



**Association of Educational**  
PURCHASING AGENCIES

## 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.

<b>Awarding Agency</b>	<u>Cooperative Purchasing Connection</u>		
<b>Authorized Representative</b>	DocuSigned by: <u>Jane Eastes</u> 6D9BB132BB3040A...	<u>Jane Eastes, Deputy Executive Director</u>	
<b>Awarded this</b>	<u>1st</u>	<b>day of</b>	<u>June 2021</u>
<b>Contract to commence</b>	<b>Contract Number</b>		<u>021.5-B</u>
<b>(Member Agency to select)</b>	<del>3/1/2021</del>	<b>Or</b>	<u>June 1, 2021</u>



Association of Educational  
PURCHASING AGENCIES

## AMENDMENT TO CONTRACT AGREEMENT

This Contract Amendment hereby amends the Contract Agreement (hereinafter "Agreement"), contract number 021.5-B, by and between ServiceMaster of St. Cloud Inc. ("Vendor") and the AEPA Member Agency ("Member").

As a result, the Vendor and Member wish to amend the Agreement as follows:

### Acceptance of Solicitation & Contract

#### 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.

To read as follows:

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This Amendment is hereby effective upon its execution. This Amendment and Agreement set forth the entire understanding between the Vendor and Member as to the subject matter herein, and in the event, there are any inconsistencies between the two (2) documents, the terms of this Amendment will control. All other terms and conditions of the Agreement will remain in full force and effect and be binding upon the Vendor and Member.

**ServiceMaster of St. Cloud Inc.**  
("Vendor")

DocuSigned by:  
*Trent Herman*  
1F407A5611AB4F0...

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Authorized Signature

Trent Herman

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Name (Print)

Trent Herman

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Title

May 6, 2021

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Date

**AEPA Member Agency**  
("Member")

DocuSigned by:  
*Jane Eastes*  
6D9BB132BB3040A...

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Authorized Signature

Jane Eastes

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Name (Print)

Executive Deputy Director

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Title

June 2, 2021

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Date



Association of Educational  
PURCHASING AGENCIES

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

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**Awarding Agency**

DocuSigned by: North Dakota Educators Service Cooperative

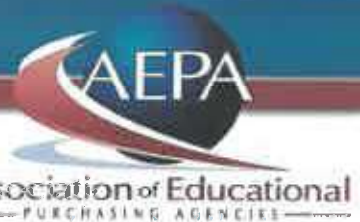
Jane Eastes

**Authorized Representative**

6D9BB132BB3040A...

Jane Eastes, Deputy Executive Director

<b>Awarded this</b>	<u>1st</u>	<b>day of</b>	<u>June 2021</u>	<b>Contract Number</b>	<u>021.5-B</u>
<b>Contract to commence</b>	<u>--- 3/1/2021 ---</u>			<b>Or</b>	<u>June 1, 2021</u>
<b>(Member Agency to select)</b>					



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**ServiceMaster of St. Cloud Inc.  
("Vendor")**

*Trent Herman*

Authorized Signature

Trent Herman

Name (Print)

National Sales & Marketing Manager

Title

5/6/2021

Date

**AEPA Member Agency  
("Member")**

DocuSigned by:  
*Jane Eastes*  
6D9BB132BB3040A...

Authorized Signature

Jane Eastes

Name (Print)

Executive Deputy Director

Title

June 2, 2021 | 9:29 AM CDT

Date