

AEPA Solicitation Audit Checklist

Proposal: 023-D School and Instructional Supplies

Awarded Vendor(s): Blick Art Materials, Flaghouse, Just Right Reader, Lakeshore Learning, Quill, School Specialty

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

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

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)



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 08/02/2022	COOPERATIVE PURCHASING CONNECTION	1000337556	431287
StarTribune 08/09/2022	COOPERATIVE PURCHASING CONNECTION	1000337556	431287

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

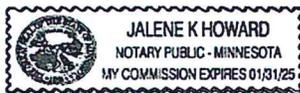
5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Hennepin County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the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

FURTHER YOUR AFFIANT SAITH NOT.

Terri Swanson

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

Jalene K. Howard



Notary Public

TWINS STATISTICS table with columns for player names and statistics.

PITCHERS table with columns for pitcher names and statistics.

MLB ROUNDUP



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

Urias' three-run homer kids off Orioles victory

NEW YORK (AP) — The Orioles' Ramon Urias celebrated after his first-inning three-run home run against Toronto in Baltimore on Monday night.

SCOREBOARD

LOCAL CALENDAR HOME GAMES IN CAPS table with columns for game dates and times.

OTHER SPORTS

Women's soccer: Friday vs. Iowa State, 6pm (exhibition)
MLB NEXT PRO: Monday vs. Tacoma at Nat'l Sports Center, 7pm

BASEBALL

BASEBALL table with columns for team names and game results.

SOCCER

SOCCER table with columns for team names and game results.

BASEBALL

BASEBALL table with columns for team names and game results.

BASEBALL

BASEBALL table with columns for team names and game results.

Cooperative Purchasing Network
Advertiser: 0000431287-01
Agency: N/A
Section-Page-Zone(s): C-5-A11

Proposals for Bids
Proposals for Bids
Invitation to Bid

Mortgage Foreclosures
NOTICE OF MORTGAGE FORECLOSURE SALE

CLASSIFIEDS + PUBLIC NOTICES

STARTRIBUNE.COM/CLASSIFIEDS - 612.673.7000 - 800.927.9233

Proposals for Bids

Invitation to Bid
JBT AeroTech Corporation, Jetway Systems, is soliciting Minority/Women Business Enterprises (M/WBE) and Disadvantaged Business Enterprises (DBE) to participate in the Minneapolis-St. Paul International Airport 2022 Passenger Boarding Bridge Repairs.

Mortgage Foreclosures
NOTICE OF MORTGAGE FORECLOSURE SALE

Twins promoting Varland to Saints

Twins prospect Louie Varland is back in his hometown and one step away from the big leagues. The Twins promoted the 24-year-old righthander to Class AAA St. Paul on Monday.

Varland, twice named Twins minor league pitcher of the week this season, was a 15th-round draft pick out of Concordia (St. Paul) in 2019.

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Star Tribune
Sports
Tuesday, August 9, 2022

Skippers' Moore to U team landed its third recruit

The Gophers men's hockey team landed its third recruit. Skippers' Moore to U team landed its third recruit.

DAILY DELIVERY

Listen now: On Monday's StripSports 'Daily Delivery' podcast, Michael Rand and Star Tribune columnist Patrick Reusse broke down the overturned call in Sunday's Twins game that led to a 3-2 defeat.

BASEBALL

BASEBALL table with columns for team names and game results.

AFFIDAVIT OF PUBLICATION

STATE OF NORTH DAKOTA

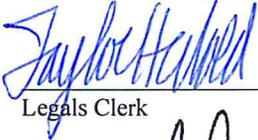
ss.

COUNTY OF CASS

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

1. I am the designated agent of The Forum of Fargo-Moorhead, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspaper listed on the attached exhibit.
2. The newspaper listed on the exhibit published the advertisement of: *Legal Notice; (2) time: Wednesday August 3, 2022, Wednesday August 10, 2022*, as required by law or ordinance.
3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

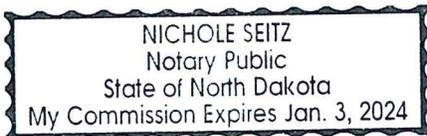
Dated this 10th day of August, 2022



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, Tuesday, September 13, 2022

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

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

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

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

(Aug. 3, & 10, 2022) 87153

*** Proof of Publication ***

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

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

Before me, a Notary Public for the State of North Dakota personally

appeared Jill Lindsay who being duly sworn, deposes and says that he (she) is the Clerk of Bismarck Tribune Co., and that the publication(s) were made through the

Bismarck Tribune on the following dates:

8/3+9/2022

Signed Jill Lindsay

LAKES COUNTRY SERVICE COOP

Lori Mittelstadt

1001 E MOUNT FAITH

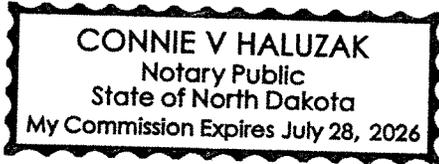
FERGUS FALLS MN 56537

ORDER NUMBER 49631

Sworn and subscribed to before me this 11 day of

August 20 22

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



Section: Legals

Category: 5380 Public Notices

PUBLISHED ON: 08/03/2022, 08/09/2022

TOTAL AD COST: 72.00

FILED ON: 8/9/2022

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8/3 & 9 - 49631

Argus Leader

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

Account No.: SFA-0000000483

Ad No.: 0005342681

PO #: AEPA 023

Lines : 43

Ad Total: \$29.96

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

This is not an invoice

of Affidavits 1

Account No.: SFA-0000000483

Ad No.: 0005342681

Argus Leader AFFIDAVIT OF PUBLICATION

State of Wisconsin

County of Brown

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

Tuesday, August 2, 2022

Tuesday, August 9, 2022

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

Legal Clerk

Notary Public, State of Wisconsin, County of Brown

My Commission expires

SHELLY HORA
Notary Public
State of Wisconsin

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5342681 Aug 2, 9, 2022

From: [Public Purchase](#)
To: [Jane Eastes](#)
Cc: [George Wilson](#); [Melissa Mattson](#); [Steve Griggs](#); [Lisa Truax](#)
Subject: [External]Release Successful on Bid IFB #023-D - School & Instructional Supplies
Date: Tuesday, August 2, 2022 9:00:13 AM

Jane Eastes:

Bid "IFB #023-D - School & Instructional Supplies"
Status: Release Successful on Aug 2, 2022 9:00:04 AM CDT

You can check the released bid by going to the following address:
<http://www.publicpurchase.com/gems/bid/bidView?bidId=159996>

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

Thank you for using Public Purchase.

MK= o3rhfg3Cen2rxXxLLap3mQ==

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

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

Notice to Respondents

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

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

For Solicitations:

Each package consists of multiple parts:

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

All offers must be submitted online via the Public Purchase website by the due date and time listed above. AEPA solicitation documents can be downloaded after registering, at no cost, on Public Purchase at www.publicpurchase.com.

AEPA and/or the respective Member Agencies reserve the right to reject any or all offers in whole or in part; to waive any formalities or irregularities in any offers, and to accept the offers, which in its discretion, within state law, are for the best interest of any of the AEPA Member Agencies and/or their Participating Entities. Note that Respondents must be able to provide their proposed products and services in up to 29 states including California, Colorado, Connecticut, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, New Jersey, New Mexico, North Dakota, Ohio, Oregon, Pennsylvania, South Carolina, Texas, Virginia, Washington, West Virginia, Wisconsin, and Wyoming. Note that not all states participate in each solicitation. The complete list of participating states is found in Part B for each category.

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

Bid & Contract Timeline:

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

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I. About AEPA

Welcome to The Association of Educational Purchasing Agencies (AEPA) annual solicitation. AEPA is a unique school procurement consortium established in 2000 and incorporated in 2007 under the state laws of Nevada. We are a consortium of non-profit public agencies representing twenty-nine (29) states. We joined to issue simultaneous Invitations for Bids (IFB), or Request for Proposals (RFP), generating sales for vendor partners in all fifty (50) states. AEPA’s mission is to cooperatively serve our members through a continuous effort to explore and solve present and future purchasing needs. Our goal is to secure multi-state volume purchasing contracts with benefits for our public members that are measurable, cost-effective, and exceed members’ expectations for customer service and value. AEPA is committed to accomplishing this mission lawfully and ethically, using leading-edge technology and contemporary business practices.

The advantage for vendors to work with AEPA is that you respond to one bid or proposal that is legally performed across as many as 29 states, which have the potential to sell nationwide. You are working with up to 29 agencies with a long and trusted history with their public membership. Through our partnerships, AEPA vendors have access to thousands of public agencies across the country. We are a multi-million-dollar procurement group through our current awarded vendors and are growing.

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

Each Member Agency, along with the awarded Vendor Partner, represents, supports, and promotes the AEPA contracts within their respective state. While the consortium was initially created to support educational entities, the Member Agency for each state determines which public entities (higher educational institutions, cities, counties, townships, states, etc.) can utilize the competitively solicited contracts (see the Summary of State Participation by Solicitation Category Table). Participating entities may include Public and Private School Districts, Educational Service Agencies, Intermediate

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

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

AEPA Member Agency Information

State	Member Agency Name	Contact	Email	Students
California	Monterey County Office of Education d/b/a CalSAVE	Ted Witt	tedwitt@epylon.com	6,002,523
Colorado	Colorado BOCES Association	Ed Vandertook	vandertook@earthlink.net	889,000
Connecticut	Capitol Region Education Council (CREC)	Cara Hart	chart@crec.org	538,000
Florida	Panhandle Area Education Consortium	Tori Baxley	tori.baxley@paec.org	2,700,000
Georgia	Cooperative Purchasing Agency	Kevin Benson	kbenson@cpa4schools.com	1,600,000
Indiana	Wilson Education Center	James Tyler	jtyler@wesc.k12.in.us	1,010,811
Illinois	Illinois Learning Technology Purchase Program	Hope Hardin-Borbely	hhardinborbely@iltpp.org	1,887,316
Iowa	AEA Purchasing	Joni Puffett	joni@aeapurchasing.org	520,000
Kansas	The Purchasing Cooperative at Greenbush	Tina Smith	tina.smith@greenbush.org	476,435
Kentucky	Green River Regional Educational Cooperative	Scott Howard	scott.howard@grrec.org	675,000
Massachusetts	The Education Cooperative	Joan Preble	jpreble@tec-coop.org	955,739
Michigan	Oakland Schools	Anna Marie Hollander	AnnaMarie.Hollander@oakland.k12.mi.us	1,550,802
Minnesota	Cooperative Purchasing Connection	Melissa Mattson	mmattson@lcsc.org	842,932
Missouri	EducationPlus	Steve Griggs	sgriggs@edplus.org	897,651
Montana	Montana Cooperative Service	Dave Puyear	dpuyear@mrea-mt.org	144,129
Nebraska	ESU Coordinating Council (ESUCC)	Craig Peterson	craig.peterson@esucc.org	363,691
New Jersey	Educational Services Commission of	Anthony LaMarco	alamarco@escnj.us	1,369,000
New Mexico	Cooperative Educational Services	Robin Strauser	robin@ces.org	338,307
North Dakota	North Dakota Educators Service Cooperative	Jane Eastes	jeastes@lcsc.org	113,858
Ohio	Ohio Council of Educational Purchasing Consortium	Tamra Hurst	tamra.hurst@apps.sparcc.org	1,854,180
Oregon	Intermountain ESD	Rob Naughton	rob.naughton@imesd.k12.or.us	570,857
Pennsylvania	Central Susquehanna Intermediate Unit d/b/a Keystone Purchasing Network	Mark Carollo	mcarlo@csiu.org	5,700,000
South Carolina	Carolinas Alliance 4 Innovation (CA4I)	Fred Payne	fred.payne@ca4i.org	787,000
Texas	Region 16 Education Service Center d/b/a TexBuy	Andrew Pickens	andrew.pickens@esc16.net	5,232,065
Virginia	Fairfax County Public Schools	Michelle Pratt	MRPratt@fcps.edu	1,249,000
Washington	King County Directors' Association	Dave Mahalko	dmahalko@kcda.org	1,000,000
West Virginia	Mountain State Educational Services Cooperative	Jan Hanlon	jhanlon@k12.wv.us	299,899
Wisconsin	Cooperative Educational Service Agency (CESA Purchasing) #2	Linda Leifker	linda.leifker@cesapurchasing.org	854,000

Wyoming	Northeast Wyoming Board of Cooperative Educational Services	Nita Werner	nwerner@newboces.com	91,000
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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). Instructions on registering for AEPA solicitations on Public Purchase can be found on the AEPA website, www.aepacoop.org. Responses will be evaluated by solicitation category committees comprised of AEPA Member Agencies representatives who have indicated they will participate in the category of products and services being solicited, and after AEPA approval, individual AEPA Member Agencies may award contracts to the AEPA Approved Vendor Partners or reject their offers.

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

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

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

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

B. Questions

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

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

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

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

C. Respondent Qualifications

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

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

D. Bid/Proposal Security

If required, bids or proposals must be accompanied by a satisfactory security bond. **This will vary by the goods/services requested and will be noted in Part B, Technical Specifications for that category.**

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

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

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

E. Solicitation Submittal

1. Preparation of the Response

- a. The solicitation is published in multiple parts.
 - i. Part A contains the general terms and conditions that apply to all solicitations.
 - ii. Part B is the technical specifications or proposal request for the individual commodity or service requested.
 - iii. Part C includes specific state terms and conditions. This is where you will find information about each AEPA state member and any specific procurement rules of each state.
 - iv. Part D, E, and F are to be filled out in their entirety and submitted online via Public Purchase in their required formats with the Respondent's offer. Some categories may contain additional Parts or Forms. All Forms must be uploaded before the published solicitation due date and time of opening.
 - b. All responses must be on the forms provided by AEPA for each solicitation found in Public Purchase unless otherwise noted. Respondents will submit all documents, in their required formats, online via Public Purchase by the due date and time of the solicitation.
 - c. Forms requiring signatures must be submitted by the person authorized to sign the bid or proposal response. Failure to properly sign the solicitation documents will result in the offer being deemed non-responsive.
 - d. In case of an error in extension of prices in the solicitation, unit prices must govern.
 - e. Periods of time stated as a number of days must be in calendar days, not business days.
 - f. It is the responsibility of all Respondents to examine the entire solicitation package, to seek clarification of any item or requirement that may not be clear, and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due time and date.
 - g. The Respondents' ability to follow the preparation instructions set forth in this solicitation will also be considered to be an indicator of the Respondents' ability to follow instructions should they receive an award as a result of this solicitation. Any contract between the AEPA Member Agency and a Respondent requires the delivery of information and data. The quality of organization and writing reflected in the offer will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract was awarded. As a result, the offer will be evaluated as a sample of data submission.
2. **Document Development:** Forms for this solicitation are published in Public Purchase, in Word, Excel, and PDF formats. Respondents may download the documents once they are registered with AEPA on Public Purchase. All documents must be titled properly and submitted in their required format as noted in the Solicitation Checklist. Respondents must scan and upload all documents to Public Purchase following the Solicitation Checklist, along with any additional documents or files other than those listed below that may be requested and/or related to the solicitation.
- a. **Part C – Member Agency (State) Terms and Conditions:** Some states require additional documentation and signature forms. Review Part C and submit the required state documents with your offer. Submit all state-specific forms as one (1) form in PDF format.
 - b. **Part D – Questionnaire:** Complete the form provided. The questionnaire seeks information about the Respondent's pricing structure, service areas, past performance, and commerce processes. The Company Information form provides background information on the Respondent's company. Submit the form as one (1) individual form.
 - c. **Part E – Signature Forms:** Complete the forms provided. The signature form includes multiple areas where signatures are required. Submit the form as one (1) individual form in PDF format.

