educational programs that reflect his deep ties to the community. He serves as the Chairman of Boys Hope Girls Hope of Detroit, a non-profit organization that helps underprivileged youth with scholarship and education, where his fundraising initiatives have contributed over 5 Million dollars to directly support the organization's scholarship and educational initiatives.

For over two decades, Frank Torre has collaborated with his longtime client, Roger Penske, owner of Penske Automotive Group and Team Penske Racing, on the annual Detroit Grand Prix Races, a premier IndyCar Series race held on Belle Isle in Detroit, Michigan.

# ORGANIZATIONAL CHART - SIGNAL



## Key Personnel

### Chad Howard, President & COO

Chad has approximately 10 years in the property restoration and remediation industry, joining Signal in 2013. Chad initially lead the California operations and now leads the company as President and COO, overseeing the executive teams responsible for strategy, operations, and business development. Before Signal, Chad served as President of a textile cleaning company for 3 years, leading the operations within the restoration industry. Chad continues to be an entrepreneurial leader stemming from his co-founding of Direct Distribution LLC, a beverage distribution company and exclusive provider of Red Bull Energy Drink in Southwest Michigan, for which he owned and operated for 10 years before selling the company in 2010.

### Dan Dansby, Executive Vice President – National Sales

Dan has over 35 years of experience in the construction industry and over 20 years specifically in insurance commercial construction, restoration, and reconstruction. As an Executive Vice President – Large Loss Sales, Dan is responsible for developing and maintaining strategic client relationships as well as strategizing on company sales. Dan joined Signal in 2020 when Express merged with Signal. As co-founder and President of Express, Dan was responsible for providing executive leadership as well as managing Large Loss Commercial Sales. Prior to Express, Dan served in similar roles at several construction companies including: Interstate Restoration, CSI Restoration, Belfor, Rocky Mountain Catastrophe, MA Mortenson, Johnson Brothers Construction, Resource Construction, and Chen Northern. Dan has led teams that have produced over \$1.6 billion in construction in his career and specializes in managing large scale projects within the US and Internationally. Dan graduated from the University of Wyoming with a degree in Civil Engineering and is OSHA30 certified.

### Brian Schupbach – LEED AP, Executive Vice President – Large Loss Sales

Brian has 30 years of experience in the construction industry and over 20 years specifically in insurance commercial construction, restoration, and reconstruction. As an Executive Vice President – Large Loss Sales, Brian is responsible for developing and maintaining strategic client relationships as well as managing insurance construction projects. Brian joined Signal in 2020, when his company, Express Remediation & Reconstruction, LLC, merged with Signal Restoration Services. Prior to Express, Brian served in similar roles at several construction companies including: Interstate Restoration, Jim Black Construction, LVI Services Inc, Insurance Contractors & Assoc, American Building Contractors, and Best Construction. Brian has led teams that have produced over \$1.3 billion in construction in his career and specializes in managing large scale projects within the US and Internationally. Brian graduated from Arizona State University - Business Defense Language in Spanish and holds several certifications including: Institute - Spanish licensed EPA Asbestos Building Inspector (AHERA) and holds several certifications including LEED AP, HAAG Commercial & Residential Roofing Inspector #201701429, General Contractor Class B, General Contractor Class C, IICRC, WRT, ASCR, Asbestos Awareness Training, Mold Mitigation Expert Certificate, OSHA30, and OSHA HAZWOPER 40. Brian is a proud veteran and served in the US Army as a military intelligence officer.

### Allen Roney, Executive Vice President – Large Loss

Allen has 25 years' experience in project management and restoration and has lead Signal's National Large loss team since joining in 2012. Allen and his team manage any complicated and/or large-scale restoration projects to completion. Prior to joining Signal, Allen held similar positions and responsibilities at InStar Services Group and A&B Fire Protection. Allen has licenses and certifications including: IICRC – Water Restoration Technician (WRT), IICRC– Applied Structural Drying (ASD), and Asbestos Contractor/Supervisory Certification.

### Ron Miles – Executive Vice President - Construction

Ron has 28 years of experience in the construction industry and over 18 years specifically in commercial construction, insurance restoration, and reconstruction. Ron and his team are responsible for completing large scale construction and reconstruction projects. Ron joined Signal in 2020, when his company, Express Remediation & Reconstruction, LLC, merged with Signal Restoration Services. Prior to Express, Ron served in similar roles at several construction companies including: Interstate Restoration, Catastrophe Services International, Bridgeway Construction Company, and Westgate Construction Services. Ron has led teams that have produced over \$900 million in construction in his career and specializes in managing large scale projects within the US and Internationally. Ron graduated from Washington State University with a degree in Construction Management & Engineering. Ron has several licenses and certifications including: General Contractor license – multiple states, General Contractor Class A & B Certificate ICC International Code Council, General Contractor Class A NASCLA National Association of State Contractors Associations, IICRC – Water Restoration Technician (WRT), IICRC– Applied Structural Drying (ASD), Asbestos and Lead Abatement Certificates, and OSHA 30.

### Bryan Newell, Executive Vice President – Estimating

Bryan has been in the insurance property claims industry for 20 years, working both as an adjuster and restoration contractor. Bryan is a lead estimator for Signal and also serves as a project manager on some of the industry's largest projects. Bryan joined Signal in 2012 after serving similar roles for two other restoration firms, including InStar Services Group, and serving as an independent adjuster for Reid, Jones, McRorie & Williams, Inc. Bryan held several licenses including: Property and Casualty Licensed Adjuster – Texas, Non-Resident Property and Casualty Licensed Adjuster – Florida & Texas, Asbestos Handling, National Flood Insurance Program Certified Adjuster, and USAA Certified Adjuster. He currently holds several certifications including: IICRC – Water Restoration Technician (WRT), and IICRC– Applied Structural Drying (ASD).



### Anthony Girges – Executive Vice President

Anthony has over 15 years of experience in the construction industry. As Chief Financial Officer and Chief Operating Officer for Affiliated Restoration Group, LLC and Express Remediation & Reconstruction, LLC, Anthony was responsible for managing the finances and overseeing the day-to-day administrative and operational functions of the company. Anthony joined Signal in 2020, when Express merged with Signal. Prior to Express, Anthony served as Founder and Chief Executive Officer of Trisagion & Associates, Inc. and Chief Business Development Officer for Samco Group Corp., which were both large scale labor and supervision providers for Restoration General Contractors across the United States and Mexico. Anthony graduated from DeVry University as a member of the Business Honor Society, Sigma Beta Delta with a Bachelor of Science in Business Administration with an emphasis in Business Information Systems. Anthony is OSHA10 certified and also holds licenses as a Mold Remediator Contractor in the states of Texas and Florida.

### Keith Hemmer, Chief Business Development Officer

Keith recently joined Signal as an executive focusing primarily on business development after spending 20+ years with Alacrity Services in both operational and business development roles. Keith is in charge of managing Signal's relationships with current and prospective clients including sales, marketing and account management teams. In addition to leading business development at Alacrity, Keith also used his years of experience in consulting and project management to manage field activities of the company and participate in the implementation of new programs. Keith previously worked as a Cost Engineering Consultant, and has extensive experience in cost engineering, workflow design, and contractor management. Keith graduated from Virginia Tech with a degree in Civil Engineering.

### Derrick Hall, National Director – Operations

Derrick has over 20 years of experience in the insurance restoration and environmental industries. Derrick started at age 16 as a mitigation technician and advanced his career as a project manager, team leader, and general manager at Rocky Mountain Catastrophe and Belfor. As a young entrepreneur, he founded Horizon Restoration in Denver and grew it from start up to \$6 Million in revenue, eventually selling to Mark Davis. Prior to taking on the role of Director of Operations at Signal, Derrick was the Operations Manager for Signal in Puerto Rico, managing high profile projects resulting from Hurricane Maria. Derrick is a licensed EPA Asbestos Building Inspector (AHERA) and holds several certifications including IICRC – Water Restoration Technician (WRT), IICRC– Applied Structural Drying (ASD), EPA Lead Risk Assessor, IAQA Certified Indoor Environmentalist (CIE), IAQA Certified Microbial Investigator (CMI), and IAQA Microbial Remediation Supervisor.

### Barry Rice, Environmental Health & Safety Director

Barry is a Certified Safety Professional (CSP) with 20 years of experience supporting EHS efforts in various industries, including environmental restoration, heavy industrial manufacturing, mechanical field service, automotive and aircraft manufacturing support, residential and commercial construction, and disaster restoration. Specific experience in the disaster restoration field ranges from corporate safety program development, EHS training, and field work support from small-scale residential to large-scale, multi-million dollar commercial.

Barry is adept at understanding a customer's specific EHS compliance needs and policies, integrating those needs into Signal's EHS practices at the jobsite, and ensuring Signal Project Managers and Supervisors understand how to manage the needs on a daily basis. Conversely, Barry will also communicate the Environmental, Health, and Safety requirements that apply to Signal to the customer to ensure compliance through the duration of the project.

### Trent Atkins, Emergency Services Manager and Director – Future Ready Programs

Trent recently joined Signal to expand the company's ability to assist clients with customers to develop pre-disaster mitigation plans and conduct training. He has 30 years of experience in public safety and community preparedness, disaster response, recovery, and mitigation experience including: Emergency Manager for Shiawassee County, MI, Emergency Director of Risk Management, for Lansing Board of Water and Light, and Assistant Fire Chief for the City of Lansing. As a member of the International Association of Fire Chief's (IAFC) Emergency Management workgroup, Chief Atkins helped to develop statewide mutual aid procedures in over 24 states and was the lead evaluator for the statewide mutual exercises held by the IAFC. Trent is a certified Professional Emergency Manager; Executive Fire Officer Designation from the National Fire Academy; other various risk management and technical emergency response certifications; and published research within the Emergency Management Institute/National Fire Academy library.

### David Passman, Managing Director - Insurance Solutions Group

David joined Signal Restoration in March of 2017 as Managing Director of Signal's Insurance Solutions Group. David uses his 45 years of experience in the industry to maintain strong relationships with insurers, adjusters, consultants and insureds to assist Signal's clients in resolving contentious claim situations. Prior to joining Signal, David had a long career working for insurance brokers, including Willis Towers Watson, Aon Risk Services, Johnson & Higgins, Alexander & Alexander, and risk divisions of AIG. David has advocated on behalf of his clients on some of the largest and most complex property claims in the insurance industry.



LOCATIONS

# NORTH AMERICAN FOOTPRINT



Covering all 50 States, Canada, and the Caribbean



Signal Office Locations



Branch / Partner Offices

Corporate Headquarters  
2490 Industrial Row Dr.  
Troy, MI 48084



# REFERENCES

The University of the Arts  
Desiree Deluca – Assistant VP  
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New York City Health & Hospitals Corporation  
John Levy, President  
Consultant to NYC  
(917) 754-7717

IHG (Intercontinental Hotels)  
John Leary, Executive Vice President  
(240) 472-0254

Mercedes Benz  
Laura Dimario, Head of Workspace Services  
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Southfield MI 8076  
(248) 540-1000

Farbman Group  
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Southfield, MI 48034  
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gutman@farbman.com

Shiloh Industries  
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Cameron Tipton  
Superintendent of Construction  
St. Tammany Parish Schools  
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Trinity Health  
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Liberty Mutual Insurance  
Jason Theis, CPCU, Claims Strategic Initiatives Specialist  
(857) 240-0621

McLarens  
Mike Vadney, Executive General Adjuster  
(714) 747-0532

Brookdale Senior Living  
Bette McNamara – Risk Manager  
111 Westwood Place  
Brentwood, TN 37027  
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bmcnamara@brookdale.com

City Club Apartments  
Roger Remblake – Assistant Vice President  
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Detroit, MI 48226  
(312) 971-8615  
rremblake@cityclubapts.com



# Exhibit A – Financial Document



CONFIDENTIAL

February 23, 2021

RE: **Bank Reference**

To Whom It May Concern:

Please accept this letter as confirmation that **Signal Holdings, L.L.C.** (the "Customer") has been a client of Bank of America, N.A. (the "Bank") for a period of **3** years.


**The Bank has established a guaranteed credit facility in the Moderate 8 figure range for the Customer (the "Credit Facility"). The amount outstanding under the Credit Facility is currently in the Moderate 7 figure range. The availability of funds under the Credit Facility is subject to certain terms, conditions and covenants set forth in the Credit Facility.**

**The Customer currently has cash, marketable securities or other investments on deposit with the Bank and its affiliates.**

This letter is being provided as a matter of courtesy at the request of the Customer. Please note that the information provided by the Bank in this letter is given as of the date of this letter and is subject to change without notice, and is provided in strict confidence to you for your own use only, without any responsibility, guarantee, representation, warranty (expressed or implied), commitment or liability on the part of the Bank, its parents, subsidiaries or affiliates or any of its or their directors, officers or employees to you or any third party, and none of them assumes any duties or obligations to you in connection herewith or any transaction between you or your affiliates and the Customer. This letter is not to be quoted or referred to without the Bank's prior written consent. The Bank cannot provide any opinions of the creditworthiness of the Customer or any of its affiliates, and the above information does not constitute an opinion of the Bank of the ability of the Customer to successfully perform its obligations under any agreement it may enter into with you, the Bank or any other person or entity.

The Bank has no duty and undertakes no responsibility to update or supplement the information set forth in this letter.

Very truly yours,

By: 

Name: Jerome J. Henson  
Title: Senior Relationship Manager

# MARKETING OVERVIEW

PROPOSED TO:

AEPA

PREPARED BY:

Signal Restoration



## SIGNAL RESTORATION

Signal has serviced large institutional clients for over 45 years and has established itself as a leader in the restoration and reconstruction industry. Signal's expertise, corporate locations, and an extensive network of over 300 industry partners enable us to be "Ready For Anything" and respond quickly to a wide range of restoration emergencies.

## PROJECT BACKGROUND

In an effort to provide collaborative relations with AEPA Member Agencies, Signal Restoration curates and creates a suite of digital and print assets that can be used in a variety of marketing scenarios. We are able to provide joint qual statement packages, one-sheets, hybrid logo's highlighting the collaboration along with the ability to publish AEPA awarded contracts to our corporate responsibility page and beyond for productive media coverage for both parties.

## COOPOERATIVE MARKETING EFFORTS

01

The on-boarding process will launch the contract with our Signal Future Ready pre-planning protocol. We also offer extensive training to our clients on environmental health & safety to ensure they are in compliance with all guidelines.

02

Our advertising agency partners will draw up digital and print collateral for planned advertisements.

03

Our corporate responsibility department will highlight all awarded contracts to showcase our deep commitment to high-impact non-profits in the education space by publishing and distributing featured blog posts on the Signal website.

04

Activity under awarded contract from AEPA will be evaluated for social media and industry periodical distribution to amplify the AEPA and Signal collaborative relationship.

## SUMMARY

- Client On-Boarding Education
- Social Media Posts
- Business Case Development
- Corporate Responsibility Blog Posts
- Print & Digital Collateral Assets
- Cooperative Logo Branding
- Client Reviews
- Industry Periodical Publishing