- d. **Part F – Discount & Pricing Schedules Workbook:** Complete the Excel workbook provided. Title the Excel document as per the instructions in Document Development above. Be sure to complete the required tabs as outlined in Part F.
 - **Price Lists and/or Catalogs:** For catalog bids, PDFs of the Respondent's most recent published catalog(s) or price lists must be included. Each PDF document must be titled as per the instructions.
3. **Solicitation Transmittal**
 - a. It is the responsibility of the Respondent to be certain that its submittal has been uploaded in its entirety to Public Purchase, on or prior to the exact published due date and time.
 - b. If a security bond is required, a hard copy of the security must be in the actual possession of AEPA at Lakes Country Service Cooperative, ATTN: Purchasing Dept, 1001 E Mt Faith, Fergus Falls, MN 56537, on or before, the exact due date and time and a copy must be submitted via Public Purchase. Original copies of the security must be submitted in a sealed envelope properly addressed to the Association of Educational Purchasing Agencies, with the Solicitation Number, Solicitation Category, and Respondent's name and address clearly indicated on the envelope or box. AEPA will not reject a response from a Vendor whose bid bond has not arrived by the due date and time as long as a scanned copy of the bid bond dated prior to the due date is uploaded with their response and the actual bond is in transit.
 - c. If the designated location for receiving the bid or proposal security is closed due to an unforeseen circumstance on the day the security is due (due date), the security will be due at the same time on the next day the building is open. Responsive offers will be opened, and the name of each Respondent and other appropriate information will be posted to Public Purchase and the AEPA website.

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

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

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

- f. In preparing a proposal, the Respondent's inability to follow the proposal preparation instructions set forth in this solicitation and its inability to provide written responses, narratives, requested and support documentation relating to the Respondent's qualifications; abilities; capacity; products; specifications; delivery, installation, setup, maintenance; support services and pricing utilized by AEPA evaluators may result in the Respondent's offer to be deemed non-responsive.
2. **Non-responsive Offer:** Any offer that does not conform to all material requirements of the solicitation including, but not limited to: offers received after the deadline; offers that do not contain required items and/or provided in the format required, such as proper and/or signed forms, pricing, catalogs, electronic files; offers that do not contain the proper security bond where required; failure to meet the specified qualifications, product specifications, stipulated documentation or pricing equal to or better than individual entities or cooperatives with equal or lesser volume. AEPA reserves the right to request documents that do not affect pricing, waive minor irregularities, and/or seek clarification following its Board approved procedures. Offers deemed non-responsive will not be considered for approval and award.
3. **Responsible Respondent:** A responsible Respondent is a firm or person with the qualifications, capability, and capacity to perform the contract requirements with integrity and reliability, which will assure good faith performance. As a part of the process of determining responsible respondents during the evaluation period, the category committee may request reports that describe the financial soundness of your organization. You may be asked to include a third-party report or reports that demonstrate your firm's strength. Accepted financial reports may include balance sheets and Profit & Loss statements for the past three years, a Letter of Credit or Line of Credit from a bank or lending institution indicating the line of credit limit and the average outstanding balance, Dun & Bradstreet reports, a complete Annual Financial Report (for publicly traded companies).

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

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

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

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

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

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

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

III. Responsibilities of A Vendor Partner

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

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

Administrative Fee: The percentage of sales that each Vendor Partner pays the Member Agency for sales in their respective state or states that they extend the AEPA pricing to. Administrative Fees must be paid to each Member Agency quarterly. See the Summary of State General Overview for the administrative fees by Member Agency (state).

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

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

AEPA Member Agency: Refers to the entities identified in the table in Part I of this document who are approved as AEPA members. Member Agencies participating in a particular category are listed in Part B - Specifications, Item 3: Anticipated Member Agency Participation. "Direct or Indirect Participation" may include their involvement through the formulation of any part of a procurement activity; the influencing of the content of any term, condition and/or specification; the evaluation, investigation, auditing and/or the rendering, of advice, recommendation, decision, approval, disapproval and the award and implementation of procurement contract. Not every listed entity may elect to participate in a solicitation once the responses are reviewed and approved.

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

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

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

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

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

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

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

Respondent/Bidder/Vendor Partner Definitions:

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

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

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

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

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

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

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

Certification: By signature in the solicitation section of the Contract Award page, the Respondent certifies: the submission of the offer did not involve collusion or other anti-competitive practices; the Respondent must not discriminate against any employee, or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246); the Respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted offer; and the Respondent agrees to promote and offer to AEPA Member Agencies and Participating Entities only those materials and/or services as stated in and allowed under resultant contract(s) awarded.

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

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

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

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

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

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

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

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

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

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

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

Delivery Terms, Conditions, and Requirements

1. **Delivery:** is to be made within the specified time identified in Part B Specifications for each solicitation category, unless otherwise stipulated in writing and accepted by all parties (Buyer placing order and Vendor Partner). The Vendor Partner agrees to notify the Buyer if an order cannot be processed within the specified period and/or the agreed-upon timelines.
2. **The title and risk of loss of material or service:** must not pass to the Buyer purchasing the material or services until it receives the material or service at the point of delivery (FOB Destination), and they have been accepted, unless otherwise provided within this document or individual project's contract.
3. **Ownership of products and services** happens only after receipt and acceptance of delivery by the Buyer. The Buyer will be the determining judge of whether materials and services delivered under the purchase order/contract satisfy the specifications and requirements as identified in the contract/order.

4. **Fungible Goods:** Title to an undivided share or quantity of an identified mass of fungible goods will not pass to a Buyer until the separation of the purchased share has been made, delivered, and received.
5. **Shipping Terms:** (See Part B Specifications for specific instructions on shipping and handling costs for the individual category you are responding to.) Vendor Partner must retain the title and control of all goods until they are delivered and received. All risks of transportation and all related charges must be the responsibility of the Vendor Partner unless other arrangements have been made between the vendor partner and the AEPA Member Agency. Shipping must be FOB destination. The Vendor Partner must file all claims for visible or concealed damage. AEPA Member Agency, or the receiving Buyer, will notify the Vendor Partner and/or Freight Company promptly of any damaged goods and must assist the freight company/Vendor Partner in arranging for inspection. No FOB vessel, car, or other vehicle terms will be accepted.
 - a. **Shipping Costs:** Products may be shipped without separate shipping costs. If shipping is allowed as a separate line item per Part B Specifications and charged, the actual cost of delivery may be added to an invoice. No COD orders will be accepted unless specifically requested by the AEPA Member Agency.
 - b. **Shipment under Reservation:** Vendor Partner is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
 - c. **Shipping Errors:** Vendor Partner agrees that shipping errors will be at the expense of the Vendor Partner. For example, if a Vendor Partnerships a product that was not ordered, it is the responsibility of the Vendor Partner to pay for return mail or shipment.
6. **Stored Materials (vendor managed inventory):** Upon prior written agreement between Vendor Partner and Buyer, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to the Buyer prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by Vendor Partner against loss and damage. Vendor Partner agrees to provide proof of coverage and/or addition of Buyer as an additional insured upon Buyer's request. Additionally, if stored offsite, the materials must also be clearly identified as the property of the Buyer and be separated from other materials. The buyer must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Buyer, it must be the Vendor Partner's responsibility to protect all materials and equipment. Vendor Partner warrants and guarantees that title for all work, materials, and equipment must pass to Buyer upon final acceptance. Payment for stored materials must not constitute final acceptance of such materials.
7. **Improper delivery:** Unless contrary to other parts of this solicitation, if the goods, services, or tender of delivery fail in any respect to conform and adhere to the terms, conditions, specifications of the resulting contract based on this solicitation and/or the individual Buyer's contract/order. The Buyer may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.
8. **Defective Goods:** Vendor Partner agrees to pay for return shipment on goods that arrive in a defective or inoperable condition. Vendor Partner must agree to arrange for return shipment of damaged goods.
9. **Liquidated Damages:** The Buyer may suffer financial loss if the project is not substantially complete, or products or services are not delivered on the established date. The Vendor Partner (if applicable surety) must be liable for and must pay to the Buyer, not as a penalty, the sums that may be hereinafter agreed upon as liquidated damages per calendar day of delay until the work and/or delivery is determined by Buyer to be complete and/or delivered. Liquidated damages will be determined on a project-by-project basis.
10. **No Replacement of Defective Tender:** Every tender of materials must fully comply with all provisions of this contract. If tender is made which does not fully conform, this must constitute a breach, and Vendor Partner must not have the right to substitute a conforming tender without the written consent of all parties involved.
11. **Default in One Installment to Constitute Total Breach:** Vendor Partner must deliver conforming materials in each installment or lot of this contract and may not substitute nonconforming materials. The AEPA Member Agency reserves the right to declare a breach of

contract if the Vendor Partner delivers nonconforming materials or services to any Buyer under this contract.

12. **Restocking Fees:** A restocking fee may only be charged on products ordered and delivered to the Buyer's site in accordance with the order/contract. Restocking fees in excess of 15% will not be allowed. Restocking fees may be waived, at the option of the Vendor Partner. The Vendor Partner must identify, specify, and justify any exceptions or deviations taken.

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

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

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

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

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

Experience, Proven Track Record and Past Performance Information: it has been determined by AEPA and its AEPA Member Agencies to be a major factor in consideration if a Respondent possesses the ability, capacity, and resources to acquire, manufacture, deliver, construct, install, services and support all of the procurement functions and activities involved in a national contract of this nature. AEPA and its AEPA Member Agencies reserve the right to accept or reject an offer if, in its judgment, the Respondent failed to demonstrate the following: a proven track record in the products and services offered (qualifications, knowledge, and background); is willing and able to deliver the proposed products and/or services to ninety (90%) percent of those participating AEPA Member Agencies identified in Part B (unless otherwise noted in Part B): Specifications; and has provided relevant information regarding its actions under previously awarded contracts to schools, local, state, or federal agencies. It includes the Respondent's record

of conforming to specifications and standards of good workmanship; the Respondent's record of containing and forecasting costs on any previously performed cost-reimbursable contract schedules, including the administrative aspects of performance; the Respondent's history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Respondent's businesslike concern for the interests of the customer.

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

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

Federal Requirements: Vendor Partner agrees, when working on any federally-assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 329 et seq.) and all applicable sections of the act and the Department of Labor's supplemental regulations (29 CFR parts 5 and 1926), the Civil Rights Act of 1964 as amended, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in the Department of Labor regulation (29 CFR part 3), and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375 (Labor regulations (41 CFR Part 60)). In such projects, the Vendor Partner agrees to post wage rates at the worksite and submit a copy of their payroll to the AEPA Member Agency for their files. Also, to comply with the Copeland Act, the Vendor Partner must submit weekly payroll records to the AEPA Member Agency. The Vendor Partner must keep records for three (3) years and allow the federal grantor agency access to these records, upon demand. All federally assisted contracts to an AEPA Member Agency that exceed \$10,000 may be terminated by the federal grantee for noncompliance by the Vendor Partner. In projects that are not federally funded, Vendor Partners must agree to meet any federal, state, or local requirements, as necessary. Also, if compliance with the federal regulations increases the contract costs beyond the agreed-on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee. On all other projects, the prices must agree with this contract. Vendor Partner must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.) 187 [h], and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et. Seq.); and, Executive Order 11738 and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included in the EPA list of violated facilities.

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

occurrences. If either party is delayed at any time by force majeure, the delayed party must notify the other party in writing of such delay within forty-eight (48) hours.

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

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

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

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

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

Insurance: Prior to executing a contract with the AEPA Member Agency or a Participating Entity under this solicitation, if required, the Vendor Partner must procure, maintain and provide certification from insurer(s) for minimal coverage during the life of any resulting contract/agreement, to include but not limited to comprehensive public and/or commercial liability, errors and omissions, workman's compensation, unemployment and other insurance coverage required by and applicable to each AEPA Member Agency state's statutes and federal laws in which proposed products and services will be offered and provided. Evidence of the required insurance for each of those AEPA Member Agencies' state, who indicated an interest to participate in this solicitation, identified in Part B: Specifications by providing written evidence and/or documentation from your insurer(s) indicating your firm has in place the type and amount of coverage required by each of the states. The Bidder has the sole responsibility to conduct and perform the necessary research to make themselves aware of and to understand each state's requirements.

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

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

Late Responses: Late responses will not be accepted. All offers must be submitted online via Public Purchase by the due date and time of this solicitation.

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

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

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

the appropriate licenses/registration required by individual jurisdictions covered by this solicitation.

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

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

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

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

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

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

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

Notice: Notices under this solicitation/contract will be in writing and will, for all purposes, be deemed to have been fully given when sent by registered or certified mail, return receipt requested, postage prepaid, an email with appropriate verification, properly addressed to the respective

parties as specified herein or at such other address as may be specified by either party from time to time.

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

Ordering Procedures: AEPA has established a standard and special ordering process as defined below. Additionally, some AEPA Member Agencies also prefer or utilize electronic ordering as the method for the transactions. For details on the ordering processes utilized for each AEPA Member Agency, please reference the Summary of State General Overview.

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

2. **Special Ordering Process:**

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

3. **Electronic Ordering**

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

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

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

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

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

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

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

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

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

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

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

1. **Primary Pricing Strategies for Bids:** All Respondents will be required to submit "Primary Pricing" in the form of either "Catalog Pricing" or "Line-Item Pricing" or a combination of these two pricing strategies, or Proposal (RFP) pricing as defined in Part B, solicitation specifications. Respondents are also encouraged to offer OPTIONAL pricing strategies including short term pricing discounts/incentives and volume discounts.
 - a. **Catalog Pricing:** Catalog pricing is utilized when the products and/or services solicited are clearly identified with set and specific characteristics, attributes, and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Respondent offers a fixed discount(s) off the retail price, catalog price, published price, or list price. The discounts may be for the entire commercially available

catalog, for specific products, product lines, manufacturers, or category of products as determined by the Respondent and in conformity with the scope of the solicitation.

- i. **Discounts:** Discount offers must clearly identify the percent of discount to apply to a commercially available catalog, manufacturer, manufacturer's suggested retail price (MSRP), retail, or nationally published price lists. Respondents must identify and stipulate if the discounts apply to the entire catalog/price list, specific product lines, manufacturers, and/or categories of products. Respondents must agree that there will be no reduction in discount(s) during the term of the contract.
 - ii. **New Catalogs/Price Changes:** New catalogs and corresponding nationally published price lists may be submitted throughout the term of the contract and must be submitted to the AEPA Category Committee for review prior to release to all AEPA Member Agencies. Prices may change based on manufacturer's price changes, newly published pricing, or price lists, but the original discount bid must remain firm for the duration of the contract. New catalogs/products must conform to the scope of the solicitation.
 - iii. **Core List:** In a Catalog Priced solicitation, a category (i.e., office supplies) may include a "core list" which contains a selection of the most commonly used products/services with the expectation that a deeper discount would be bid for these items. If a new catalog and price list are published during the contract term, the original discounts must be applied to the newly published prices to establish the AEPA price for these core items.
 - iv. **Product Addition/Discontinuation:** New products, within the same scope of work, may be added at the established percentage discounts at any time. Discontinued products may be dropped at any time during the year. In the event a Core item is discontinued by the manufacturer during the term of the contract, Vendor Partner is required to add a functionally equivalent substitute at the same discount structure.
- b. **Line-Item Pricing:** Line-item pricing is utilized when products and/or services that are broken down in detail by element, component, product categories, product type, and each product and/or service is presented as an individual item which needs to be combined with other items to make up a final project or solution. The Respondent offers firm pricing for specific line items in response to this bid; a project's cost is derived by the Vendor Partner preparing and providing a quote based on the project's terms, conditions, and requirements based on the line-item pricing provided in the bid. The information provided in this bid for each item includes: Product Category, Product Description, Manufacturer, Manufacturer SKU, Vendor SKU, Unit of Measure, Item List Price, AEPA Bid Price.
- i. **Fixed prices:** Prices bid must be firm until each anniversary date of the contract, unless there is an occurrence of one or more economic price adjustment contingencies outlined in the bid. Fixed price offers must include prices for any and all items.
 - ii. **Routine Price Adjustments (Without Economic Price Adjustment):** Vendors may request adjustments to the prices by submitting a fully documented written request to the AEPA Category Committee Chairperson. The request must specifically detail and document the cause and/or reason for price changes and include any supporting documentation (manufacturer's letter, indexes, etc.). All price changes require approval by the AEPA Category Committee.
 - iii. **Unpredictable Economic Price Adjustment:** If economic price adjustment contingencies occur, Vendor Partner may submit a fully documented request (manufacturer's letter, indexes, etc.) for a price adjustment to AEPA Category Committee for review and approval by the committee. The documentation must substantiate the cause and/or reason for the requested price increase and demonstrate that it was unpredictable at the time of bid submittal and/or contract renewal and out of the Vendor Partner's control. Pricing will take effect upon approval.
 - iv. **New Products/Services:** Vendor Partner may submit new products or

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

- c. **Automated System for Pricing (ASP):** The method consisting of an ASP and/or software application (e.g., RSMMeans) 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. **RSMMeans (Construction Related Bids only):** It is important for Vendor Partners to breakout all costs (quantity and price) of all items listed under RSMMeans or an Alternative Pricing method. This includes all quoted items not on the approved AEPA bid submittal. The following are minimum requirements for using RSMMeans 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 RSMMeans must use RSMMeans format, even if subcontractors are used.
 - iii. An RSMMeans spreadsheet must be submitted to substantiate the quote given to the AEPA Member Agency. The spreadsheet columns must reveal the full RSMMeans 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 RSMMeans spreadsheet. This information can be shown on a separate summary sheet. The summary sheet must start with the RSMMeans 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 RSMMeans must be supported by an RSMMeans spreadsheet.
- e. **Alternative Method of Costing:** This method covers any product and/or service not covered by catalog pricing, published price list, line-item price list, automated system for pricing, or is a product and/or service due to the projects or applications specifications, conditions and /or requirements that need to be custom-designed, developed, manufactured and/or produced to meet the requirements of an individual, project, or sole source. The alternative pricing is calculated as follows:
 - i. The Bidder must prepare, issue, and receive three written quotes from available suppliers and select the supplier that offers the products and services that meet the stipulated requirements and specifications, offers the best value, and the most cost-effective solution.
 - ii. All quotes must be made available upon request.
 - iii. The Bidder must indicate the percent of overhead and /or markup as part of their response to be added to these costs to obtain the normal and customary retail price.
 - iv. The AEPA price is calculated by taking the product and services to cost to the

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

2. **Secondary Pricing Methods (Catalog based solicitations only, see Part B for category designation):** Respondents are encouraged to offer Customized Price Lists (Catalog solicitations ONLY), as well as short term pricing reductions/incentives and volume discounts as follows:
 - a. **Customized Price List:** Respondents are encouraged to offer customized price lists to Participating Entities for items within the Vendor Partner's Commercially Available Catalog for Catalog solicitations ONLY (not pertinent to Line-Item Bids). Customized price lists must be allowed under the following conditions:
 - i. Items within the Vendor Partner's Commercially Available Catalog may be included on the customized price list providing they are not already on the Core Item list.
 - ii. Items are to be determined by the Participating Entity; Vendor Partner may object to up to ten (10) of the suggested items proposed by the customer and must offer substitutes until an agreement of the customized list is reached.
 - iii. Items on the customized price list must be sold with an additional discount (deeper than what was originally bid on the non-core or catalog discount)
 - iv. Items may not include special order or customized service products unless agreed to by the Vendor Partner.
 - b. **Short Term Pricing Reductions/Incentives and Regional Promotions:** Respondents are invited, at their option, to offer a selection of products/services at greater discounts than those listed in the standard catalog or core list discounts. Special time-limited reductions are permissible under the following conditions:
 - i. The price reduction is for a specific period, no less than thirty (30) days.
 - ii. The reduction/incentive may be used to discount and liquidate close-out and discounted products/services if those items are clearly labeled as such.
 - iii. The original price for products/services is not exceeded after the time limit.
 - iv. The AEPA Category Committee and any affected AEPA Member state must be notified of any special or time-limited price reduction.
 - v. New prices must be on record fifteen (15) days prior to any offer of the new priced being proposed or offered to AEPA Member Agencies and Participating Entities.
 - vi. Pricing for all items must be submitted to all affected AEPA Member Agencies in an electronic format so that specials can be posted to websites, emailed, and shared with Participating Entities/Buyers.
 - c. **Volume Price Discounts:** Respondents are encouraged to offer additional pricing discounts that may be offered for a group of agencies in a local geographic area that desire to combine requirements (one-time purchase or annual spend), i.e., local city, county, school district(s), etc. and/or for large one-time purchases. Additional volume price discounts are permissible under the following conditions: Discounts should be tiered and based on spend ranges as established by the Bidder on the Pricing Forms. Volume determination must be determined between the Vendor Partner and the individual Buyers on a case-by-case basis. All additional discounts are to be offered equally to all AEPA Member Agencies and Participating Entities and be based on the Volume Price Discounts originally bid providing the same or similar volume commitment, specific needs, terms and conditions, a similar time frame, seasonal considerations and provided the same manufacturer support is available to the Vendor Partner.
3. **Proposal Pricing:** For services priced through an AEPA Request for Proposal, vendors may respond with a discount off labor and material costs. Labor must be sufficiently itemized by title and include total rate (salary and fringe). Material costs must be itemized. Any Vendor Partner awarded under a time and materials pricing strategy must provide a "not to exceed" project quote to the purchasing Agency for work approval.

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

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

Products and Services

1. **Product Line:** If applicable, contracts will be awarded to Respondents able to provide their complete product line(s) of commodities, supplies, equipment, software, and services that meet the scope of work and specifications of this solicitation. Respondents with a published, priced catalog may submit their entire catalog; AEPA reserves the right to select or reject products within the catalog for recommendation without having to award all the contents.
2. **Serial Numbers:** Offers must be for equipment on which the original manufacturer's serial number has not been altered in any way.
3. **Current Products:** All offers must be for commodities, supplies, equipment, supplies, and software in current production; meet or exceed commercial and industry standards; and marketed and provided nationally to the general public and/or educational/governmental agencies.
4. **Construction Products and/or Services:** Are associated with building, erecting, altering, repairing, installing or demolishing in the ordinary course of business any: (1) road, highway, bridge, parking area or related project; (2) building, stadium or other structure; (3) airport, subway or similar facility; (4) park, trail, athletic field, golf course or similar facility; (5) dam, reservoir, canal, ditch or similar facility; (6) sewage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility; (7) radio, television or other tower; (8) shaft, tunnel or other mining appurtenance; (9) electrical wiring, plumbing or plumbing fixture, gas piping, gas appliances or water conditioners; (10) air conditioning conduit, heating or other similar mechanical work; or similar work, structures or installations; (11) leveling or clearing land; (12) excavating earth; (13) drilling, wells of any type, including seismographic shot holes or core drilling; and similar work, structures or installations.
5. **Services:** Are defined as the furnishing of labor, time, or effort by a Vendor Partner not involving the delivery of a specific tangible product other than reports and other materials which are merely incidental to the required performance.
6. **Professional Services:** Services relating to architects, archeologists, engineers, surveyors, landscape architects, medical arts practitioners, scientists, management and systems analysts, certified public accountants, registered public accountants, lawyers, psychologists, planners, researchers, educational specialist, construction managers and other persons or businesses providing similar professional services, which may be designated as part of this solicitation.
7. **Peripheral & Optional Items:** Respondents can include various peripheral products, equipment, accessories, services, deliverables, and related items that are associated with and function with the primary offering. Optional equipment or products may be added to the contract during the term of the contract. AEPA reserves the right to accept or reject such offerings under the following conditions: the enhancement is recommended by AEPA and approved by the Member Agency; the option is priced at a discount similar to other options; and the option is an enhancement to the unit.
8. **Descriptive Literature and Brand Names:** All offers are to include a complete set of the manufacturer's descriptive literature regarding the commodities, supplies, materials, equipment, and software offered. Brand names, trade names, and/or catalog numbers used in the solicitation will be intended to describe and identify the type, level, and quality of products, equipment, and software being requested.
9. **Discontinued Products:** If a product or model is discontinued by the manufacturer, Vendor Partner may substitute a new product or model if the replacement product meets or exceeds the

specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

10. **Product Specifications:** This solicitation is designed to enable a Respondent to satisfy a requirement for a commodity, supply, material, equipment, software, process, or service. A specification may be expressed as a standard, a part of a standard, or independent of a standard; by specifying a manufacturer's brand and model. No specification is intended to unnecessarily limit competition by eliminating items capable of satisfactorily and/or meeting the actual needs of the procurement. When a brand name product is specified and is only available for a single source, Respondents are encouraged to offer alternative products that they believe to adhere to and comply materially, functionally, and operationally equal to or better than the brand name product specified. **Any Respondent believing a specification is unnecessarily restrictive, must indicate such in the form of a question during the solicitation process and prior to solicitation due date.** The fact that a manufacturer or supplier chooses not to produce or supply the commodity, supply, material, equipment, software, or services to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive. If the Respondent deviates from these specifications, reasons must be stated for such deviation and state why, in their opinion, the commodity, supply, material, equipment, software, or services they bid will render equivalent reliability, coverage, performance, and/or service. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire offer.
11. **Quality:** Unless otherwise modified elsewhere in this solicitation, Vendor Partner warrants the commodities, supplies, materials, equipment, and services delivered as stipulated in the Buyer's purchase order/contract, must be: of quality to pass without objection in the industry and professional standards normally associated with them; fit for the intended purpose(s) for which they are used; of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract; adequately offered, presented, delivered, accomplished and complete as the contract may require; and conform to the written promises and/or oral affirmations of fact made by Vendor Partner.

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

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

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

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

- b. **AEPA Approval:** The receiving, opening, recording, evaluating, recommending, and approving Respondents to be considered for AEPA approval and/or actions relating to contract renewal and extension. (Date received and opened through the date of individual contract award and future renewals).
 - c. **Contract Award:** The awarding, implementing, and administering of resulting contracts and the disclosure of confidential data. (Date individual contracts awarded by AEPA Member Agencies or 120 days from AEPA approval).
2. **Protest contents:** Protests must be in writing and must be filed with the appropriate AEPA represented below. A protest must include:
 - a. The name, address, and telephone number of the protester;
 - b. The original signature of the protester or its representative;
 - c. Identification of the procurement function and/or contract activity with the solicitation or the contract number;
 - d. A detailed statement of the factual grounds or legal basis for the protest;
 - e. Supporting exhibits, evidence, or documents to substantiate any claim unless not available within the filing time, in which case, the expected availability date must be indicated; and
 - f. The form of relief requested.
 3. **Protest Submittal:** Protester must submit the solicitation protest in accordance with the requirements of the above three (3) procurement functions immediately or within ten (10) days of the date the protester knows or should have known the basis of the protest per the following:
 - a. Solicitation Due Date: Knows or should have known the basis of the protest upon the solicitation due date or ten (10) days after the due date, send a protest to Solicitation Committee (bid-committee@aepacoop.org).
 - b. AEPA Approval: Knows or should have known the basis of the protest upon notification from AEPA of the solicitation category approval, send a protest to the Category Committee (bid-committee@aepacoop.org).
 - c. Contract Award: Knows or should have known the basis of the protest or ten days after the notification from the AEPA Member Agency award, send a protest to Individual AEPA Member Agency; see AEPA Member Agency information sheet.
 4. **Protest Resolution:** Protest must be resolved, in accordance with AEPA's Board Policies, Procedures and/or the appropriate state statutes where the AEPA Member resides. AEPA intends that all solicitation protest decisions from the point a solicitation has been published through contract approval or rejection will be resolved by AEPA. Protests concerning contract award by AEPA Member Agencies will be resolved by the respective AEPA Member Agency.
 5. **Protest Costs:** The losing party to the protest must be responsible for the reasonable and justifiable costs of the protest. The protest costs must be based on the costs and expenses incurred by the AEPA and its Member Agencies, including but not limited to staff salaries, attorneys' fees, hearing, reproduction, transcription, and travel costs.

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

Public Purchase: An easy-to-use platform that provides Respondents with the automatic notification of open solicitations, automatic notification of answered questions and issued addenda, and a way to electronically submit an organization's solicitation response. All changes, updates, uploads, and downloads are time-stamped and logged as part of the solicitation process.

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

Questions: Inquiries and questions related to this solicitation, must be submitted online in Public Purchase per solicitation and be submitted as follows:

1. From the time the solicitation is published until the deadline for questions for Respondents, questions should be submitted online via Public Purchase.
2. Questions regarding this solicitation after Opening, but before the approval of the contract, should be submitted to questions@aepacoop.org.
3. Questions regarding this solicitation after Notification of Approval should be submitted to bid-committee@aepacoop.org.
4. Once a contract has been awarded by an individual AEPA Member Agency any inquiries and questions relating to contract implementation, execution, transactions, and/or concerns/issues occurring within that state should be addressed to the individual AEPA Member Agency.

Reporting: Vendor Partners are required to submit quarterly detailed sales reports to all AEPA Member Agencies. Access to reports will be granted after contract approval. If there are no sales, \$0 reports are required.

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

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

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

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

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

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

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

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

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

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

Term of Contract and Extensions: The initial term of the contract must be for up to fifteen (15) months and will commence on the date as indicated by each Participating Member Agency on the Acceptance of Solicitation and Contract Award (Form B). The contract must continue in accordance with the dates stipulated in the solicitation and Timeline schedule located in Part A of this solicitation unless terminated, canceled, or extended. By mutual written agreement, the contract may be extended for three additional 12-month periods, ending on the last day of February. AEPA may choose to recommend the contract extension. If so recommended, an individual Member Agency may choose, at their sole discretion, to extend the contract. In the event AEPA does not recommend or approve a contract extension, or a contract expires, a Member Agency reserves the right to offer an extension not to exceed six (6) months until a new contract is awarded by that Member Agency.

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

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

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

Termination for Default: If either party is in default under this contract, it must have an opportunity to cure the default within the time indicated (ten business days in most states) after it is given written notice of default by the other party, specifying the nature of the default. Upon receipt of the notice of default, the defaulting party must have ten business days to provide a satisfactory response to the AEPA Member Agency. Failure on the part of the defaulting party to

adequately address all issues of concern may result in contract termination. If the default is not cured within the time specified in the notice of default, the non-defaulting party must have the right, in addition to all other remedies at law or equity, to immediately terminate this contract. Failure to complain of any action, non-action or default under this Agreement must not constitute a waiver of any of the parties' rights hereunder. The AEPA Member Agency reserves the right to terminate this contract, or any part hereof, for cause in the event of any default by the Vendor Partner, or if the Vendor Partner fails to comply with any contract terms and conditions, or fails to provide the AEPA Member Agency, upon request, with adequate assurances of future performance. In the event of termination for cause, the AEPA Member Agency must not be liable to the Vendor Partner for any amount for supplies or services not accepted, and the Vendor Partner must be liable to the AEPA Member Agency or any Participating Entity for any and all rights and remedies provided by law. If it is determined that the AEPA Member Agency improperly terminated this contract for default, such termination must be deemed a termination for convenience. The AEPA Member Agency will issue written notice to the Vendor Partner for acting or failing to act in any of the following:

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

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

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

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

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

1. **Catalog Bid:** A catalog bid is utilized when the products and /or services solicited are clearly identified with set and specific characteristics, attributes, and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Bidder offers a fixed discount(s) off retail price or prices in a Commercially Available Catalog. The discounts

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

2. **Line Item Bid:** A Line-item bid is utilized when the products and services solicited cannot be identified or listed as a single unit; consists of a number of different variable and configurations, it is necessary to identify the specific project or application; the end product or solution is made of individually priced elements or components and the end product's or solutions' cost is derived by the Vendor Partner specially prepared and providing a quote based on the project's terms, conditions and requirements. See the Pricing section for detailed information on Line-Item pricing.
3. AEPA also uses Request for Proposal (RFP) for certain service/goods categories in accordance with AEPA bylaws and procedures.

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

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

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

Invitation for Bid AEPA #023-D SCHOOL & INSTRUCTIONAL SUPPLIES

Part B – Technical Specifications

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1. Scope of Bid

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

- a. Respond to request from a number of different types of educational, governmental and public institutions seeking School & Instructional Supplies.
- b. These parts and supplies will include but are not limited to: School & Instructional Supplies, including classroom and meeting room supplies, printing, art supplies, specialty (non-standard) classroom equipment and furniture, discipline-specific teaching aids and supplies for age specific instruction from early childhood to adult.
- c. Types of services may include but are not limited to installation and support services normal to a School & Instructional Supplies catalog.