# Exhibit C – Signal Locations

## NORTH AMERICAN FOOTPRINT



Office Location	City	State / Province	Country
Corporate Headquarters	Troy	Michigan	USA
Corporate Location	Macomb	Michigan	USA
Corporate Location	Bedford	Texas	USA
Corporate Location	Tamarac	Florida	USA
Corporate Location	Garden Grove	California	USA
Corporate Location	Denver	Colorado	USA
Corporate Location	Nashville	Tennessee	USA
Corporate Location	New York	New York	USA
Branch / Partner Office	New Bern	North Carolina	USA
Branch / Partner Office	Las Angeles	California	USA
Branch / Partner Office	San Diego	California	USA
Branch / Partner Office	Cedar Park	Texas	USA
Branch / Partner Office	Waconia	Minnesota	USA
Branch / Partner Office	Flower Mound	Texas	USA
Branch / Partner Office	Wyomissing	Pennsylvania	USA
Branch / Partner Office	Conroe	Texas	USA
Branch / Partner Office	Boerne	Texas	USA
Branch / Partner Office	Lexington	Kentucky	USA
Branch / Partner Office	Reno	Nevada	USA
Branch / Partner Office	Southport	North Carolina	USA
Branch / Partner Office	Atascadero	California	USA
Branch / Partner Office	Victorville	California	USA
Branch / Partner Office	Santa Rosa	California	USA
Branch / Partner Office	Louisville	Kentucky	USA
Branch / Partner Office	Williston	Vermont	USA
Branch / Partner Office	Gray	Tennessee	USA
Branch / Partner Office	Miami	Florida	USA
Branch / Partner Office	Chatsworth	California	USA
Branch / Partner Office	Rockville	Maryland	USA
Branch / Partner Office	Greenfield	Indiana	USA
Branch / Partner Office	Georgetown	Indiana	USA
Branch / Partner Office	Pittsburgh	Pennsylvania	USA
Branch / Partner Office	Scottsdale	Arizona	USA
Branch / Partner Office	Delaware	Ohio	USA
Branch / Partner Office	Oshkosh	Wisconsin	USA
Branch / Partner Office	Pineville	North Carolina	USA
Branch / Partner Office	Lanham	Maryland	USA
Branch / Partner Office	Watervliet	Michigan	USA
Branch / Partner Office	Columbus	Ohio	USA
Branch / Partner Office	Chardon	Ohio	USA
Branch / Partner Office	Warwick	Rhode Island	USA
Branch / Partner Office	Jacksonville	Florida	USA
Branch / Partner Office	San Diego	California	USA
Branch / Partner Office	Delran	New Jersey	USA
Branch / Partner Office	Gulf Breeze	Florida	USA
Branch / Partner Office	Rancho Cordova	California	USA
Branch / Partner Office	Wheaton	Illinois	USA
Branch / Partner Office	Thousand Oaks	California	USA
Branch / Partner Office	Orchard Park	New York	USA
Branch / Partner Office	Costa Mesa	California	USA
Branch / Partner Office	Margate	Florida	USA
Branch / Partner Office	Middlesex	New Jersey	USA
Branch / Partner Office	Green Bay	Wisconsin	USA
Branch / Partner Office	Moraine	Ohio	USA
Branch / Partner Office	Moraine	Ohio	USA
Branch / Partner Office	Linwood	North Carolina	USA
Branch / Partner Office	New Braunfels	Texas	USA
Branch / Partner Office	Greenville	South Carolina	USA
Branch / Partner Office	Charleston	South Carolina	USA
Branch / Partner Office	Williamsburg	Virginia	USA
Branch / Partner Office	Martinsville	Virginia	USA
Branch / Partner Office	Fayetteville	North Carolina	USA
Branch / Partner Office	Spartanburg	South Carolina	USA
Branch / Partner Office	Shelby Township	Michigan	USA
Branch / Partner Office	Nanuet	New York	USA
Branch / Partner Office	Milton	Ontario	Canada
Branch / Partner Office	Oakville	Ontario	Canada
Branch / Partner Office	Frisco	Texas	USA
Branch / Partner Office	St. Albans	New York	USA
Branch / Partner Office	North Platte	Nebraska	USA

Office Location	City	State / Province	Country
Branch / Partner Office	Caseyville	Illinois	USA
Branch / Partner Office	Burlington	Ontario	Canada
Branch / Partner Office	Maple Ridge	British Columbia	Canada
Branch / Partner Office	Lethbridge	Alberta	Canada
Branch / Partner Office	Amarillo	Texas	USA
Branch / Partner Office	Walpole	Massachusetts	USA
Branch / Partner Office	Anaheim	California	USA
Branch / Partner Office	Cambridge	Ontario	Canada
Branch / Partner Office	Concord	Ontario	Canada
Branch / Partner Office	Zephyrhills	Florida	USA
Branch / Partner Office	Moorpark	California	USA
Branch / Partner Office	Cranford	New Jersey	USA
Branch / Partner Office	Hackensack	New Jersey	USA
Branch / Partner Office	Plainview	New York	USA
Branch / Partner Office	Kailua	Hawaii	USA
Branch / Partner Office	Houston	Texas	USA
Branch / Partner Office	Concord	Ontario	Canada
Branch / Partner Office	Jacksonville	Florida	USA
Branch / Partner Office	Powhatan	Virginia	USA
Branch / Partner Office	Tampa	Florida	USA
Branch / Partner Office	Red Deer	Alberta	Canada
Branch / Partner Office	Philomath	Oregon	USA
Branch / Partner Office	San Antonio	Texas	USA
Branch / Partner Office	Rome	Georgia	USA
Branch / Partner Office	Warrenton	Virginia	USA
Branch / Partner Office	Muncie	Indiana	USA
Branch / Partner Office	Kingston	New York	USA
Branch / Partner Office	Huntsville	Alabama	USA
Branch / Partner Office	Titusville	Florida	USA
Branch / Partner Office	Festus	Missouri	USA
Branch / Partner Office	Linthicum Heights	Maryland	USA
Branch / Partner Office	Ottawa	Ontario	Canada
Branch / Partner Office	South Point	Ohio	USA
Branch / Partner Office	Elmhurst	New York	USA
Branch / Partner Office	Stevens Point	Wisconsin	USA
Branch / Partner Office	Leominster	Massachusetts	USA
Branch / Partner Office	TRUSSVILLE	Alabama	USA
Branch / Partner Office	Fort Worth	Texas	USA
Branch / Partner Office	Allen	Texas	USA
Branch / Partner Office	Brantford	Ontario	Canada
Branch / Partner Office	Stamford	Connecticut	USA
Branch / Partner Office	Prescott Valley	Arizona	USA
Branch / Partner Office	Amherstburg	Ontario	Canada
Branch / Partner Office	Spruce Grove	Alberta	Canada
Branch / Partner Office	Orange	New Jersey	USA
Branch / Partner Office	Belle Chasse	Louisiana	USA
Branch / Partner Office	Wood Dale	Illinois	USA
Branch / Partner Office	Rochester	Minnesota	USA
Branch / Partner Office	Centennial	Colorado	USA
Branch / Partner Office	Toronto	Ontario	Canada
Branch / Partner Office	Aidrie	Alberta	Canada
Branch / Partner Office	Okotoks	Alberta	Canada
Branch / Partner Office	Comelius	North Carolina	USA
Branch / Partner Office	Brunswick	Ohio	USA
Branch / Partner Office	St. Augustine	Florida	USA
Branch / Partner Office	Thousand Palms	California	USA
Branch / Partner Office	Prattville	Alabama	USA
Branch / Partner Office	Brandon	Florida	USA
Branch / Partner Office	Avon Lake	Ohio	USA
Branch / Partner Office	Cleveland	Tennessee	USA
Branch / Partner Office	Anderson	South Carolina	USA
Branch / Partner Office	Lakeland	Florida	USA
Branch / Partner Office	Concord	Ontario	Canada
Branch / Partner Office	Fuquay Varina	North Carolina	USA
Branch / Partner Office	Signal Hill	California	USA
Branch / Partner Office	Bakersfield	California	USA
Branch / Partner Office	Vancouver	British Columbia	Canada
Branch / Partner Office	Markham	Ontario	Canada
Branch / Partner Office	Birmingham	Alabama	USA
Branch / Partner Office	Westerville	Ohio	USA
Branch / Partner Office	Winnipeg	Ontario	Canada



Office Location	City	State / Province	Country
Branch / Partner Office	Jefferson	Georgia	USA
Branch / Partner Office	Metairie	Louisiana	USA
Branch / Partner Office	Hillsboro	Oregon	USA
Branch / Partner Office	Colorado Springs	Colorado	USA
Branch / Partner Office	Temecula	California	USA
Branch / Partner Office	Memphis	Tennessee	USA
Branch / Partner Office	Auburn	Massachusetts	USA
Branch / Partner Office	Burr Ridge	Illinois	USA
Branch / Partner Office	Jupiter	Florida	USA
Branch / Partner Office	Republic	Missouri	USA
Branch / Partner Office	Wilmington	Illinois	USA
Branch / Partner Office	Alsip	Illinois	USA
Branch / Partner Office	Stouffville	Ontario	Canada
Branch / Partner Office	Broomfield	Colorado	USA
Branch / Partner Office	Albany	New York	USA
Branch / Partner Office	Edmonton	Alberta	Canada
Branch / Partner Office	Marietta	Georgia	USA
Branch / Partner Office	Ajax	Ontario	Canada
Branch / Partner Office	Austin	Texas	USA
Branch / Partner Office	Overland Park	Kansas	USA
Branch / Partner Office	Corpus Christi	Texas	USA
Branch / Partner Office	Ashland	Wisconsin	USA
Branch / Partner Office	Conyers	Georgia	USA
Branch / Partner Office	Fort Payne	Alabama	USA
Branch / Partner Office	Lees Summit	Missouri	USA
Branch / Partner Office	Las Vegas	Nevada	USA
Branch / Partner Office	Milton	Ontario	Canada
Branch / Partner Office	Truro	Nova Scotia	Canada
Branch / Partner Office	Wyandotte	Michigan	USA
Branch / Partner Office	Conroe	Texas	USA
Branch / Partner Office	Covington	Louisiana	USA
Branch / Partner Office	Knoxville	Tennessee	USA
Branch / Partner Office	Burlington	Ontario	Canada
Branch / Partner Office	Concord	Ontario	Canada
Branch / Partner Office	Lowell	Arkansas	USA
Branch / Partner Office	Madison	Indiana	USA
Branch / Partner Office	Vars	Ontario	Canada
Branch / Partner Office	Sterling	Virginia	USA
Branch / Partner Office	Omaha	Nebraska	USA
Branch / Partner Office	Elkton	Maryland	USA
Branch / Partner Office	Omaha	Nebraska	USA
Branch / Partner Office	Lynnwood	Washington	USA
Branch / Partner Office	North Little Rock	Arkansas	USA
Branch / Partner Office	Council Bluffs	Iowa	USA
Branch / Partner Office	Saskatoon	Saskatchewan	Canada
Branch / Partner Office	Stevensville	Maryland	USA
Branch / Partner Office	Calgary	Alberta	Canada
Branch / Partner Office	Woodinville	Washington	USA
Branch / Partner Office	Bloomfield Hills	Michigan	USA
Branch / Partner Office	Issaquah	Washington	USA
Branch / Partner Office	Northbrook	Illinois	USA
Branch / Partner Office	Coral Gables	Florida	USA
Branch / Partner Office	Keller	Texas	USA
Branch / Partner Office	Wakefield	Massachusetts	USA
Branch / Partner Office	Naples	Florida	USA
Branch / Partner Office	South Portland	Maine	USA
Branch / Partner Office	Strafford	New Hampshire	USA
Branch / Partner Office	Wayne	New Jersey	USA
Branch / Partner Office	Yukon	Oklahoma	USA
Branch / Partner Office	Mcloud	Oklahoma	USA
Branch / Partner Office	White Rock	British Columbia	Canada
Branch / Partner Office	North Fort Myers	Florida	USA
Branch / Partner Office	Broken Arrow	Oklahoma	USA
Branch / Partner Office	Antioch	California	USA
Branch / Partner Office	Ardsley	New York	USA
Branch / Partner Office	Amityville	New York	USA
Branch / Partner Office	Ossining	New York	USA
Branch / Partner Office	San Antonio	Texas	USA
Branch / Partner Office	Macomb	Michigan	USA
Branch / Partner Office	Staten Island	New York	USA
Branch / Partner Office	Barrie	Ontario	Canada