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

AEPA and Member Agencies prefer a single vendor with a comprehensive array of products. However, because of the unique nature of School & Instructional Supplies products, Member Agencies may consider multiple awards, if the lowest, best-value bids come from Bidders whose business concentrates on subset of School & Instructional Supplies, such as 1) STEM/STEAM, 2) Art, 3) or Special/Alternative Education.

2. Type of Bid

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

This bid is considered a:

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

3. Anticipated AEPA Member Agency Participation

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

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

4. Anticipated Volume

School & Instructional Supplies is a currently held category for AEPA. The resulting bid will be an Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s). AEPA Member Agencies reported approximately \$29.5 million in sales in the School & Instructional Supplies category in 2021 for this category. AEPA Member Agencies anticipate that purchase volumes will increase over the course of contract years two (2) through four (4). This information is provided as an aid to Bidders in preparing responses only. It is not to be considered a guarantee of volume. The successful Vendor Partner’s discount and pricing schedule shall apply regardless of the volume of business under the contract.

5. Voluntary Pre-Bid Conference Call – August 17, 2022

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

Voluntary Pre-Solicitation Conference Call Schedule (All Categories)

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

Conference Call Number/Online Connection:

<https://us02web.zoom.us/j/87228214926?pwd=djFVa0lDVC8zdFArk0prZUx3SlJlZz09>

Meeting ID: 872 2821 4926

Passcode: 2MmddyN

Dial In Information: +1 312 626 6799 US

Meeting ID: 872 2821 4926

Passcode: 536510

6. General Specifications

Item	Description
6.1.1.	The Vendor Partner will have access to a full inventory of the awarded product line.
6.1.2.	The Vendor Partner will maintain a minimum monthly overall average fill rate of 95% or above for non-custom items. Exceptions will be approved with notification of supply disruptions. Items that are reordered, backordered, or partially filled are not considered filled items when calculating this service level.
6.1.3.	Orders must be shipped within 48 hours after receipt of an order 90% of the time. The Vendor Partner will notify the Buyer if product ordered cannot be shipped within this time period to provide the opportunity to secure product elsewhere.
6.1.4.	Vendor Partners must be a manufacturer’s authorized sales and service dealer for all proposed equipment/software. An authorized sales and service dealer is defined in this solicitation as one purchasing their products for resell directly from the manufacturer(s) or the manufacturer’s approved channels. Products that result from new authorized sales and service dealer arrangements between the Vendor Partner and the manufacturer during the term of this contract may be added and offered through the AEPA contract.
6.1.5.	All charges and components necessary for performance of the contract shall be clearly identified even if such are not specifically addressed in any paragraph or sub-paragraph or form that is a part of this

Item	Description
	request.
6.1.6.	If the Vendor Partner intends to utilize independent agents/distributors, subcontractors and/or third-party agents to perform and/or provide any part of the products and services offered herein, the Vendor Partner must identify all providers and any and all associated costs with these providers.
6.1.7.	Optional services must be identified separately and must include clear descriptions of proposed services.
6.1.8.	Vendor Partners must provide a product or mix of products in a manner that will allow Buyers to migrate to emerging technologies/services and between legacy technologies with no penalty charge associated with maintaining the most appropriate selections of goods and services throughout the life of the contract.
6.1.9.	Vendor partners will be required to provide their complete product offerings in an electronic catalog upon request.
6.1.10.	Packing slips shall accompany all deliveries and shall contain Buyer's purchase order number, vendor name and name of article. Cartons shall be identified by purchase order number and vendor name.
6.1.11.	Orders not filled and partials shall be indicated on the packing list. Vendor Partner shall inform member of anticipated availability date for unfilled and partial orders.
6.1.12.	All products sold by the Vendor Partner must be new. Only the newest versions of software and equipment will be bid. Older versions will only be sold, if specifically requested. Vendor Partner may offer reconditioned products as a Voluntary Alternate; such items shall be marketed and labeled as being reconditioned.
6.1.13.	Products that have a money back guarantee will be clearly identified in the catalog and on the web site (if applicable).
6.1.14.	Vendor Partner has the option to offer private label products. Vendor Partner shall maintain the same manufacturer specifications for private label products throughout the term of contract. Any change of manufacturers for a private label shall result in offerings equal to or superior to the originally approved manufacturer at a price equal to or lower than the original offering.
6.1.15.	If the Vendor Partner makes an error in pricing (typographical or photographic error, for example), the Buyer reserves the right to return the product. The Vendor Partner agrees to pay for cost of any returned product due to a pricing error.
6.1.16.	Vendor Partner shall provide a Safety Data Sheet (SDS) for all items sold, if required. A separate sheet shall be provided for each individual item when purchase is made.

7. Product | Category Specific Specifications

Item	Description
7.1.1.	The catalog includes a variety of manufacturers of specified products and services, and 80% or more of the catalog is dedicated to School & Instructional Supplies.
7.1.2.	The Vendor Partner provides general School & Instructional Supplies that include but are not limited to items listed in Part F, tab F2A Core List Price Schedule. Also see reference to subcategories in the Scope of Bid section, above.

8. Shipping

Item	Description
8.1.1.	Orders that are \$100.00 or more shall include standard shipping in the total price. Vendor Partner shall bid a flat rate for all orders that are less than \$100.00 regardless of where to be shipped in the continental United States.

9. Pricing

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

ordinarily offer to individual entities or cooperatives with equal or lesser volume. Please note the following that relate to pricing:

1. **Primary Pricing Strategies:** All Bidders will be required to submit “Primary Pricing” in the form of either “Catalog Pricing” or “Line-Item Pricing” or a combination of these two pricing strategies as defined in Part B, bid specifications. Bidders are also encouraged to offer OPTIONAL pricing strategies including “Hot List” and “Volume Discounts”.
 - a. **Catalog Pricing:** Catalog pricing is utilized when the products and/or services solicited are clearly identified with set and specific characteristics, attributes and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Bidder offers a fixed discount(s) off retail price, catalog price, published price or list price. The discounts may be for the entire commercially available catalog, for specific products, product lines, manufacturers or category of products as determined by the Bidder.
 - i. **Discounts:** Discount offers must clearly identify percent of discount to apply to a commercially available catalog, manufacturer, MSRP, retail or nationally published price lists. Bidders shall identify and stipulate if the discounts apply to the entire catalog/price list, specific product lines, manufacturers and/or categories of products. Bidder shall agree that there will be no reduction in discount(s) during the term of the contract.
 - ii. **New Catalogs/Price Changes:** New catalogs and corresponding nationally published price lists may be submitted throughout the term of the contract and shall be submitted to the AEPA Category Committee for review prior to release to all AEPA Member Agencies. Prices may change based on manufacturer’s price changes, new published pricing or price lists, but the original discount bid shall remain firm for the duration of the contract.
 - iii. **Core List:** In a Catalog Priced bid, a category (i.e., office supplies) may include a “core list” which contains a selection of the most commonly used products/services with the expectation that a deeper discount would be bid for these items. If a new catalog and price list is published during the contract term, the original discounts shall be applied to the new published prices to establish the AEPA price for these core items.
 - iv. **Product Addition/Discontinuation:** New products, within the same scope of work, may be added at the established percentage discounts at any time. Discontinued products may be dropped at any time during the year. In the event a Core item is discontinued by the manufacturer during the term of the contract, Vendor Partner is required to add a functionally equivalent substitute at the same discount structure.
2. **Secondary Pricing Methods (Catalog Bids only, see Part B for category designation):** Bidders are encouraged to offer Customized Price Lists (Catalog Bids ONLY) and encouraged to offer Hot Lists and Volume Discounts as follows:
 - a. **Customized Price List:** Bidders are encouraged to offer customized price lists to Participating Entities for items within the Bidder’s Commercially Available Catalog for Catalog Bids ONLY (not pertinent to Line-Item Bids). Customized price lists shall be allowed under the following conditions:
 - i. Items within the Vendor Partner’s Commercially Available Catalog may be included on the customized price list providing they are not already on the Core Item list
 - ii. Items are to be determined by the Participating Entity; Vendor Partner may object to up to ten (10) of the suggested items proposed by the customer and must offer substitutes until an agreement of the customized list is reached.
 - iii. Items on the customized price list shall be sold with an additional discount (deeper than what was originally bid on the non-core or catalog discount)
 - iv. Items may not include special order or customized service products unless agreed to by the Vendor Partner.
 - b. **Short Term Pricing Reductions/Incentives and Regional Promotions:** Respondents are invited, at their option, to offer a selection of products/services at greater discounts than those listed in the standard catalog or core list discounts. Special time-limited reductions are

permissible under the following conditions:

- i. The price reduction is for a specific period, no less than thirty (30) days.
 - ii. The reduction/incentive may be used to discount and liquidate close-out and discounted products/services if those items are clearly labeled as such.
 - iii. The original price for products/services is not exceeded after the time limit.
 - iv. The AEPA Category Committee and any affected AEPA Member state must be notified of any special or time-limited price reduction.
 - v. New prices must be on record fifteen (15) days prior to any offer of the new priced being proposed or offered to AEPA Member Agencies and Participating Entities.
 - vi. Pricing for all items must be submitted to all affected AEPA Member Agencies in an electronic format so that specials can be posted to websites, emailed, and shared with Participating Entities/Buyers.
- c. **Volume Price Discounts:** Bidders are encouraged to offer additional pricing discounts that may be offered for a group of agencies in a local geographic area that desire to combine requirements (one time purchase, or annual spend), i.e., local city, county, school district(s), etc. and/or for large one-time purchases. Additional volume price discounts are permissible under the following conditions: Discounts should be tiered and based on spend ranges as established by the Bidder on the Pricing Forms. Volume determination shall be determined between the Vendor Partner and the individual Buyers on a case-by-case basis. All additional discounts are to be offered equally to all AEPA Member Agencies and Participating Entities and be based on the Volume Price Discounts originally bid providing the same or similar volume commitment, specific needs, terms and conditions, a similar time frame, seasonal considerations and provided the same manufacturer support is available to the Vendor Partner.

3. Part F - Pricing Workbook

- a. Pricing shall be completed on the provided pricing sheets (Microsoft Excel Workbook) with the individual tables to be completed as follows:
 - i. F.1 – Catalog Discounts (Required)
 - ii. F.2A – Core List Price Schedule. You may also upload separate spreadsheets **as long as they contain the minimum information as described on F.2A**. Additional products offerings may not be added to this form. (Required)
 - iii. F.2B – Non-Core Price Schedule. You may also upload separate spreadsheets **as long as they contain the minimum information as described on F.2B** (Required)
 - iv. F.3 – Services Price Schedule (Optional)
 - v. F.4 – Volume Discounts (Optional)
- b. The Catalog Category Discount and the Core Items award will not be split
- c. Bid pricing will be evaluated on a combination of items from both the Core List and Non-Core List Price Schedules.
- d. Pricing evaluation may include considerations, other than product cost, including the total cost of the acquisition and whether the Proposer's offering represents the best value. See Evaluation, Approval and Award in Part A – Terms and Conditions for additional information.

10. Evaluation

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

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

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

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

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



Part C – AEPA Member Agency (State) Terms and Conditions AEPA #023-C Office Supplies & Equipment

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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. State Specific Terms and Conditions

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

1. Governing Law and Venue

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

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

2. Authority

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

3. CalSave and CalBuy, Administration, and Agent

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

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

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

4. Transaction Fees

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

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

5. Non-Conforming Jurisdictions

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

6. Reports

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

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

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

7. Length of Term

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

8. Marketing and Advertising Under This Agreement

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

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

9. Conformance to Public Contract Code §20111

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

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

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

11. Piggyback and Standard School Supply & Equipment Authority

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

12. Intended for Personal Property

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

13. Public Works Limitations

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

14. Job Order and Unit Price Contracting

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

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

15. Start Date

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

16. Posted Prices and Requests for Quotes

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

17. Submission of Orders and Delivery

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

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

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

18. Other Agencies Right to Purchase

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d) The contractor fails to pay Transaction Fees

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

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

19. Conversion to a CMAS Contract

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

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

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

2. Colorado, Colorado BOCES Association (CBA)

A. Additional Agency Terms and Conditions

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

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

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

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

3. Connecticut, Capitol Region Education Council (CREC)

A. ADDITIONAL MEMBER AGENCY GENERAL TERMS AND CONDITIONS

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

An Act Concerning Student Data Privacy

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

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

Conflict of Interest

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

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

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

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

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

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

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

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

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

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

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

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

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

None

B. ADDITIONAL MEMBER AGENCY TERMS AND CONDITIONS FOR 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

C. PROCEDURES FOR PROCESSING ORDERS

- A. Purchase orders will not be accepted or processed by CREC. All business will be contracted directly with the Participant, which will issue a purchase order and provide payment for the applicable good or service directly to the Contractor.
- B. To the extent not otherwise described in this document, once a purchase order is issued by a Participant to a Contractor, all of the provisions of the contract shall benefit and be enforceable by such Participant, unless specifically identified as applying to CREC only.

D. AGENCIES ALLOWED TO PURCHASE UNDER THE MEMBER AGENCY

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

Work in Other States

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

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

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

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

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

A. Additional Agency Terms and Conditions

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

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

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

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

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

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

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

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

B. Procedures For Processing Orders

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

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

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

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

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

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

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

C. Agency Members Purchasing Under The Member Agency

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

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

1. General Overview

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

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

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

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

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

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

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

- d. No governmental entity shall issue or cause to be issued any addenda modifying plans and specifications within a period of 72 hours prior to the advertised time for the opening bids or proposals, excluding Saturdays, Sundays, and legal holidays. However, if the necessity arises to issue an addendum modifying plans and specifications within the 72-hour period prior to the advertised time for the opening of bids or proposals, excluding Saturdays, Sundays, and legal holidays, then the opening of bids or proposals shall be extended at least 72 hours, excluding Saturdays, Sundays, and legal holidays, from the date of the original bid or proposal opening without need to readvertise as required by subsection (b) of this Code section.
- e. Bid and contract documents may contain provisions authorizing the issuance of change orders, without the necessity of additional requests for bids or proposals, within the scope of the project when appropriate or necessary in the performance of the contract. Change orders may not be used to evade the purposes of this article.
- f. Any governmental entity may, in its discretion, adopt a process for mandatory prequalification of prospective bidders or offerors; provided, however, that:
 - i. Criteria for prequalification must be reasonably related to the project or the quality of work;
 - ii. Criteria for prequalification must be available to any prospective bidder or offeror requesting such information for each project that requires prequalification;
 - iii. Any prequalification process must include a method of notifying prospective bidders or offerors of the criteria for or limitations to prequalification; and
 - iv. Any prequalification process must include a procedure for a disqualified bidder to respond to his or her disqualification to a representative of the governmental entity; provided, however, that such procedure shall not be construed to require the governmental entity to provide a formal appeals procedure. A prequalified bidder or offeror cannot be later disqualified without cause. History Code 1981, § 36-91-20, enacted by Ga. L. 2000, p. 498, § 1; Ga. L. 2001, p. 820, § 12; Ga. L. 2007, p. 640, §

6. Illinois

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

Illinois Law to Govern.

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

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

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

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

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

Entire Agreement and Construction

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

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

Dispute Resolution.

Any dispute arising in any manner hereunder shall be subject to resolution by litigation, unless all involved parties consent to an alternative means of dispute resolution. Venue for any legal action brought hereunder shall be the Illinois state circuit court of the county in which the Illinois Customer's administrative office is located or (if different and only if the Illinois Customer selects) 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 workmens compensation acts, disability benefit acts or other employee benefit acts.

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

Funding Contingencies for Multi-Year Projects.

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

Warranties and Claims.

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

Attorney Fee Provisions.

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

Automatic Renewals.

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

Successors and Assigns: No Subcontracting.

Contractor shall not assign any rights under, or interest in, this Agreement, nor may Contractor subcontract any duties arising hereunder, without the prior written consent of the Illinois Customer. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Indiana, Wilson Education Service Center (WESC)

A. Additional Agency Terms and Conditions

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

B. Procedure for Processing Orders

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

C. Members Purchasing Under the Agency

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

8. Iowa, AEA Purchasing

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

Right to Assign

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

B. Additional Member Agency Terms and Conditions for Non-Construction Products and Services None.

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

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

D. Procedure for Processing Orders

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

E. Agencies Allowed to Purchase under the Member Agency

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

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

A. Additional Member Agency General Terms and Conditions that apply for all categories **Kansas Mandatory Contract Provisions**

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

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

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

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

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

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

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

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

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

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

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

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

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

Assignment - SEKESC Right to Assign

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

Purchase Orders

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

Marketing

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Procedure for Processing Orders

The SEKESC utilizes the following ordering/delivery procedures:

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

E. Agencies Allowed to Purchase under the Member Agency

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

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

Kentucky, Green River Regional Educational Cooperative (GRREC)

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

B. Vendor Partner agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Vendor Partner agrees to report each violation to the USDA and the appropriate EPA Regional Office. 2. SUSPENSION AND DEBARMENT 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. PROCUREMENT OF RECOVERED MATERIALS PURSUANT TO 2 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. BUY AMERICAN "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 (at least 51 percent) 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 REIMBURSEMENT CONTRACTS 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: Finance Director. GRREC may designate another agent for collecting an administrative fee that will be negotiated with vendor for e-commerce transaction. GRREC will share information from the quarterly and annual reports and distribute the administrative fee among the other KY Educational Cooperatives according to membership.

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

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

10. Massachusetts, The Education Cooperative

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

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

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

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

A. Additional Member Agency 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.

12. Minnesota, Cooperative Purchasing Connection (CPC)

1. General Terms and Conditions (All Categories)

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

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

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

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

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

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

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

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

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

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

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

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

4. **Insurance:**

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

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

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

5. **Procedure for Contract Award, Notification and Processing Orders**

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

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

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

6. Administrative Fees & Reporting

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

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

This report shall include all sales made and payments received by the vendor in said quarter. The sales report shall be emailed to Melissa Mattson at mmattson@lsc.org and copied to Lori Mittelstadt at 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.

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

A. Additional Agency Terms and Conditions

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

B. Procedure for Processing Orders

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

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

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

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

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

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

C. Customers Purchasing Under the Agency

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

D. Governing Law

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

E. Prohibition Against Boycotting Israel

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

14. Montana, Montana Cooperative Services (MCS)

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

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

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

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

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

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

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

Note: Cooperative purchasing by local governmental entities may 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.

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

A. Additional Agency Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Procedure for Processing Orders

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

C. Members Purchasing Under the Agency

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

D. Procedure for Processing Orders

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

E. Agencies Allowed to Purchase under the Member Agency

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

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

Applicability of Contract Provisions to New Jersey Participants

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

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

1. The Bidder by submitting its bid hereby declares that this Bid is made without any connection with any other person or person making any proposal for the same items, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by ESCNJ or a New Jersey Participant is directly or indirectly interested in the proposal or in the goods or services to which it relates, or in any portion of the profits there from.

2. **Event of default and termination of Contract:**

ESCNJ shall have the right to cancel the contract based upon a default by Contractor. A New Jersey Participant shall have the right to cancel its purchase arrangement based on a default by the Contractor with regard to such purchase arrangement. In addition, ESCNJ and each New Jersey Participant reserves the right to withhold payments for goods and services that are not in compliance with the terms of the contract or if the Contractor is in default. Any of the following shall be a default under the contract: 1) The Contractor fails to adequately perform the services set forth in the contract; 2) Contractor fails to deliver all or any part of the goods, or delivers defective goods; 3) The Contractor fails to make progress in the performance of the contract and/or does not deliver within the agreed-upon schedules; 4) The Contractor fails to observe any of the terms and conditions of the contract, including, without limitation, assigning the contract and/or failing to deliver required insurance or performance bonds; 5) The Contractor fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by the New Jersey Participant; or 6) the Contractor has become insolvent, makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy or is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days. ESCNJ and each New Jersey Participant shall follow the following procedure if the contract or purchase order is to be terminated:

Step 1 - Issue a warning letter of concern outlining the violations and length of time to correct the problem(s). The length of time to correct the problem shall be determined by ESCNJ or the New Jersey Participant, as applicable, in its sole discretion, based on the problem.

Step 2 - Issue a letter of intent to cancel the contract or purchase order, if the problem(s) is not resolved by the given date.

Step 3 - Issue the letter to cancel contract or purchase order.

Upon receipt of the written notice of concern, the Contractor shall have ten (10) business days to provide a satisfactory response to ESCNJ and the New Jersey Participant that provided the notices. Failure on the part of the Contractor to address adequately all issues or concerns may result in contract cancellation.

The remedy to terminate and withhold payments is in addition to any other remedies ESCNJ and the New Jersey Participants may have. In the event of Contract termination by a New Jersey Participant, such New Jersey Participant's payment obligation shall cease as of the final date on which services in accordance with this Contract are last performed by the Contractor. Upon termination of this Contract under this section, the Contractor (and its surety) will be responsible for all of such New Jersey Participant's expenses, losses and damages incurred in replacing Contractor for the remainder of the term of the Contract.

3. **Assignment:**

Contractor shall not subcontract, assign, transfer, convey, sublet or otherwise dispose of its/his/her contractual duties to any other person, firm, or corporation, without the previous written consent of ESCNJ and any New Jersey Participant that has an outstanding open purchase order or financing arrangement. If the Contractor wants to assign its/his/her right to payment of the Contract, Contractor shall notify ESCNJ and any New Jersey Participant that has an outstanding open purchase order or financing arrangement immediately, in writing, of such assignment of right to payment. In no case shall such assignment of Contract relieve the Contractor from its/his/her obligations or change the terms of the Contract.

4. **Indemnification:**

Contractor shall indemnify, defend, keep and save harmless ESCNJ, each New Jersey Participant and its respective agents, officials, employees and volunteers (each an "Indemnified Party") against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses (including attorneys' fees) which result from, arise out of, or in connection with the performance, or breach of performance, under the Contract of Contractor and any of its/his/her employees, agents or personnel. The Contractor shall, at its/his/her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the Indemnified Party in any such action, the Contractor shall, at its/his/her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Party as herein provided.

5. **New Jersey Participant Policies:**

The Contractor must be familiar with a New Jersey Participant's policies or regulations which affect the services provided under

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

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

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

1. New Jersey Business Registration Certificate - Before award in NJ not at time of bid
 2. New Jersey Contractors Registration Certificate (All time and material bids.) Before award in NJ not at time of bid
 3. New Jersey Pay-to-Play Documentation (Political Contribution Disclosure)
 4. Statement of Ownership (Ownership Declaration Certification)
 5. New Jersey Affirmative Language (Exhibit A) and (Exhibit B) for construction repair and maintenance contracts
 6. Acknowledgement of the Contractor's/Vendor's responsibility to pay prevailing wage.
http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html
(Time and material bids.)
 7. New Jersey Affirmative Action Questionnaire/Documentation (Certificate of Employee Information Report)
 8. Disclosure of Investment Activities in Iran - Before award in NJ, not at time of bid
 9. Years of experience is not a criterion for the evaluation of bids to be awarded for the State of New Jersey. For additional information visit 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 of bid.

10. **Independent Contractor:**

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

11. **Incorporation of Bid Documents:**

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

12. **New Jersey Public Records Act:**

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

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

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

B. **Procedures for Processing Orders**

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

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

C. Members Purchasing Under the Agency

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

CONFLICT OF INTEREST

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

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

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

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

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

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

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

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

Anti-discrimination - All parties to any contract with the ESCNJ agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 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) or the Federal System for Award—SAM (www.state.nj.us/treasury/debarred) or the Federal System for Award—SAM

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

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

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

Notice of Classification—DPMC-27

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

- Trade(s) classification held by the contractor

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

Trade Number	Trade
C030	Plumbing
C032	HVACR

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

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

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

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

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

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

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

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

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

For Time and Material bids - Certified Payrolls

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

For Time and Material bids - Submission of Affidavit

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

For Time and Material bids— Certificate of Authority

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



For Time and Material bids– Contractor Trade Licenses

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



For Time and Material bids– Contractor’s Registration evidence “Public Works Contractor Registration Act”

A. Valid Certificate – Receipt of Bid

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

B. Submission of Certificate – Receipt of Bid: Prior to Award--Mandatory

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

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

For more information contact:

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

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

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

For Time and Material bids— Sworn Contractor’s 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.**

Term of Contract and Extensions: Multiyear contracts – 18A:18A-42

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

17. New Mexico, Cooperative Educational Services (CES)

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

Use Conditions

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

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

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

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

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

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

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

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

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

7. **CES Participating Entities:** Are defined as public agencies and/or organizations classified as follows that may participate in and purchase tangible personal property, professional, non-professional and construction services through their cooperative purchasing agreement with CES.
- a) Federal Agency [25 USC 3001 (4)] is defined as any department, agency, or instrument of the United States, any executive department, military department, government corporation, government-controlled corporation, or other establishment in the executive branch of government, including the Executive Office of the President or any independent regulatory agency established through legislative and/or administrative action.
 - b) State Agency NMSA 1978, § 13-1-190 is defined as any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution, or office of the executive, legislative, or judicial branch of the government of this State. "State agency" includes the purchasing division of the General Services Department (GSD) and the state purchasing agent but does not include local public bodies.
 - c) Local Public Body [NMSA 1978, § 13-1-67] is defined as a political subdivision of the State and the agencies, instruments, and institutions thereof, including: two-year post-secondary educational institutions, school districts and local school boards and municipalities, except as exempted pursuant to the Procurement Code [NMSA 1978, § 13-1-28].
 - d) Non-Profit, Non-Public Educational Institutions and other Non-Profit Organizations (Section 501(c)(3) of the Internal Revenue Code, Federal Tax Code) is defined as charitable, religious, educational, public service, support and scientific organizations, entities, corporations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of the Federal Tax Code.
8. **CES Regions:** New Mexico is a large state geographically. For this solicitation (RFP), CES is dividing the State into eight (8) service regions. Offerors will be required to indicate within their response to which of these service regions of the State they wish to provide services, and prioritize the areas, in order, that their firm intends to concentrate its efforts, if given an award. The first eight (8) service regions are listed below with the Public-School Districts located in each. Any public educational institution, i.e., BIA schools, charter schools, colleges, universities, community colleges or participating entities physically located within these regions are considered as part of that region.
1. **Region One (1)** – Aztec, Bloomfield, Central, Dulce, Farmington, Gallup-McKinley, and Zuni School Districts; Navajo Preparatory School, Pine Hill Schools, San Juan College, Shiprock Associated Schools, and University of New Mexico - Gallup Branch
 2. **Region Two (2)** – Chama Valley, Cuba, Española, Jemez Mountain School, Los Alamos, Mesa Vista, Pecos, Peñasco, Pojoaque Valley, Questa, Santa Fe and Taos School Districts; New Mexico School for the Deaf, Northern New Mexico College, Santa Fe Community College, Santa Fe Indian School, University of New Mexico - Los Alamos Branch, and University of New Mexico – Taos Branch
 3. **Region Three (3)** – Cimarron, Clayton, Des Moines, Las Vegas City, Maxwell, Mora, Mosquero, Raton, Roy, Santa Rosa, Springer, Wagon Mound and West Las Vegas School Districts; Luna Community College and New Mexico Highlands University
 4. **Region Four (4)** – Albuquerque, Belen, Bernalillo, Estancia, Grants-Cibola, Jemez Valley, Los Lunas, Magdalena, Moriarty-Edgewood, Mountainair, Quemado, Rio Rancho, Socorro, and Vaughn School Districts; Alamo Navajo School, New Mexico CFYD, New Mexico Institute of Mining and Technology, New Mexico State University at Grants, University of New Mexico and University of New Mexico - Valencia Campus
 5. **Region Five (5)** – Clovis, Dora, Elida, Floyd, Fort Sumner, Grady, House, Logan, Melrose, Portales, San Jon, Texico, and Tucumcari School Districts; Clovis Community College, Eastern New Mexico University and Mesalands Community College
 6. **Region Six (6)** – Artesia, Carlsbad, Dexter, Eunice, Hagerman, Hobbs, Jal, Lake Arthur, Loving, Lovington, Roswell, and Tatum School Districts; Eastern New Mexico University-Roswell, New Mexico Junior College, New Mexico Military Institute and New Mexico State University at Carlsbad
 7. **Region Seven (7)** – Alamogordo, Capitan, Carrizozo, Cloudcroft, Corona, Hondo Valley, Ruidoso, and Tularosa School Districts; Mescalero Apache School, New Mexico School for the Blind and Visually Impaired, New Mexico State University at Alamogordo
 8. **Region Eight (8)** – Animas, Cobre, Deming, Gadsden, Hatch Valley, Las Cruces, Lordsburg, Reserve, Silver and Truth or Consequences School Districts; New Mexico State University and Western New Mexico University
9. **Cooperative Procurement:** Is authorized under NMSA 1978 § 13-1-135 and this contract is based on the need for CES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Of a quality to pass without objection in the industry or trade normally associated 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CES SUPPLEMENTAL TERMS AND CONDITIONS FOR CONSTRUCTION

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

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

Assignment of Antitrust Claims

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

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

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

Change Orders:

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

Claims and Disputes

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

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

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

Commencement Date/Substantial Completion Date:

CES's purchase order establishes the Notice to Proceed. The Substantial Completion Date refers to a stage of a construction or building project or a designated portion of the project that is sufficiently complete, in accordance with the construction contract documents, so that the owner may use or occupy the building project or designated portion thereof for the intended purpose. The allowed duration for each project will be determined by the Contract Documents between the CES Agency and the Contractor.

1. Upon substantial completion of the project and as part of the project close-out phase, the Contractor will deliver to the CES Member or Participating Entity all associated paperwork to include but not limited to as built drawings, executed warranties, and guarantees applicable to the goods and services provided and any owners and operating manuals.

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

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

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

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

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

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

GS-3 Tile

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

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

Contractor's Price List:

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

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

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

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

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

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

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

Insurance – Property:

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

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

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

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

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

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

New Mexico Building Codes and Regulations

The Contractor shall perform in compliance with all applicable national and state building codes.

- NMAC 6.27.30 - Statewide Adequacy Standards
- NMAC 14.5.1 - General Provisions: "This rule applies to all the administration, interpretation, and enforcement of contracting work performed in New Mexico subject to the jurisdiction of Construction Industries Licensing Act (CILA) and LP GAS Act."
- NMAC 14.5.2 – Permits: "This rule applies to all permitted work performed in New Mexico on or after November 15, 2017, that is subject to the jurisdiction of CID.
- NMAC 14.5.3 – Inspections: "This rule applies to all contracting work performed in New Mexico on or after November 15, 2016, that is subject to the jurisdiction of CID..."

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

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

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

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

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

New Mexico State Wage Rate Documentation:

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

and Affidavit of Wages Paid.

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

Payment Retention, Progress Payments:

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

Permits, Fees and Notices:

Building Permits are required subject to New Mexico State Statutes, Section 60-13-45 NMSA 1978, and the provisions of the CID rules, no building or structure shall be erected, constructed, enlarged, enlarged, altered, repaired, moved, improved, removed, converted or demolished, and no electrical wiring, plumbing or mechanical work as defined and described in the applicable New Mexico construction codes for those trades, may be installed, repaired or maintained in or on such building or structure, unless the applicable permit has first been obtained from the division. It is the Offeror's responsibility to secure all required building permits for the construction services offered under this Category and Lots.

Progress Payments for Construction:

All progress payments must be invoiced through CES. It is the responsibility of the CES Agency and/or its designee to review and approve any estimates of work completed. Per 57-28-5 NMSA 1978 A "If an owner receives an improperly completed invoice, the owner shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete..." In such cases, the contractor agrees to hold CES harmless for any deficiency of payment.

Project Records: The Contractor shall be required to provide accurate record documents for each portion of the work as part of its bid for that portion of the work, without additional cost to CES or its Eligible Agencies.

1. For audit purposes, a copy of any contract(s) and agreement(s) between the CES Eligible Agency and the prime Contractor must be kept on file in the CES office. It is the responsibility of the prime Contractor to supply a signed copy of any contract(s) and agreement(s) to CES.
2. Upon substantial completion of the project and as part of the project close-out phase, the prime Contractor will deliver to the CES Eligible Agency all associated paperwork (as built drawings, executed warranties/ guarantees applicable to the goods and services provided and any owners/operating manuals).
3. The prime Contractor must agree that the CES Eligible Agency reserves the right to release information about the project, and that any advertising of the project by the prime Contractor must be approved by an authorized official of the Agency.