Office Location	City	State / Province	Country
Branch / Partner Office	Marysville	Washington	USA
Branch / Partner Office	Placentia	California	USA
Branch / Partner Office	Nesconset	New York	USA
Branch / Partner Office	Osgood	Ohio	USA
Branch / Partner Office	St. Catharines	Ontario	Canada
Branch / Partner Office	Columbus	Mississippi	USA
Branch / Partner Office	Fairfield	Connecticut	USA
Branch / Partner Office	Denver	Pennsylvania	USA
Branch / Partner Office	Miami Lakes	Florida	USA
Branch / Partner Office	Blairsville	Georgia	USA
Branch / Partner Office	Imperial	Pennsylvania	USA
Branch / Partner Office	Fort Worth	Texas	USA
Branch / Partner Office	Gilbert	Arizona	USA
Branch / Partner Office	Bluffdale	Utah	USA
Branch / Partner Office	Los Angeles	California	USA
Branch / Partner Office	Lexington	South Carolina	USA
Branch / Partner Office	Chamblee	Georgia	USA
Branch / Partner Office	Naperville	Illinois	USA
Branch / Partner Office	Corona	California	USA
Branch / Partner Office	Denver	Colorado	USA
Branch / Partner Office	Macedonia	Ohio	USA
Branch / Partner Office	Nampa	Idaho	USA
Branch / Partner Office	Dacula	Georgia	USA
Branch / Partner Office	Ocean Springs	Mississippi	USA
Branch / Partner Office	Alexandria	Virginia	USA
Branch / Partner Office	North Miami Beach	Florida	USA
Branch / Partner Office	Humble	Texas	USA
Branch / Partner Office	Howell	Michigan	USA
Branch / Partner Office	Dartmouth	Nova Scotia	Canada
Branch / Partner Office	Livonia	Michigan	USA
Branch / Partner Office	Gravenhurst	Ontario	Canada
Branch / Partner Office	Raleigh	North Carolina	USA
Branch / Partner Office	Natick	Massachusetts	USA
Branch / Partner Office	London	Ontario	Canada
Branch / Partner Office	Collingwood	Ontario	Canada
Branch / Partner Office	Longwood	Florida	USA
Branch / Partner Office	Glendale	Arizona	USA
Branch / Partner Office	Chicago	Illinois	USA
Branch / Partner Office	Calimesa	California	USA
Branch / Partner Office	Nashville	Tennessee	USA
Branch / Partner Office	Springfield	Virginia	USA
Branch / Partner Office	Milwaukie	Oregon	USA
Branch / Partner Office	Orland Park	Illinois	USA
Branch / Partner Office	Plymouth	Michigan	USA
Branch / Partner Office	Happy Valley	Oregon	USA
Branch / Partner Office	Palm Desert	California	USA
Branch / Partner Office	Vista	California	USA
Branch / Partner Office	Everett	Washington	USA
Branch / Partner Office	Wentzville	Missouri	USA
Branch / Partner Office	New Jersey	New Jersey	USA
Branch / Partner Office	Bennett	Colorado	USA
Branch / Partner Office	Newton	Massachusetts	USA
Branch / Partner Office	Millersville	Maryland	USA
Branch / Partner Office	Nottingham	Maryland	USA
Branch / Partner Office	Poughkeepsie	New York	USA
Branch / Partner Office	Lafayette	Indiana	USA
Branch / Partner Office	Eliot	Maine	USA
Branch / Partner Office	Mamaroneck	New York	USA
Branch / Partner Office	Sheridan	Colorado	USA
Branch / Partner Office	Wellington	Florida	USA
Branch / Partner Office	Spokane	Washington	USA
Branch / Partner Office	Fort Mill	South Carolina	USA
Branch / Partner Office	Waukesha	Wisconsin	USA
Branch / Partner Office	Wichita	Kansas	USA
Branch / Partner Office	Rochester	New York	USA
Branch / Partner Office	Laguna Niguel	California	USA
Branch / Partner Office	Highlands Ranch	Colorado	USA
Branch / Partner Office	Fresh Meadows	New York	USA
Branch / Partner Office	Columbus	Ohio	USA
Branch / Partner Office	Murfreesboro	Tennessee	USA
Branch / Partner Office	Canton	Michigan	USA

Office Location	City	State / Province	Country
Branch / Partner Office	Los Angeles	California	USA
Branch / Partner Office	Sylvan Lake	Michigan	USA
Branch / Partner Office	Durango	Colorado	USA
Branch / Partner Office	Hixson	Tennessee	USA
Branch / Partner Office	Stuart	Florida	USA
Branch / Partner Office	Terre Haute	Indiana	USA
Branch / Partner Office	Jacksonville	Florida	USA
Branch / Partner Office	Mineola	New York	USA
Branch / Partner Office	Regina	Saskatchewan	Canada
Branch / Partner Office	Green Cover Springs	Florida	USA
Branch / Partner Office	Fresno	California	USA
Branch / Partner Office	Bartlett	Illinois	USA
Branch / Partner Office	Rancho Cucamonga	California	USA
Branch / Partner Office	Simi Valley	California	USA
Branch / Partner Office	McLean	Virginia	USA
Branch / Partner Office	Ashley Forest	South Carolina	USA
Branch / Partner Office	Hunt Valley	Maryland	USA
Branch / Partner Office	Post Falls	Idaho	USA
Branch / Partner Office	Augusta	Georgia	USA
Branch / Partner Office	Lake Barrington	Illinois	USA
Branch / Partner Office	Cary	North Carolina	USA
Branch / Partner Office	Atlanta	Georgia	USA
Branch / Partner Office	Oak Park	Illinois	USA
Branch / Partner Office	Glastonbury	Connecticut	USA
Branch / Partner Office	Canton	Georgia	USA
Branch / Partner Office	Golden	Colorado	USA
Branch / Partner Office	Myrtle Beach	North Carolina	USA
Branch / Partner Office	Dayton	Kentucky	USA
Branch / Partner Office	Glendora	California	USA
Branch / Partner Office	Windsor	Colorado	USA
Branch / Partner Office	King of Prussia	Pennsylvania	USA
Branch / Partner Office	Wallaceburg	Ontario	Canada
Branch / Partner Office	Edmond	Oklahoma	USA
Branch / Partner Office	Plantation	Florida	USA
Branch / Partner Office	Clarksville	Tennessee	USA
Branch / Partner Office	Northridge	California	USA
Branch / Partner Office	Edmond	Oklahoma	USA
Branch / Partner Office	Rockville	Maryland	USA
Branch / Partner Office	Sun City	California	USA
Branch / Partner Office	Sullivan	Missouri	USA
Branch / Partner Office	Center Valley	Pennsylvania	USA
Branch / Partner Office	Massapequa	New York	USA
Branch / Partner Office	Huntington	New York	USA
Branch / Partner Office	Harleysville	Pennsylvania	USA
Branch / Partner Office	Georgetown	Indiana	USA
Branch / Partner Office	Las Vegas	Nevada	USA
Branch / Partner Office	Davie	Florida	USA
Branch / Partner Office	Mobile	Alabama	USA
Branch / Partner Office	Hemdon	Virginia	USA
Branch / Partner Office	Northport	Alabama	USA
Branch / Partner Office	Houston	Texas	USA
Branch / Partner Office	Bryan	Texas	USA
Branch / Partner Office	Greer	South Carolina	USA
Branch / Partner Office	Shreveport	Louisiana	USA
Branch / Partner Office	San Diego	California	USA
Branch / Partner Office	Ellenton	Florida	USA
Branch / Partner Office	Wilmington	North Carolina	USA
Branch / Partner Office	Orlando	Florida	USA
Branch / Partner Office	Liverpool	New York	USA
Branch / Partner Office	Suwanee	Georgia	USA
Branch / Partner Office	Vancouver	Washington	USA

# Exhibit E & F – Specs



2490 Industrial Row Dr  
Troy, MI 48084

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## RFP - Daily Report with Moisture Mapping

**Claim ID**

Commercial Water Leak

**Claim Date**

January 12, 2021

**Address**

123 South Main Street, San Jose, CA,  
USA

**Policyholder Name**

RFP - Scenario 2 - Commercial Water  
Damage

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## Report Details

RFP - Daily Report with Moisture Mapping

# Table of Contents

**First floor corridor**

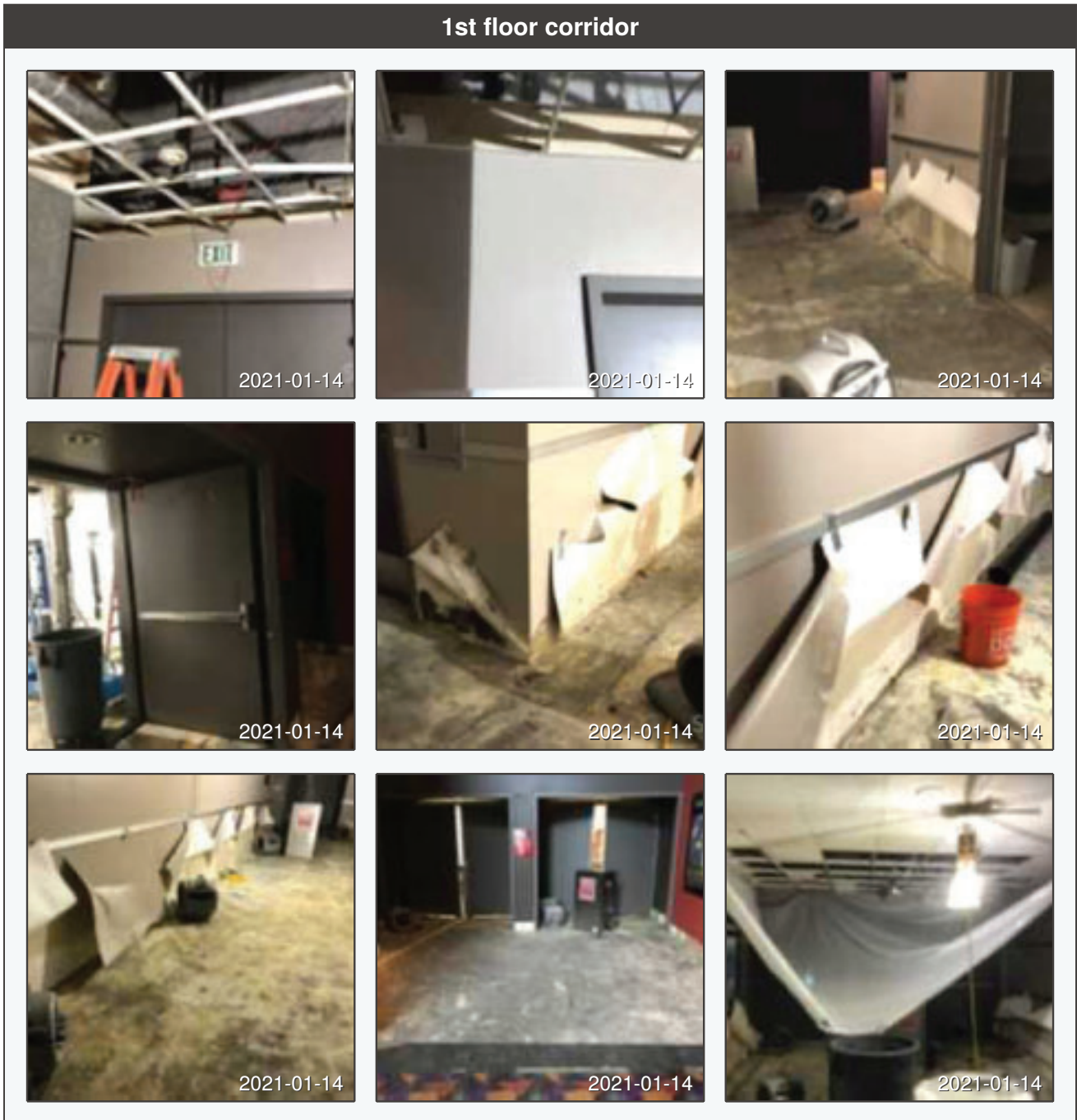
Photo Notes . . . . . 3  
Text Notes . . . . . 3

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## First floor corridor

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### PHOTO NOTES: First floor corridor



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### TEXT NOTES: First floor corridor

## First floor corridor

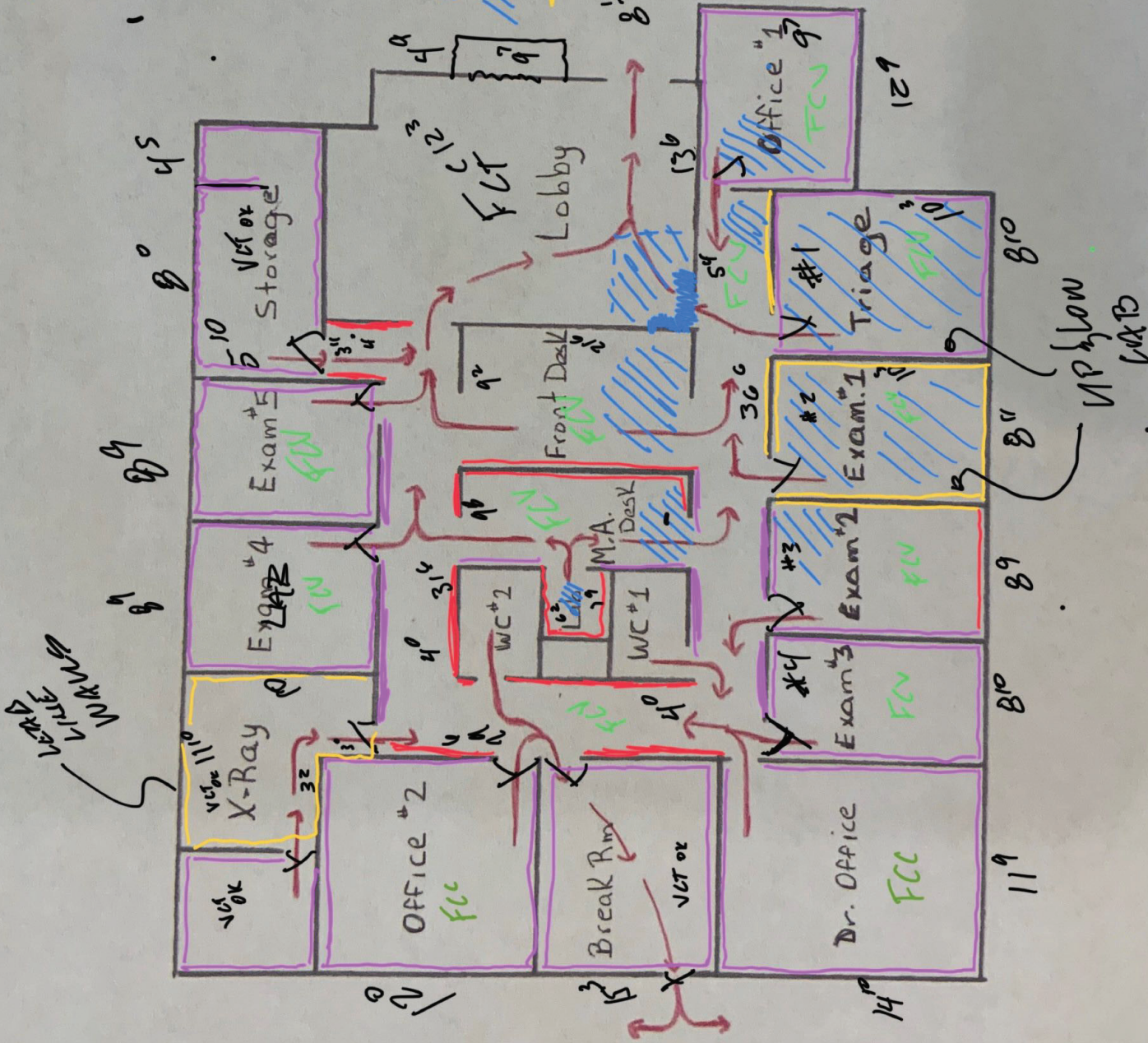
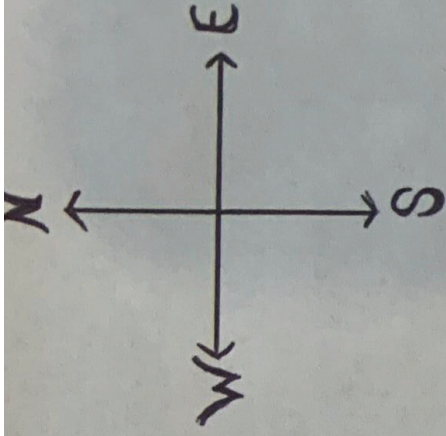
Initial assessment: An approximate 2,500-3,000 sq. foot category 2, class 2 water loss has affected a vacant, ground level corridor that serves the entrances for six (6) movie theater screening rooms. The incident was reported as a leak from a fire sprinkler system that has flooded the area with water that is at least a “couple of inches” deep – no fire or smoke damage was reported. Material types affected include ceramic tile, carpet, sheet rock and vinyl cove base. Based on the age of the building it is not suspected that ACMB or LBP is present. However to meet the Federal & State regulations, Signal Restoration Services obtained the services of ELEMENT Building Sciences to perform a ACM survey. The results determined that no ACMB were present. A LBP survey was not conducted based on the age of the building.