Project Schedule: The CES Eligible Agency retains the right to extend the schedule of work or to suspend the work and to direct the prime Contractor to resume work, when appropriate. The agreement must describe an equitable adjustment for added costs caused by any suspension. Any increases will be invoiced through CES as allowed in the agreement.

New Mexico Public School Facilities Authority (NMPSFA) - Special Conditions

When a New Mexico public school district builds a project utilizing a CES Contract with funds that have been appropriated by the Public School Capital Outlay Council (PSCOC), the NMPSFA and the school district become co-owners of the project until the work is completed and accepted. Therefore, NMPSFA must be involved in project discussions and their representative must approve and submit the documents before payment can be issued.

Upon obtainment of substantial competition, the Contractor, Eligible Agency's, and NMPSFA's representative will develop a punch list of items that need to be completed or resolved. The Contractor will complete the punch list and provide required close-out documents and applicable certificates of code compliance from the various state and local governing authorities prior to requesting final payment.

Quality Control:

1. During the course of the contract, the CES Member or Participating Entity contact person may secure samples according to Construction Industries Division guidelines or industry standards of materials being used from containers at the job site and submit them to an independent laboratory for comparison to specified material.
2. Should test results prove that a material is not functionally equal to or better than specified; the prime Contractor will pay for all testing and any cost incurred to have materials installed to replace those found not to comply with the specifications and remove and dispose of the materials not complying.
3. Should test results prove that materials tested were functionally equal to specified material; the prime Contractor will be notified of the results.
4. During the execution of the project and/or during the project close-out process, the CES Member or Participating Entity and the Contractor encounters a situation and/or condition that they cannot agree on or resolve, CES has consultants under contract that either of the parties can engage to review, investigate, evaluate, and issue a written report on their findings and propose recommendations/solutions for addressing the concerns and issues.

Safety: All work shall comply with OSHA safety requirements and any additional applicable federal, state, or local fire and safety requirements. When specifications or scope of work will result in a violation of a code or result in an unsafe condition, the Contractor must inform the Eligible Agency of the situation.

1. The Contractor will not construct any sub-assembly, structure, or device or produce any condition that intentionally violates a fire, health, safety or UBC code or safety standard.
2. Contractor must advise Agency's contact person whenever work is expected to be hazardous to students, Agency's employees, or operators. Failure of the work to comply with currently adopted codes and requirements when a project is inspected, and a certificate of occupancy is required will be corrected by the Contractor at no additional cost of the owner.
3. Material Safety Data Sheets for any material supplied will be provided to the owner as part of the Project Close Documents or as request of CES Member or Participating Entity.
4. When working, loading, unloading, repairing, or operating equipment near an owner-used area, the prime Contractor will maintain a crewman in the area as a guard to keep students and adults from wandering in, if the area is not protected.
5. Fire extinguishers will be maintained within easy reach whenever power tools and torches are being used. The Contractor will advise the CES Member or Participating Entity contact person when volatile materials are to be used near air ventilation intakes, so that they can be shut down or blocked as directed.
6. All of the work and items supplied on this contract will comply with all current and applicable US Federal and State of NM Safety Standards, Statutes, Rules, and Regulations.

MSDS – Material Safety Data Sheets

The Contractor will furnish the CES Eligible Agency's representative(s) copies of MSDS' for all products used prior to use at any of the agency's facility. The Contractor must update copies of the MSDS on an annual basis and when any new products are introduced into any agency's facility or added to the contract prior to the product being used. The Material Safety Data Sheets shall comply with OSHA Regulation 1910.1200, Paragraph G.

Site Access: Access to the construction space will be limited to the way agreed upon by the parties. The Contractor shall hold CES and its Eligible Agencies harmless from damage from trespassing on property of others.

Site Cleanup: Contractor will clean up and remove all debris resulting from its work as required by the Member/ Participating Entity. The Contractor shall comply with all laws and regulations governing disposal of construction and hazardous materials. There shall be no dumping of construction debris or other material on the Agency's property. Any material that requires special handling as dictated by federal or state law shall be removed in compliance with the requirements of those laws. All such materials shall be removed from the site and properly disposed of by the Contractor.

Site Examination: Contractor shall familiarize itself with the site, in order to anticipate unseen problems that may develop as the work progresses. Failure to have visited the site before submitting a job order proposal shall in no way relieve the Contractor from furnishing any materials or performing any work required to complete the project in accordance with the contract documents, without additional cost to the CES Eligible Agency. If there is no written agreement signed by all parties, by the Contractor taking possession of the project site and commencing work, the Contractor acknowledges that the site's condition meets their expectations and requirements for completing the project.

If construction space is directly under, above, in or near the CES Eligible Agency's used space, the prime Contractor must agree to receive written approval from the contact person prior to interrupting any activities or programs.

Site Preparation: Prior to a purchase order being issued by a CES Eligible Agency, the size, location, and site conditions that exist at the time the Contractor takes possession and/or control must be clearly identified and stated in writing. The Contractor will not begin a project for which the site is not prepared or in the condition agreed upon in writing by the Member/Participating Entity, unless Contractor decides to accept the site as is and is willing to perform the preparation work necessary at no cost, or

until the Member/Participating Entity has included the cost of site preparation in a purchase order to CES. Site preparation may include, but is not limited to, moving furniture, clearing the site, securing the site, installing wiring for networks or power and similar pre-installation requirements.

Site Supervision: During all phases of a project, the Contractor will have a qualified and experienced foreman in the area of construction being performed; the individual must be qualified and knowledgeable of all specifications and requirements of the project and provide continuous supervision and coordination of activities to assure that project outcomes are met.

1. When working or operating equipment near an owner-used area, the prime Contractor will maintain a crewman in any unprotected area to keep students and adults from wandering into the area.
2. All equipment, tools and machines used in the performance of this work by either the prime Contractor or subcontractors will be maintained in satisfactory working conditions and meet or exceed industry standards at all times.
3. When fixtures, such as air conditioning and other equipment are moved to perform work, they will be placed in a protected area so as not to damage any part or component. Appropriate measures will be taken to prevent rust, vapors, gases, or odors from entering the owner-occupied areas used during the construction or repair services. Appropriately licensed tradesmen will perform all required disconnections and reconnections. Any damage caused by the disconnection, storage, or reconnection of equipment will be repaired at no additional cost to the CES Eligible Agency.

State Wage Rates: It is the contractor's responsibility to be acquainted with the New Mexico Department of Workforce Solutions rules, regulations, procedures, and requirements relating to state wage rates, and to comply with state and federal regulations regarding payment of wages on public projects. The construction contractor will pay New Mexico prevailing wage rates for every job performed under this contract with a total project cost of Sixty Thousand Dollars (\$60,000) or more on an individual basis. The contractor under the Public Works Minimum Wage Act as cited under 13-4-10 through 13-4-17 NMSA 1978, will pay all mechanics and laborers employed on the site of the project by the contractor, unconditionally and not less often than once a week, and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications.

Subcontractors: If it is necessary for the Offeror to contract with third party firms to provide various goods and services, the following will apply:

1. In accordance with the "Subcontractor Fair Practices Act", 13-4-31 to 13-4-42, NMSA 1978, the following information is required to be submitted with any job order project:
 - A. The name of each subcontractor who will be performing work or rendering service on the public works project and whose total contract will be the greater of:
 - 1) Five Thousand Dollars (\$5,000); or
 - 2) One half of one percent (.005%) of the total project (to be estimated by the architect and/or engineer of record).
 - B. Address of the place of business
 - C. Subcontractor license number
 - D. Type of work or services to be performed by the subcontractor.
 - E. Pursuant to Section 13-4-38 NMSA 1978, if an Offeror fails to list a subcontractor in excess of the listing threshold on any job order contract, and they do not state that the provider is a sole source or that they will put all work that exceeds the threshold to individual bid each time, they are stipulating that they are fully qualified to perform the proposed products and services themselves and that they will perform all work themselves. After the specific job order contract award, any change in subcontractors must be approved by CES and the CES Eligible Agency, otherwise, the Offeror will be guilty of violation of the Subcontractors Fair Practices Act and subject to the penalties provided therein.
2. Subcontractor must be registered with New Mexico Department of Workforce Solutions, Public Works section.
3. CES and its Eligible Agencies reserves the right to approve, reject and replace any subcontractor proposed by the Offeror pursuant to 13-4-36 NMSA 1978.
4. Subcontractors shall provide performance and payment bonds to prime Contractor if the sub-contract is greater than \$125,000 pursuant to 13-1-148.1.
5. Any agreements with subcontractors shall incorporate, by reference, the terms and conditions of this solicitation and each individual project contract.
6. No subcontract requiring licensure will be entered into with any unlicensed party. Contractor must use subcontractors openly, include such arrangements in the proposal and certify upon request that such use complies with the rules of the NMCID, New Mexico Public Works Act and New Mexico Procurement Code.
7. Subcontractor Payment: Contractor agrees to pay subcontractors in a timely manner and in accordance with the New Mexico Prompt Payment Act pursuant to 57-28-5 NMSA 1978. If Contractor receives a progress payment from CES, the Contractor will pay subcontractor(s), "...within seven days after receipt of payment from the owner, contractor or subcontractor..." pursuant to 57-28-5 C. NMSA 1978. CES will contract to provide release of liens from subcontractors within fifteen (15) days of date of payment. Failure to pay subcontractors, pursuant to 57-28-5 C. NMSA 1978, for work faithfully performed and properly invoiced can result in the suspension or cancellation of this contract.
8. Subcontractor's labor used must be of a standing or affiliation that will permit the work to be carried on harmoniously,

- without delay and will not cause any disturbance, interference, or delay to the progress of the project. Subcontractor and lower-tier subcontractors will not employ anyone whose employment might be objected to by prime Contractor or Member.
9. It is the responsibility of the Contractor to inform all suppliers and subcontractors that this contract is a cooperative purchasing contract and that the CES Eligible Agency must make payments to CES before CES can issue progress payments to the Contractor. The Contractor must provide CES with all subcontractors and suppliers information utilized for any individual project performed.
 10. Contractor and Subcontractor are responsible for complying with the provisions of §22-10.3.3.B NMSA 1978, regarding employees' having unsupervised access to students. The Contractor and Subcontractor may be required to obtain background checks for any employee working on a CES project per the CES Member's or Participating Entity's background check policy prior to accessing the project site.

Subcontractor Insurance: In addition to the Insurance requirements specified in the CES General Terms and Conditions the Contractor shall ensure that prior to commencing any work, any subcontractor shall procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form (Acord 25) and from insurers acceptable to the prime contractor. All subcontractors will provide worker's compensation insurance, which waives all subrogation rights against the prime contractor, CES, its Members and Participating Entities.

Substantial Completion and Project Acceptance:

When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall promptly prepare and submit a punch List that includes incomplete and non-compliant Work to be completed or corrected prior to final payment. Failure to include any item on a punch list does not alter the responsibility of the Contractor complete the work in accordance with the agreement between the Owner and the Contractor. Owner and Contractor shall agree on a close-out schedule to include equipment maintenance manuals, instructions, heating or cooling utilities, insurance, etc. and establish the date of completion for Certificate of Substantial Completion.

Tests and Inspections:

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction shall be made at an appropriate time. Contractor shall schedule tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, provided by the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals unless otherwise provided in the Contract Documents. The Contractor shall give the Owner and if applicable, the Design Professional, timely notice of when and where tests and inspections and approvals are to be made so that the Design Professional may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

Temporary Utilities: Cost for temporary utility services that are part utilized during the construction process will be identified and agreed upon in writing by the CES Eligible Agency. Utility services utilized by the Contractor to maintain a project office trailer, maintenance shop, storage facilities, security lighting, etc., will be the responsibility of the Contractor and can only be transferred to the Agency on written agreement specifically stating what Contractor's utilities it will be responsible for.

Warranty after Substantial Completion:

The Contractor shall, within 11 months after the date of Substantial Completion, correct all the Work that is found to be non-compliant. If after one year from the date of Substantial Completion any of the work is found to be deficient the Contractor shall correct it promptly after receipt of written notice from the Owner to do so, unless, the Owner has previously given the Contractor a written acceptance of such condition. During the eleven-month period for correction of the Work, if the Owner fails to notify the Contractor and gives the Contractor an opportunity to make the correction, the Owner waives the rights to require the correction by Contractor and to make a claim for breach of warranty.

WARRANTY – Construction:

Construction warranty refers to a **warranty for construction** that is given by the contractor for the project. Such **warranty** states that the substantially completed project is free of structural, electrical, plumbing, and other defects, and is fit for the intended purpose.

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

Contractor warrants that all construction and related services provided shall be performed in a good workmanlike manner, by workers who are appropriately trained and experienced in the work being performed, in accordance with all requirements of

the contract documents, industry standards for projects of similar type and quality, and all applicable laws, codes, regulations, and other requirements including safety requirements.

Contractor further warrants that all equipment, software, construction products and services delivered under this contract will conform to the specifications of this contract. Offeror must agree to assist the purchaser in reaching a solution regarding a dispute with the manufacturer over a warranty's terms and comply with the following:

1. Contractor warrants that any construction products and services, equipment or material supplied to CES, or its Members or Participating Entities will conform to all requirements of the contract and all representations of Contractor and will be fit for all purposes and uses as required and defined for each individual project. All work performed, equipment and materials must carry a minimum 12- month warranty that includes parts, labor, and reimbursable expenses.
2. Contractor warrants that for one (1) year after acceptance of the individual project, the work performed, equipment and/or materials provided to the CES Member or Participating Entity will be:
 - a. Of a quality to pass without objection in the industry or trade normally associated with them;
 - b. Fit for the intended purpose(s) for which they are being purchased and/or being used;
 - c. Of even kind, quantity, and quality within each unit and among all units, in the variations permitted by the contract;
 - d. Adequately contained, packaged, and marked as the contract may require; and
 - e. Conform to the written promises or affirmations of fact made by Contractor. Any extended manufacturer's warranty that is obtained to meet the 12-month requirement will be passed to the CES Member or Participating Entity without exception. CES reserves the right to cancel the contract if Contractor charges the agency for any product and/or service received at no cost under a warranty.
3. The Contractor will be responsible for ensuring that all warranty work is completed either by performing the work itself or by working with the Agency to have it completed by a third party or subcontractor. The Contractor will remain available to the Agency should added services be required after warranty obligations are met. Even if final payment is made, if the Agency discovers an unfinished or missing job component or improperly installed material or equipment during the first year after acceptance which should have been completed as part of the original project scope of work, the Contractor will complete the work in a timely fashion at no additional cost.
4. The Contractor may offer extended warranties and maintenance agreements for additional cost to the CES Eligible Agencies as a separate line item. Upon request, no-cost training must be offered by the prime Contractor for the maintenance staff of the Agency and will be arranged after the installation and as part of the purchase contract.

18. North Dakota, North Dakota Educators Service Cooperative (NDESC)

General Terms and Conditions (All Categories)

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

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

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

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

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

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

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

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

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

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

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

10. Insurance

The Vendor shall purchase, maintain and provide certification from the insurer for minimal coverage during the life of an awarded contract, to include, but not limited to, comprehensive public and/or commercial liability, errors and omissions, workman's compensation, unemployment, and other insurance coverage required by and applicable to each of NDESC'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 NDESC as a "Certificate Holder". Any required insurance that is canceled before the expiration date of the contract agreement, the issuing company will send immediate notice to NDESC. COIs must be updated and sent to NDESC upon insurance coverage renewal. Respondents shall provide a statement of insurance from the issuing company or their authorized agent with their proposal. The Vendor shall meet the following requirements:

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

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

11. Procedure for Contract Award, Notification and Processing Orders

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

- a. The contract will be listed and promoted on the NDESC website (www.ndesc.org).
- b. Announcement of the contract award.
- c. Upon award and completion of the vendor orientation, NDESC will promote the contract opportunity to its

membership in one or more of the following ways: websites; agency newsletters; hard copy marketing flier; Email announcements; contract catalog; and trade shows.