Standing water is extracted and moisture assessment of the building materials was completed. It determined the following:

- 1st floor theater entry area and hallways (total affected area 1531 sf)
- 1239.5 sf of carpet
- 117 sf of vinyl tile
- 367.5 SF of ceiling tile
- 323 LF / 800 SF of sheetrock (SR) walls 2' above finished floor (AFF) and 3-10' AFF around source at the double doors area and (44 SF of ceiling SR)

Two (2) days into the drying the broken sprinkler is still draining water due to the height and length of system, however flow has slowed to a point where a final “capping” of the sprinkler was possible. During this process however, no diversion methods were in place to allow plumber access and as such, the floor was partially re-wetted near the source. This required additional extraction methods and drying.

Day four (4) of drying approximately 37 SF of heavily saturated sheet rock close to the source has not responded well to drying methods and will need to be removed. Additionally, another 45 SF of sheet rock was removed due to suspected microbial growth. Since a ACM survey was already completed on the homogenous building materials no additional survey was required.



UPPER 4' WALL

CEILING

WALL FLOOR TO CEILING

FIV. LAMINATE PLANKS

WALL TO 4' AFF

WALL TO 2' AFF

FU - CARPET

UPPER LOW CARP

WALLS WITH WIND



# Exhibit G – Signal MSA

## MASTER SERVICE AGREEMENT



THIS AGREEMENT by and between Signal USA, LLC and/or Signal Restoration West, LLC. Both dba Signal Restoration Services ("SIGNAL"), with Corporate Headquarters located at 2490 Industrial Row, Troy, Michigan 48084 and \_\_\_\_\_ ("Owner") is entered into upon the following terms and conditions.

### RECITALS

WHEREAS, the purpose of this Agreement is to establish the basis upon which SIGNAL will provide insurance restoration, remediation or reconstruction services as directed by Owner (by Owner consent their insurer or their agents) for their company and its supporting facilities.

WHEREAS, upon execution of: (1) this Master Agreement and (2) a SIGNAL Work Order (attached as Exhibit "C" or other mutually written authorization to proceed with services), Owner authorizes SIGNAL to respond to a loss for the Owner under the terms as herein provided.

WHEREAS, Owner and SIGNAL intend to be bound by the provisions set forth hereunder.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SIGNAL and Owner agrees as follows:

### TERMS OF AGREEMENT

#### Article 1 - Term

This Agreement is binding on the parties upon full signing hereof (the "Effective Date"), and shall continue for a period of exactly two (2) years from such date. Either party may terminate this Agreement by providing one (1) months written notice prior to the end of the first two-year term. If this Agreement is not renewed in writing during the first two-year term, the Agreement continues. Any termination request must be made in writing to the other party.

#### Article 2 – Payments & Invoicing

Owner shall deliver payments to Signal by one of the following methods: (i) wire transfer (preferred method - see wire transfer instructions attached as Exhibit "A"), or (ii) check or certified funds delivered to Signal Restoration, Attn: Accounts Receivable Dept., 2490 Industrial Row, Troy, Michigan 48084-7005.

SIGNAL agrees to follow an industry standard format on all invoices. All charges on invoices presented by SIGNAL are based upon the "SIGNAL T&M Rate Schedule" (attached as Exhibit "B") or other charges in accordance with this Agreement (or by other Agreements signed between SIGNAL and the Owner), and will be paid no later than thirty (30) days after submittal to the Owner. Owner and SIGNAL may mutually agree to perform non-emergency or non-mitigation work on a stipulated sum basis (ie: Xactimate or Lump Sum) provided that the scope and price are mutually agreed upon in writing prior to the commencement of work.

Projects with an actual duration over one (1) month may be, at SIGNAL's discretion, be invoiced on a Progress

Payments basis. SIGNAL will bill in monthly intervals and charge for the percentage of work completed. The Progress Payment invoice may also be based upon the percentage of work completed of an overall project's "lump sum," if the project is based upon an Estimate agreed to between SIGNAL and the Owner in writing. Rate and Material invoices will be invoiced in accordance with the Signal Rate & Material Schedule.

SIGNAL's payment shall not be affected by disputes between the Owner and its insurer or dependent upon the insurer's payment or approval of SIGNAL's invoices or charges. The Owner assigns to SIGNAL its right, title, and interest in any and all insurance proceeds for the Work performed under the Work Authorization and/or this Agreement (this section is not applicable to work performed in Florida). Notwithstanding the foregoing, the Owner is ultimately liable for any charges for work performed under this Agreement. SIGNAL's final waiver of lien, and final unconditional waivers from all subcontractors and suppliers, will be provided to Owner upon full and final payment to SIGNAL.

Interest on any unpaid balance shall be charged at the rate of 1.5 % per month or the maximum rate allowed by law. If payment is not timely made, on submitted invoices, SIGNAL reserves the right to cease any work upon Owner withholding payment, whether present or future, until SIGNAL fully paid, including interest, for services performed.

### Article 3 – Indemnity & Limitation of Liability

To the extent permitted by law, SIGNAL will reimburse, indemnify, defend, and hold harmless the Owner, and its shareholders, employees, officers, managers, managing members and directors from and against loss, damage, expense (including reasonable attorney fees and expenses), for any claim or action by or on behalf of any person (collectively, "Loss") resulting from: (i) any defective work performed under the Work Authorization by SIGNAL or its employees or agents; (ii) all claims of SIGNAL employees, agents and subcontractors, whether for injury, death, compensation, social security, pension, or unemployment compensation, (iii) all injury, death, damages and loss caused by SIGNAL or its any of its subcontractors and (iv) if SIGNAL is paid according to this Agreement, SIGNAL will indemnify Client from any and all lien claims from SIGNAL or any of its subcontractors, suppliers or laborers. In no event shall SIGNAL be liable for consequential, reliance or special damages, delay, including lost profits, lost revenues or lost business opportunities from any indemnity or claim asserted against Owner. Notwithstanding the foregoing, SIGNAL is not liable to the extent any injury, damage, or loss, is proximately caused or alleged to be proximately caused, in whole or in part, by the negligence or willful act(s) or omissions of the Owner, its employees, subcontractors or its agents.