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

12. Administrative Fees and Reporting

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

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

This report shall include all sales made and payments received by the Vendor in said quarter. The sales report shall be emailed to Jane Eastes at jeastes@lscs.org <mailto:mmattson@lscs.org> and copied to Lori Mittelstadt at lmittelstadt@lscs.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

Review and Approved January 6, 2021

21. Oregon, Intermountain Educational Service District (IMESD)

A. Additional Agency Terms and Conditions – all categories

Intermountain Education Service District (“IMESD”) is an educational service district organized under the laws of the STATE OF OREGON. Pursuant to Oregon Law ORS 279A and IMESD is authorized to cooperate with other entities and in such regard is authorized to cooperate with them in the purchasing of goods and services pursuant to these contract documents. As other entities cooperate with IMESD to take advantage of the goods and services made available pursuant to these contract documents, the terms and conditions of any such sales shall be in accordance with the contract documents.

Additionally Senate Bill 3184 enables Oregon's Education Service Districts to offer the services they provide to component school districts to other organizations. For the past 10 years, the InterMountain ESD (formerly Umatilla-Morrow ESD) has been a leader in expanding revenue available for schools and IMESD programs by providing these services outside of 19 local school districts. (*Reference: [ORS 334.185](#)*)

Under Oregon public contracting rules, each individual public agency will have its own local rules it must adhere to, in addition to statewide public contracting laws. InterMountain Education Service District does not presume that its cooperative purchasing program will necessarily comply with every agency's internal public contracting rules. We always advise potential customers to review the bid solicitation carefully and recommend review by their legal department and/or procurement personnel to assure that contracting laws are complied with.

ADVERTISING AND MARKETING: Bidders must demonstrate they possess the necessary resources and have a proven track record to market, offer, obtain, deliver, install and provide the sales and technical support services to IMESD and its participating agencies within the state of Oregon in a timely and cost effective manner.

APPLICABLE LAW AND VENUE: Any dispute arising out of any of the contract documents, or out of their performance, shall be decided by 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

None

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

1. Prevailing wage rates/Davis-Bacon.

As set forth in the conditions below, if this is a public works project (as defined below) Oregon State prevailing wage rates will apply unless exempted. If federal funds are being used, Bidders must take into account the need to comply with the Davis-Bacon Act. If both the federal and state prevailing wages are required the Contractor is required by law to pay the greater of the applicable prevailing wage. Pursuant to ORS 279C.365 no bid will be considered unless the bid contains a statement by the Bidder as a part of its bid that the provision of ORS 279C.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 279C.840 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 contractor or subcontractor must be licensed under ORS 468A.720.

4. Bonding

If this contract is a public improvement contract in excess of \$100,000.00, at the time of the execution of the contract, the successful Bidder shall also deliver to the Owner good and sufficient bonds endorsed on forms supplied by Owner, in sums equal to the contract price, for the faithful performance of the contract, and for the payment of all claims for labor, materials, equipment, and rental equipment that may result from work performed pursuant to the contract documents. The successful Bidder shall not be allowed to execute the contract without the concurrent delivery to the Owner of the bonds required by this paragraph on the required forms. At owner's sole discretion, Contractor shall be subject to disqualification and forfeiture of bid security for breach of this section. If Bidder is disqualified, Owner may award the contract to another Bidder.

5. Subcontractor Disclosure

Unless exempted by ORS 279C.370(1)(c) for public improvement contracts, all Bidders shall within two hours of the date and time of the deadline when bids are due submit information about certain first-tier Subcontractor when the contract value for public improvements is greater than \$100,000 (see ORS 279C.370). Specifically, when the contract amount of a first-tier Subcontractor furnishing labor or labor and materials would be greater than or equal to:

- (i) 5% of the project bid, or \$15,000, or
- (ii) \$350,000 regardless of the percentage, Bidders must disclose the following information about that Subcontractor:

- (a) the Subcontractor's name, and
- (b) the category of the work that the Subcontractor would be performing, and
- (c) the dollar amount of the subcontract

If Contractor will not be using any Subcontractors that are subject to the above disclosure requirements, Contractor is required to indicate "NONE" on the reply form.

THE OWNER MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE.

FIRST TIER SUBCONTRACTOR DISCLOSURE FORM

Project name:
Bid #:
Bid Opening Date:
Name of Bidding Contractor:
Required Disclosure Deadline:

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award.

See the certification above the signature line on the second page of this form regarding the Subcontractors that must be disclosed.

The Owner will insert "NA" above if the contract value is not anticipated to exceed \$100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above.

This form may not be submitted by facsimile. It is the responsibility of Bidders to submit this disclosure form and any additional sheets, completely filled out and signed, by the specified disclosure deadline.

List below the name of each Subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the Subcontractor will be performing and the dollar value of the subcontract. Enter "None" if there are no Subcontractors that need to be disclosed. (Attach additional sheets if needed.)

NAME OF 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

It is certified that the above listed first-tier Subcontractor(s) are providing labor, or labor and material, with a dollar value equal to or greater than:

(a) 5% of the total Contract Price, but at least \$15,000 [if the dollar value is less than \$15,000 do not list the Subcontractor above], or

(b) \$350,000 regardless of the percentage of the total Contract Price.

Form submitted by (insert Bidder name):
Contact name:
Telephone number:

Additional Requirements of Oregon Law for Public Contracts, Public Works, and Improvements; Miscellaneous Provisions

"Owner" means the public entity executing the Contract of which these provisions are a part.
"Public improvement" means projects for construction, reconstruction or major renovation on real property by or for a public agency. "Public Works" shall mean roads, highways, buildings, structures and improvement of all types, the construction, reconstruction, major renovation or painting of which is carried on or contracted for by any public agency to serve the public interest by does not include the reconstruction or renovation of privately owned property which is leased by a public agency.

(1) In reference to ORS 279B.220 and 279C.505. Contractor shall:

(a) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in the contract.

(b) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or Subcontractor incurred in the performance of the contract.

(c) Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished.

(d) If the contract is for a public improvement, demonstrate to Owner that Contractor has an employee drug testing program in place.

(e) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

(2) In reference to ORS 279C.515 regarding contracts for public improvements:

(a) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the Owner may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of such contract.

(b) If the contract is for a public improvement and if the Contractor or a first-tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the contract within thirty days after receipt of payment from the Owner or a Contractor, the Contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on ninety-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty days after the date when payment was received from the Owner or from the Contractor, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.

(c) If the contract is for a public improvement, or is related to a contract for a public improvement, and if the Contractor or a Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the contract, that person may file a complaint with the Construction Contractor's Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

(d) The payment of a claim in the manner authorized in this section of this contract shall not relieve the Contractor or the Contractor's surety from any obligation with respect to any unpaid claims.

(3) Relating to ORS 279B.020 and ORS 279C.520. Contractor shall comply with ORS 279B.020 and ORS 279C.520 in their entirety (when applicable), and in this regard:

(a) No person shall be employed for more than ten hours in any one day, or forty hours in any one week except in cases of necessity, emergency, or where the Owner absolutely requires it, and in such cases, the employee shall be paid at least time and half pay:

(i) For all overtime in excess of eight hours a day or forty hours in any one week when the work week is five consecutive days, Monday through Friday; or

(ii) For all overtime in excess of ten hours a day or forty hours in any one week when the work week is four consecutive days, Monday through Friday; and

(iii) For all work performed on Saturday, Sunday, and on any legal holiday specified in ORS 279B.020 and 279C.540.

(iv) Contractor shall comply with the notice and posting requirements of ORS 279B.020 and 279C.520(2). Contractor shall pay employees for overtime work performed under this Contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq.).

(4) If the contract is for a public improvement, Contractor shall at its sole expense comply with any and all applicable statutes or ordinances, and all regulations of any agencies, whether federal, state, local or tribal, dealing with the prevention of environmental pollution and the preservation of natural resources including without limitation water that affect the performance of this contract.

The following agencies, as well as others, may have pertinent regulations:

Federal: Army Corps of Engineers, Federal Energy Regulatory Commission, Environmental Protection Agency, Dept. of Human and Health Services, Dept. of Interior including but not limited to the US Fish and Wildlife Service, Department of Labor, and Water Resources Council.

State: Columbia River Gorge Commission, Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Human Resources, Soil and Water Conservation Commission, and Oregon Water Resources Department.

Local: City and County wherein the project is to be undertaken.

Tribal: Confederated Tribes of the Umatilla Indian Reservation.

(5) In relation to ORS 279B.230 and 279C.530, Contractor shall comply in their entirety, and in this regard:

(a) Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

(b) All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

(6)

(a) If the contract is for public works and is over \$50,000, Contractor, unless otherwise exempted by law, shall comply with ORS 279C.800 to 279C.870 relating to the payment of prevailing wages; Contractor shall also comply with the federal Davis-Bacon Act to the extent applicable. The prevailing rates of wage, state and federal, made available on the internet are hereby incorporated by reference; they may be seen at various sites including at www.boli.state.or.us/BOLI/WHD/PWR and www.access.gpo.gov/davisbacon/or.html. If the state and federal prevailing wage laws both apply, Contractor shall pay as wages the greater of the applicable prevailing wage. Contractor shall comply with all wage reporting and certification requirements of the prevailing wage laws and/or the Davis-Bacon Act, as applicable.

(b) Before starting Work the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Laws 2005, Chapter 360, and OAR 839-025-0015, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond

(7) The following apply to contracts for public improvements:

(a) Contractor shall comply with ORS 279C.580, dealing with Contractor's relations with Subcontractors. Without limiting the generality of the foregoing, in this regard Contractor shall include a clause in each subcontract for property or services entered into by the Contractor and a first-tier Subcontractor, including a material supplier, for the purposes of performing the contract:

(i) that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten days out of such amounts as are paid to the Contractor by the Owner; and

(ii) that obligates the Contractor, if payment is not made within thirty days after receipt of payment from the Owner, to pay to the first-tier Subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause required by the preceding paragraph. The interest penalty shall be for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made, and shall be computed at the rate specified in ORS 279C.515(2).

(b) Contractor shall include in each of its subcontracts, for the purpose of performance of work in relation to project, a provision requiring the first-tier Subcontractor to include a before clause and an interest penalty clause conforming to the foregoing standards in each of its contracts and to require each of its Subcontractors to include such clauses in their

subcontracts with each lower-tier Subcontractor or supplier.

(c) Nothing stated herein shall be construed to preclude the negotiations allowed pursuant to ORS 279C.580(5).

(8) If any work supplied pursuant to the contract requires licensing with the Construction Contractors Board or the State Landscape Contractors Board, Contractor must be so licensed in order to submit a bid for the contract, and Contractor and all relevant Subcontractors must remain licensed during the period required for performance. Contractor certifies that all Subcontractors and workers will be properly licensed to perform the work required by this Contract before their commencement of work.

(9) If this contract is for public improvements, then retainage in the amount of 5% of the amount due shall be withheld in accordance with Oregon laws, including ORS 279C.550 et seq.

(10) If this contract is for a public improvement, and unless exempted by resolution of the Owner, Contractor shall comply with ORS 279C.380 and execute and deliver to Owner a good and sufficient performance bond and payment bond to be approved by Owner in a sum equal to the contract price.

By way of supplement to, and equally binding as, all of the foregoing:

(10.1) Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work and the Contract. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following as applicable: (i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Health Insurance Portability and Accountability Act of 1996; (iv) the Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A; as amended (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Owner's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS 279C.505, 279C.510, 279C.515, 279C.520, and 279C.530, which are incorporated by reference herein.

(10.2) Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and

(a) Contractor shall not discriminate against Disadvantaged, Minority, Women or Emerging Small Business enterprises, as those terms are defined in ORS 200.005, in the awarding of subcontracts (ORS 279A.110).

(b) Contractor shall maintain, in current and valid form, all licenses and certificates required by law, regulation, or this Contract when performing the Work.

(10.3) Unless contrary to federal law, Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work as described in ORS 701.005 under this Contract unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids to the Contractor.

(10.4) Unless contrary to federal law, Contractor shall certify that each landscape Contractor, as defined in ORS 671.520(2), performing Work under this Contract holds a valid landscape Contractor's license issued pursuant to ORS 671.560.

(10.5) The following notice is applicable to Contractors who perform excavation Work. ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503)232-1987.

(11) Contractor must certify compliance with the Oregon tax laws in accordance with ORS 305.385 when applicable.

(12) Upon receipt by Contractor of any notice or claim, pursuant to ORS 279C.600 et seq (concerning action against bonds) Contractor shall immediately notify Owner in writing.

(13) Unless agreed to by Owner in writing, Contractor may not assign, transfer, dispose of, or delegate its duties under the contract.

(14) Contractor shall be responsible for compliance with all local, state, tribal, and federal laws, applicable to any aspect of the work to be performed. It shall be Contractor's responsibility to determine the applicability and requirements of any such laws and to abide by them. Contractor shall indemnify, defend, and hold harmless Owner for any default or breach of Contractor in

this regard.

(15) The submission of a bid for this contract is certification by Contractor that Contractor has not discriminated and will not discriminate in violation of ORS 279A.110 against any minority, women, or emerging small business enterprises in obtaining any required subcontracts.

(16) If this contract is a public improvement contract for demolition, Contractor shall salvage or recycle constructions and demolition debris if feasible and cost-effective.

(17) If this contract is a public improvement contract for lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

(18) Any dispute arising out of any of the contract documents, or out of their performance, shall be decided by litigation in the Circuit Court of the State of Oregon in the county of Owner's residence, the parties consenting to jurisdiction in said court and permanently waiving jurisdiction in any other court, state or federal. In the event of litigation the prevailing party shall be entitled to an award of reasonable attorney's fees and costs at trial and upon any appeal thereof.

D. Procedure for Agencies Processing Orders under IMESD in Oregon

Once the award is made to the vendor, IMESD will market these contracts by: 1) including the contract on the IMESD website, 2) announcing the award in flyers, and 3) attending vendor events throughout school year. A list of schools, contact names, addresses and phone number can be accessed through the Oregon Department of Education website. At this point the vendor contacts schools and schools may contact the vendor. When the school/agency identifies a product or services and agrees on price it issues to Vendor a purchase order for that item or service, referencing the AEPA Bid number. The purchase order must include an additional one percent (2%) administrative fee in the total to be forwarded by the vendor to IMESD after the sale. All participating vendors agree to and are subject to audit proceedings of IMESD member sales.

Upon receipt of the purchase order, the vendor provides the goods or service listed on the purchase order. It is important to remember the vendor makes delivery to the member unless other arrangements are made in cooperation with IMESD. When all items and services on the purchase order have been delivered to the member in a complete and satisfactory manner, vendor then invoices the member for the goods and service. This invoice includes the additional one percent (2%) administrative fee to the total amount invoiced of the goods or service provided by the vendor. This percent is based on the total sales of goods or services. The member then pays the vendor including the one percent (2%) administrative fee. IMESD then invoices the Vendor for the 2% administrative fee based on the sale of goods and services collected by the vendor.

E. Agencies Allowed to Purchase under IMESD in Oregon

The InterMountain Education Service District (IMESD) participates in a national non-profit organization, the Association of Educational Purchasing Agencies (AEPA), which is a procurement vehicle. The mission of IMESD's involvement with AEPA is to cooperatively serve Oregon state agencies members through a continuous effort to explore and solve present and future purchasing needs. AEPA goals include working to secure multi-state volume purchasing contracts with benefits that are measurable, cost-effective and continuously exceed our state member's expectations. InterMountain Education Service District is the member agency representing Oregon in AEPA through an IMESD board approved Memorandum of Understanding between all participating states that are all political subdivisions related to K-12 education. All AEPA bids have been advertised by IMESD in Oregon.

Pursuant to Oregon Law, ORS 279A, InterMountain Education Service District is authorized to offer these contracts to other government entities including school districts, state universities, community colleges, special districts, local and state government.

There is no fee or annual dues to become an IMESD agency member to purchase. InterMountain Education Service District's contract management efforts are funded by a nominal administrative fee paid by the vendor based on sales volume.

22. Pennsylvania, Central Susquehanna Intermediate Unit d/b/a Keystone Purchasing Network

A. Additional Member Agency 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 contactor or subcontractor, as the case may be, to sanctions provided by law; and the verification form shall be signed by a representative of the public works contractor or subcontractor, as applicable, who has sufficient knowledge and authority to make the representations and certifications contained in the statement. Prior to award of a contract or purchase order by a Member Agency to the successful Bidder for a particular project, the successful Bidder shall submit to the Member Agency a Verification Form. Per the act, the successful Bidder's subcontractors shall provide to the Member Agency, and successful Bidder shall cause its subcontractors to provide to the Member Agency, their Verification Forms prior to commencing work on the Member Agency's project.