SIGNAL SHALL HAVE NO LIABILITY FOR, AND SHALL BE INDEMNIFIED AND HELD HARMLESS FROM AND AGAINST, ALL CLAIMS, DAMAGES, LIABILITIES, AND COSTS ARISING OUT OF OR RELATING TO THE PRESENCE, DISCOVERY, OR FAILURE TO DISCOVER, REMOVE, ADDRESS, REMEDIATE OR CLEANUP ENVIRONMENTAL OR BIOLOGICAL HAZARDS INCLUDING, BUT NOT LIMITED TO, MOLD, FUNGUS, HAZARDOUS WASTE, SUBSTANCES OR MATERIALS, OR ASBESTOS UNLESS SIGNAL IS SPECIFICALLY CONTRACTED TO PERFORM DISCOVERY, HAZARDOUS ABATEMENT OR PROVISION TESTING SERVICES TO CURRENT INDUSTRY STANDARDS. .

### Article 4 - Insurance

SIGNAL shall, during the performance of this Agreement, maintain the following insurance coverages as indicated or as required by local law, whichever is greater, with insurers in good standing and authorized to do business under the laws of the State(s) where performance occurs:

- a) Commercial General Liability written on an occurrence basis, naming the Owner as an additional insured, including without limitation, Bodily Injury and Property Damage Liability, Products and Completed Operations Liability, and Contractual Liability. The minimum limits are One Million Dollars (\$1,000,000) per each occurrence, Two Million Dollars (\$2,000,000) aggregate (Products and Completed Operations), and Two Million Dollars (\$2,000,000) general aggregate;

- b) Automotive Liability covering all owned, leased, or rented vehicles with property damage and bodily injury coverage with combined single limits of Two Million Dollars (\$2,000,000); and
- c) Worker's Compensation (Statutory) and Employers' Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000) per accident, Five Hundred Thousand Dollars (\$500,000) disease (each employee), and Five Hundred Thousand Dollars (\$500,000) disease (policy limit).
- d) Contractors Pollution Liability coverage with limits of Two Million Dollars (\$2,000,000) per occurrence and in the Aggregate.
- e) Crime and employee theft coverage with limits of five hundred thousand dollars (\$500,000.00)

Within fourteen (14) days of the Effective Date of this Agreement, SIGNAL shall tender to the Owner at Owner's written request, ACORD form certificates of insurance evidencing the coverage required to be maintained by SIGNAL. The certificates shall provide that no change or cancellation of insurance will be made without prior written notice to the Owner and must reflect the AM Best rating of the insurer in the "remarks" section of the certificate or alongside the insurer's name. Owner shall be a named Certificate Holder.

#### Article 5 - Assignment

Neither the Owner nor SIGNAL may assign or otherwise transfer its rights, obligations, and/or duties under this Agreement without the prior written consent of the other unless those assignments are to SIGNAL subsidiaries, affiliates or other owned company. Any prohibited assignment is void. Nothing contained in this Article shall be deemed or construed to prevent SIGNAL from subcontracting out all or a portion of the services provided hereunder.

#### Article 6 - Confidentiality

The parties agree that any information (including the existence or provisions of this Agreement) relating to the parties, and provided by the parties or their respective agents/representatives, shall be received by the other party in confidence. The aforementioned confidentiality, and non-disclosure, obligation survives termination of this Agreement, for any reason whatsoever, and binds each party's legal representatives, successors and assigns.

#### Article 7 – Warranty

SIGNAL warrants to Owner that all materials and equipment used in or incorporated into the Service will be of good quality, new; that all labor, installation, materials and equipment used or incorporated into the Work will be of good quality, installed in a good and workmanlike manner, and free from defects; and the Work will conform with the requirements of this Agreement and all applicable codes or current industry standards. Note that mitigation and mold remediation work is not warrantable but subject to current industry standards and testing protocols that includes "clearance" testing by an independent environmental expert. The foregoing Warranty shall commence on the date of the project's completion and continue for a period of one (1) year. If required by Owner, SIGNAL shall furnish satisfactory evidence as to the kind and quality of materials and equipment. SIGNAL's warranty excludes remedy for damage or defect caused by abuse, pre-existing defects, modifications not executed by Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage. All warranties are contingent upon full and final payment to SIGNAL.

## Article 8 – Taxes

SIGNAL shall pay all sales, consumer, use and other taxes that are legally the liability of the Contractor for work performed by SIGNAL. However, SIGNAL will charge the Owner for sales tax if required by state law. All fees and charges by SIGNAL under this Agreement are exclusive of taxes.

## Article 9 – Regulatory Compliance, Permits & Safety

SIGNAL and its employees, agents, and subcontractors will comply with all federal, state and local laws, rules and regulations applicable to this Agreement or to the performance of services rendered hereunder. SIGNAL will secure and pay for any and all permits and licenses required in the performance of the services. SIGNAL will abide by all local, OSHA and federal safety laws. SIGNAL shall take all necessary precautions for the safety of its employees and all other persons who may be affected by their work.

## Article 10 – Mold & Abatement Work

If mold, microbial matter, or other hazardous material is (1) found on any property covered by this Agreement and (2) the Owner desires for SIGNAL to provide any necessary services related to such mold, microbial matter or other hazardous material, the parties agree to contract with SIGNAL to provide remediation services. Issuance of a Work Authorization will not authorize SIGNAL to provide services to remediate any hazardous materials. Mold, microbial matter, and/or hazardous materials are each defined in the broadest sense possible under this Agreement.

## Article 11 – Force Majeure

Owner will not hold SIGNAL liable, will not impose any delay charges and will extend any completion deadlines (to the amount of days incurred by the condition of Force Majeure) for not meeting its obligations under this Agreement due to circumstances that prevent SIGNAL from performing under this Agreement. Those circumstances include but are not limited to: acts of war, local quarantine or evacuation order, acts of God, continuing severe weather, order by court or governmental authority or other circumstances beyond SIGNAL's control.

## Article 12 – Attorney's Fees

The prevailing party to any legal action or extra-judicial proceeding relating to this Agreement shall be entitled to recovery of its reasonable attorney's fees, costs, expert fees and other reasonable expenses incurred. The determination of the "prevailing party" shall be based upon the party who prevails upon the matters actually litigated and shall not be determined solely based upon the party receiving a net monetary recovery.

## Article 13 – Counterparts

This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original but all of which together shall constitute one and the same Agreement.

## Article 14 – Survival and Severability

The provisions of this Agreement, which by their nature survive termination of this Agreement or final completion thereof, including, without limitation, all warranties, indemnities and payment obligations shall remain in full force and effect after final completion or any termination of this Agreement. In the event a provision or portion of a provision, of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions or portions shall be enforceable to the fullest extent allowable by law in order to give maximum legal force to those provisions or portions that are not illegal or unenforceable.

Article 15 – Entire Agreement

This Agreement, its Exhibits, and the Work Authorization are the final, full and complete agreement between the Client and SIGNAL with respect to the subject matter hereof. All prior and contemporaneous agreements, representations, and understandings of the parties are superseded by the terms of this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, or shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

Article 16 – Governing Law

This Agreement shall be construed, interpreted, and enforced in accordance with the internal laws of the State of Michigan, without regard to the laws of any other jurisdiction. Disputes regarding the services performed will be litigated or mediated in the State where the services are performed.

Article 17 – Notices

For SIGNAL:

Signal Restoration Services – MSA  
2490 Industrial Row  
Troy, Michigan 48084  
[rmartens@signalrestoration.com](mailto:rmartens@signalrestoration.com)

For Owner:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

The parties hereto understand and agree to the terms and conditions of this Agreement and further the Owner declares that they are authorized to bind their company into this Agreement, and only a SIGNAL Officer/Director is authorized to sign, on the day and year set forth below,

SIGNAL RESTORATION SERVICES

OWNER

\_\_\_\_\_  
Signature by an Officer/Director of SIGNAL

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**Exhibit A**  
**SIGNAL WIRE TRANSFER INSTRUCTIONS**

SIGNAL USA, LLC dba Signal Restoration Services

**Incoming Domestic Wire Transfer Instructions**

Bank Information: Bank of America NA  
SWIFT CODE: BOFAUS3N  
CHIPS Number: 0959  
Bank Routing Number: 026009593  
Bank Name and Address: Bank of America NA  
100 West 33<sup>rd</sup> Street  
New York, NY 10001

Beneficiary Account #: 8670415742

Beneficiary Name: Signal USA, LLC

**Incoming ACH Transfer Instructions**

Bank Information: Bank of America NA  
Bank Routing Number: 071000039  
Bank Name and Address: Bank of America NA  
1401 Elm Street 2<sup>nd</sup> Floor  
Dallas, TX 75202

Beneficiary Account #: 8670415742

Beneficiary Name: Signal USA, LLC



Exhibit C
SIGNAL MSA WORK ORDER

OWNER NAME (per MSA): \_\_\_\_\_

WORK ORDER NUMBER: \_\_\_\_\_

State Contractor's License #: \_\_\_\_\_

This Work Order is issued by Owner or Owner's Representative to SIGNAL by a Master Service Agreement ("MSA") made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, to authorize and direct SIGNAL to proceed with the property titled \_\_\_\_\_ who's location is at \_\_\_\_\_ the "Project") upon the work scope and terms provided herein:

FIRST: The "Scope" of this Work Order to SIGNAL is designated below:

[ ] Emergency Services

[ ] Demolition

[ ] Mitigation

Extraction / Dehumidification / Moisture Mapping
Work will only be done to current industry standards (IICRC S500 or similar current standard).

[ ] Mold Remediation

Signal must have a written protocol by an Environmental Consultant and the remediation scope approved by the insurer and Owner to proceed if mold is over 10 square feet of surface space. Work will only be done to current industry standards (IICRC S520, NYC Guidelines or similar current standard).

[ ] Reconstruction:

[ ] Xactimate Estimate

[ ] Signal's T&M Rate Schedule

- [ ] Contents: [ ] Inventory
[ ] Cleaning
[ ] Storage
[ ] Pack Out

- [ ] Xactimate Estimate
[ ] Xactimate Estimate
[ ] Xactimate Estimate
[ ] Xactimate Estimate

- [ ] Signal's T&M Rate Schedule
[ ] Signal's T&M Rate Schedule
[ ] Signal's T&M Rate Schedule
[ ] Signal's T&M Rate Schedule

[ ] Other: \_\_\_\_\_

[ ] Xactimate Estimate

[ ] Signal's T&M Rate Schedule

SECOND: Unless indicated above, services will be performed & invoiced in accordance with Signal's T&M Rate Schedule (Exhibit B of the MSA). Please attach any Estimate for this job to this Work Order as an exhibit. If any Owner or Owner's Representative directed Change Order is part of this Scope, then attach the document detailing specific scope and price.

THIRD: Signal at its sole discretion may negotiate with my insurer to hasten the adjustment process. Owner or Owner's Representative agrees to cooperate with their mortgage carrier or code inspectors (if any) to timely allow inspections, sign off on required paperwork and not to cause any unreasonable delays.

In witness whereof, the parties to this Work Order bind each other to this Agreement,

SIGNAL

OWNER

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Submit Work Order and Proposal, Specifications or Work Scope as Part of this Contract to:
Signal Restoration Services
workorder@signalrestoration.com

## Small Tools List

**3% "Small Tools" Fee will be applied to all Labor Categories, excluding Admin and Management.  
Signal Small Tools list includes but is not limited to all items listed below.**

5 gal. Homer Bucket	Engine Sprayer	Ruler
Adapters	File Set	Safety Cone - Exterior Large
Bar, Crow	First Aid Kit	Safety Cone - Interior Small
Bar, Flat	Flashlight	Paint Brush
Batteries	Folding Table	Sanding Blocks
Blades, Box Cutter	Folding Chairs	Saw, Hack
Blades, Razor Saw	Funnel, Plastic	Scissors
Bolt Cutters	Furniture Blankets	Scrapers
Bottle Water	Grabbers	Screwdrivers
Box Cutters (Utility Knives)	Hammers	Scrub Brush
Braker Bars	Ice Bags (for Iced Water)	Shears
Broom - Push, Street	Levels	Shovels
Brush, Tooth (cleaning)	Long Reach Fret Saw	Small Power Tools (all other)
Brush, Wire	Lumber Crayons	Socket Sets, and Bits
Carpenter's Pencils	Markers	Socket Extensions
Carvers	Measure Tape	Squares
Caulk Gun	Miter Master	Squeegees
Chains	Nippers	Stapler, and Staples
Chalk and Chalk Line	O2 Gas Detector	Tape Gun
Chisels	Plasticutter	Tin Snips
Clamps	Pliers	Tweezers
Company T-Shirts	Power Drinks (e.g. Gatorade)	Unger Poles
Drill Bit Set	Pullers - Cable, Fuse	Vacuum Bulb Dust Blower
Drill Chuck	Putty Knife	Washers
Drinking Cups	Ratchets	Water Cooler
Dust Pan	Razor Saw	Wire Stripper/Cutter
Dusters	Reamers	Wrenches



By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and that 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	

SIGNAL USA, LLC

Name of Business

Signature of Authorized Representative

Robert M. Martins

Printed Name

2/23/2021

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.

Robert MARROWS 2490 INDUSTRIAL ROW DR, TROY MI 48084  
 Authorized Representative (Please print or type) Mailing Address

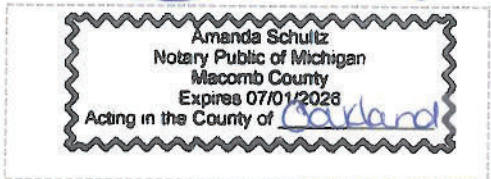
LEGAL DIRECTOR 2490 INDUSTRIAL ROW DR, TROY, MI 48084  
 Title (Please print or type) City, State, Zip

[Signature] 2/23/2021  
 Signature of Authorized Representative Date

Subscribed and sworn to before me this February day of 23, 2021

Notary Public in and for County of Oakland State of Michigan

My commission expires on 7/1/2026 Signature [Signature]



Enter Notary Stamp




### 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.

<b>Business Name</b>	<u>Signal USA, LLC</u>	<b>Date</b>	<u>2/23/2021</u>
<b>Address</b>	<u>2490 Industrial Row Drive</u>	<b>City, State Zip</b>	<u>Troy, MI 48084</u>
<b>Contact Person</b>	<u>Robert Martens</u>	<b>Title</b>	<u>Legal Director</u>
<b>Authorized Signature</b>		<b>Title</b>	<u>Legal Director</u>
<b>Email</b>	<u>rmartens@signalrestoration.com</u>	<b>Phone</b>	<u>248-765-3709</u>

#### PART II: AWARDED 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 twelve (12) months and will commence on the date indicated below and continue until February 28, 2022, unless terminated, canceled, or extended. By mutual written agreement as warranted, the contract may be extended month by month up to six (6) months or for three (3) additional 12-month periods.

**Awarding Agency** \_\_\_\_\_

**Authorized Representative** \_\_\_\_\_

<b>Awarded this</b>	<b>day of</b>	<b>Contract Number</b>
<b>Contract to commence</b>		
<b>(Member Agency to select)</b>	<u>3/1/2021</u>	<b>Or</b>



## Recommendation for New Contracts

### AEPA RFP **021.5 Disaster Recovery Services**

#### RFPs received that were rejected PRIOR to committee evaluation with cause for rejection:

n/a

#### RFPs received that were rejected DURING committee evaluation with cause for rejection:

n/a

#### Vendors recommended with reason for recommendation:

BMS-CAT –RFP complete and services offered will benefit members  
ServiceMaster-RFP complete and services offered will benefit members  
Signal-RFP complete and services offered will benefit members

The committee believes while all three offer some of the same services they also offer different levels of services that would give AEPA as a whole choices depending on the type of disaster encountered.

#### Methodology Used by the Committee for Determination:

Vendor Name	Points Awarded – Based on 100 point scale as published in AEPA RFP Part B, Evaluation
BMS-CAT	76.1
ServiceMaster	71.7
Signal	68.8

#### Proposed Motion:

It is recommended by the Category Committee that AEPA reject the RFPs from N/A.

#### Proposed Motion:

It is recommended by the Category Committee that AEPA approve the RFPs from BMS-CAT, ServiceMaster, and Signal for a recommended contract by our participating member agencies.

#### Committee Members

Committee Chair – Name & Signature: Anna Marie Hollander *Anna Marie Hollander*

Committee Member: Joni Puffett

Committee Member: Jane Wynn

Committee Member: Click or tap here to enter text.

**AEPA Disaster Recovery****Evaluation Summary****RFP #021.5-B**

	<b>BMS CAT</b>	<b>Service Master</b>	<b>Signal USA</b>
	Rating	Rating	Rating
Evaluator 1	84.00	82.00	77.00
Evaluator 2	52.50	37.00	50.00
Evaluator 3	91.80	96.00	79.50
Total Score:	228.3	215.0	206.5
<b>Average Score:</b>	<b>76.1</b>	<b>71.7</b>	<b>68.8</b>