STANDARD OF QUALITY: The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit the Bidder, the bid or the evaluation of the bid to any one material or product specified but rather to describe the minimum standard. When proprietary names are used, they shall be followed by the words "or alternatives of the quality necessary to meet the specifications". A bid containing an alternative, which does not meet the specifications, may be declared non-responsive. A bid containing an alternative may be accepted but if an award is made to that Bidder the Bidder will be required to replace any alternatives, which do not meet the specifications.

PROVISIONS FOR THE USE OF STEEL AND STEEL PRODUCTS MADE IN THE U.S.: In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the contract, only those produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts thereunder in accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 141 of 1984 further defines "steel products" to include machinery and equipment. The act also provides clarifications and penalties.

PROHIBITION ON CASH ALLOWANCES: Cash allowances are prohibited.

TIME(S) OF COMPLETION OF THE PROJECT: Contractor/Vendor shall complete all work within 180 days after entry into a contract with the individual Member. Member and Contractor/Vendor may agree in writing on a lesser number of workdays depending on the scope of the project.

Owner's Compliance in Retaining Payments: Unless a member stipulates otherwise, Payment Retentions and Progress Payments shall be as follows: Ten percent (10%) of all contract payments shall be retained by the member as insurance of proper performance of the prime Contractor. Prime Contractor agrees to identify the amount of the invoices sent to the member school districts, then send copies of the invoices to the KPN. When fifty percent (50%) of the work is completed, as determined by the school district, one-half (1/2) of the amount retained shall be paid to the prime Contractor, if the prime Contractor requests payment, provided that the prime Contractor is making satisfactory progress and there is no specific cause for greater withholding. After the work is fifty percent (50%) completed, no more than five percent (5%) of the amount of any subsequent progress payments shall be retained, unless the governing board of the member determines that satisfactory progress is not being made, at which point ten percent retention shall be reinstated. If the member and the prime Contractor

agree to a substitute security, the agreement must be in full compliance with Pennsylvania law. If the substitute security is agreed to, the prime Contractor must provide KPN and the member with assigned and acknowledged waiver of any right or power of the obligor to set off any claim against KPN, the member, or the prime Contractor, in relationship to the security assigned. The prime Contractor, as authorized above, will pay any interest due a Subcontractor or material supplier. A Subcontractor to the prime Contractor may request, in writing, that the Subcontractor be notified by KPN within five (5) days of payment of each progress payment made to the prime Contractor. It is the responsibility of the prime Contractor to inform all suppliers and Subcontractors that this contract is a cooperative purchasing contract. Once all bonds are in place, the prime Contractor and the authorized agent of the member will agree in writing upon a schedule of payments based on identifiable milestones. Retaining of payments must be done in accord with 62 Pa.C.S.A. § 3921.

A contract containing a provision for retainage as provided in section 3921 (relating to retainage) shall contain a provision requiring the architect or engineer to make final inspection within 30 days of receipt of the request of the Contractor for final inspection and application for final payment. If the work is substantially completed, the architect or engineer shall issue a certificate of completion and a final certificate for payment, and the government agency shall make payment in full within 45 days except as provided in section 3921, less only one and one-half times the amount required to complete any then-remaining uncompleted minor items, which amount shall be certified by the architect or engineer and, upon receipt by the government agency of any guarantee bonds which may be required, in accordance with the contract, to insure proper workmanship for a designated period of time. The certificate given by the architect or engineer shall list in detail each uncompleted item and a reasonable cost of completion. Final payment of any amount withheld for the completion of the minor items shall be paid upon completion of the items in the certificate of the engineer or architect.

WORKERS' COMPENSATION ACT: The Contractor shall accept, insofar as the work covered by their contract is concerned, the provisions of the Workers' Compensation Act 44 of 1993, and any supplements of amendments thereof, including any which may hereafter be passed, and shall insure the Contractor's full liability there under for all parts of their contract being performed by the Contractor, the Contractor's partners, associates, employees or those of any the Contractor may employ herein, or file with the Entity a certificate of exemption from insurance from the Bureau of Workers' Compensation of the Department of Labor and Industry.

The Contractor shall, at all times, indemnify and save harmless the school entities of and from all claims for Workers' Compensation which may be made by any of the employees of the Contractor or by any of the employees to whom the Contractor may have let the performance of any part of the work embraced by their contract and the Contractor shall appear for and defend the school entities against any and all such claims. The Contractor shall be covered by Employers' Liability Insurance with a minimum limit of \$250,000 for each employee, \$2,000,000 policy limit and \$250,000 for each accident.

ACT 34 CRIMINAL BACKGROUND CHECKS: Independent Contractors and their employees who provide services to a Pennsylvania school entity are required to obtain a report of "Criminal History Record Information" from the Pennsylvania State Police. In the case of non-Pennsylvania residents, a report of "Federal Criminal Record Information" from the FBI is required in addition to the Pennsylvania State Police Report.

Contractors shall be required to do the following:

(1.) Present the original document/s Report of Criminal History Records information from the Pennsylvania State Police, report of Federal Criminal History Record Information from the Federal Bureau of Investigation to the Superintendent or the Superintendent's designee prior to the beginning of work for the school entity. The school entity shall retain a copy of the background check information and shall note on that copy the date on which the original document was inspected and the name of the administrator who viewed the original. This copy shall be retained in the school entity records with the original being returned to the Contractor.

(2.) If any new employees are added to the workforce during the course of the work, such employee(s) must follow the same procedure described above prior to any work for the school entity.

(3.) All costs for the Criminal History Information check(s) shall be borne by the perspective Contractor.

(4.) The school entity shall notify the Contractor in writing if the decision not to employ the Contractor or the Contractor's employees is based in whole or in part on criminal history records information.

(5.) The school entity shall follow the regulations promulgated by the State Board of Education concerning the confidentiality of the Criminal History Report Information obtained pursuant to the Act.

Upon written notice from the school entity, Contractors shall have all such persons removed from the project. School entity's right to declare such persons unfit shall not be limited to the required exclusion of persons from school property as set forth in Section 1-111 of the Pennsylvania School Code and/or Act 151 of 1994.

CHILD PROTECTIVE SERVICES BACKGROUND CHECKS: Prior to commencing work under the contract, the Contractor shall submit for any employee or independent Contractor who would be working on a school entity's site pursuant to work contemplated in the contract, an official clearance statement obtain from the Pennsylvania Department of Welfare pursuant to Act 151 of December 16, 1994 (P.L. 1292) subchapter C2 of the Child Protective Services Act. Contractor shall not allow any prospective employee or independent Contractor on the job site prior to providing the school entity with the above-referred clearance statement for prospective employees or independent Contractors.

ANTIBID-RIGGING ACT (NON-COLLUSION): In accordance with the Commonwealth of Pennsylvania's 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. Said Notice is hereby incorporated by reference. Contractor is hereby notified and agrees to comply with the terms of all statutes, rules and regulations enumerated in the Notice.

ARCHITECTURAL SERVICES: For those Members who are Pennsylvania Public School Districts, and whose projects require architectural or engineering services, your attention is directed to Section 7-751.1 of the Pennsylvania Public School Code (24 P.S. § 7-751.1), which requires a public school district to engage an architect/engineer that is independent from the Vendor/Contractor's architect/engineer.

MULTIPLE PRIME CONTRACTORS: For those Members who are Pennsylvania Public School Districts, your attention is directed to Section 7-751 of the Pennsylvania Public School Code (24 P.S. § 7-751), which requires a public school district to use separate prime Contractors for plumbing, heating and ventilating, and electrical work. To the extent a school district's project extends beyond general construction services, the school district will need to separately bid plumbing, heating and ventilating, and electrical work, and should consult with its individual solicitor for compliance with Section 7-751. For other Members who are subject to multiple prime requirements under applicable bidding laws, such Members should consult with their individual solicitors for compliance with said requirements.

D. Procedure for Processing Orders

Once the award is made to the Contractor/vendor, KPN will inform its members of the contract by: (1) including the contract in the agency database that is available on the KPN website, (2) announcing the award in its periodic newsletter, and (3) publishing the contract information in a catalog disseminated to all members. A list of members, institution names, contact names, addresses and phone number will be made available to the vendor in an electronic format. At this point the Contractor/vendor contacts the members and members may contact the Contractor/vendor. When the member identifies a product or service it issues a purchase order for that item to the vendor. The vendor's price to its members will include the following administrative fees: currently 2% (two percent) on all supplies, equipment and construction, rental or lease, annual subscription fee, etc.; and others administrative fees as approved by KPN and will be collected from the member or other qualifying purchaser. KPN reserves the right to adjust the administrative fee at any time during the duration of the contract and any renewal period or to modify the administrative fee based on volume of purchase. If the administrative fee is reduced due to the size of the project the vendor will show the adjustment on the quote. The vendor will also compile a quarterly report showing all purchases made by KPN members under this contract. The vendor will also produce an annual report for all purchases made under this contract for a period beginning with the award of the contract through December 31st and all consecutive 12-month periods if contract is extended. The vendor will make all administrative fee payments to KPN by the 15th of the succeeding month of each 3-month period (quarterly) after they have received payment from the member agency and all checks are to be made payable to the Central Susquehanna Intermediate Unit (CSIU) and sent to Keystone Purchasing Network, 90 Lawton Lane, Milton, PA 17847, and Attention: Mark C. Carollo. All reporting of purchases will be broken down by entity by state and will show purchaser, total dollar and date of purchase.

E. Agencies Allowed to Purchase under the Member Agency

The Keystone Purchasing Network (KPN) is a cooperative purchasing program operated by the Central Susquehanna Intermediate Unit under various state inter-governmental cooperation laws. Every public school district in the state is eligible to become a member and must complete a membership application with the KPN. No member is obligated to use these services, but they find the benefits of low price and not needing to go through the bidding process most advantageous. Only those members listed on an approved KPN membership list are eligible to purchase under these contracts. This list may change during the contract period and currently includes members from Pennsylvania, Maryland, New York, Delaware, District of Columbia and other Northeast & Mid-Atlantic states. Vendors may choose to offer KPN in other non-AEPA member states where cooperative purchasing laws allow.

Additional members may include other public educational institutions in the state, college, university, community colleges, vocational schools, charter schools, municipal and county governments and other non-profit organizations from Pennsylvania or any other state where a member is located. Membership from other entities is permitted by various intergovernmental cooperative purchasing laws or regulation from their home state.

As member agencies from other states are added to the membership of the KPN the awarded vendor(s) agrees to abide by all state and local laws and/or regulations that may apply to any purchase of products, services or construction by these agencies. KPN reserves the right to market any AEPA contract under any cooperative program name that it may choose in the future on a national basis in any non-AEPA member state.

23. South Carolina, Carolinas Alliance 4 Innovation

1. General Overview

- a. Carolinas Alliance 4 Innovation (CA4I) is now the AEPA representative for the state of South Carolina.
- b. CA4I is a non-profit public benefit corporation whose mission is to promote innovative solutions in transportation, infrastructure, engineering and education for the purpose of economic development.

2. Eligible Entities

- a. CA4I is able to serve City, County, and State Government; K-12 Public and Private Schools; Colleges and Universities; Public Libraries; and Non-Profit Organizations.

3. General Terms and Conditions that apply for all categories

- a. **Governing Law:** The laws of the State of South Carolina govern all contracts resulting from this solicitation. Each provision of law and clause required by law to be included in a contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction.
- b. **Governing Venue:** The resulting contract award shall be deemed to have been made and performed in Greenville County, South Carolina. For venue, all legal arbitration or causes for action arising out of the resulting agreement shall be brought to the courts of Greenville County, South Carolina.
- c. **Hazardous Substances:** All hazardous products purchased by members shall include a Safety Data Sheet (SDS) with the delivery.
- d. **Award:** Upon acceptance and approval of the Vendor's offer by AEPA, CA4I will independently consider the recommendation based on the value of the potential contract for its participating agencies. In the event of an award, CA4I will inform its members of the award and contract by the following methods along with contract instructions and ordering process.
- e. **Processing Orders:** When the member identifies a desired product or service, the member and the vendor may negotiate with each other to establish a description of items and/or services. The vendor shall quote a price to the member, in writing, using AEPA established discounts and including the two percent (2%) administrative fee in the quoted price. The administrative fee shall be based upon the total cost of goods and/or services including installation costs. The administrative fee shall not be listed as a separate line item on the quote. When a member decides to purchase through the CA4I-AEPA contract, the member issues the purchase order directly to the vendor. The purchase order must include the total invoiced cost, based on
 - i. The total cost of goods, service, and installation, including the 2% administrative fee.
 - ii. Notification will be made to the vendor in the event the purchase order is not in compliance with the contract and adjustments will be made at that time. CA4I and the Vendor will mutually resolve any issues concerning past purchases. The purchase orders are to continue to be processed and viewed as approved unless notified by CA4I otherwise. All sales and transactions may continue without delay or in anticipation of the CPC purchase order verification.
 - iii. Once all the items and services on the purchase order have been delivered to the member completely and satisfactorily, the Vendor then files a copy of the final invoice, which is available to CA4I by request in support of the quarterly sales summary.
 - iv. The Vendor makes all deliveries and installations of products and services. CA4I does not warehouse items or provide installation services.
 - v. This administrative fee is to be paid by the vendor to CA4I, quarterly, within 20 working days after the end of each fiscal quarter. The AEPA vendor shall also submit to CA4I a sales report, in Excel format, listing the following information:
 1. Name of purchasing agency
 2. Address of purchasing agency (city, state, zip code)
 3. Date of purchase
 4. Invoice number
 5. Amount of purchase
 6. Administrative fee generated by sale
 7. Savings generated by sale

This report shall include all sales made and payments received by the vendor in the said quarter. The sales report shall be emailed to Fred Payne, fred.payne@ca4i.org

24. **TexBuy, a Cooperative Purchasing Shared Services Cooperative Sponsored by the Region 16 Education Service Center**

A. **Additional Terms and Conditions**

- (1) **TexBuy funding:** The total cost of the TexBuy program is funded through a participation fee up to two percent (2%) paid to TexBuy by the Vendors. This fee shall be included in all pricing to TexBuy and its participating agencies. The fee is based on actual Vendor sales. TexBuy does not charge any fees to participating government agencies.
- (2) **Tax exempt status:** All government agencies participating in TexBuy are exempt from payment of taxes under Texas Tax Code §151.309 for the purchase of tangible personal property.
- (3) **Minority and Women Business Enterprise (MWBE) participation:** It is the policy of some TexBuy participants to involve MWBE Vendors in the purchase of goods and services. Vendors shall indicate on the proposal form whether or not they are an MWBE.
- (4) **School District awards** shall not consider whether a Vendor is a member of or has another relationship with any organization and bid specifications (and subsequent contracts) shall not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization in accordance with Texas Education Code §44.043.
- (5) **Felony Conviction Notice** (TexBuy Vendors will be required to sign a standard form required by the State of Texas): Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." This notice is not required of a publicly held corporation.
- (6) **Criminal History and Background Checks**, in accordance with Texas Education Code Chapter 22, Subchapter C, shall be required should any employee or agent of an awarded Vendor a bid have "continuing duties related to the contracted services" with a school district and that employee or agent will have "direct contact with students" (as those terms are defined in 19 Texas Administrative Code §153.1101). Vendor shall provide all necessary information to the school district in order for the school district to perform a criminal history and background check, when applicable. For additional information regarding the process, see <https://tea.texas.gov/texas-educators/investigations/fingerprinting/requirements-for-school-district-contractors>.
- (7) **Debarment and Suspension:** Under Executive Order 12549 in the Federal Register and Rules and Regulations, TexBuy and TexBuy participants shall not do business with a Vendor that has been debarred, suspended, or is otherwise ineligible for participation in federal assistance programs.
- (8) **Conflict of Interest:** In accordance with Texas Local Government Code Chapter 176, vendors/Vendors who have a business relationship as defined by Section 176.001(1-a) with a local government entity and meet the requirements under section 176.006(a) must file a Conflict of Interest Questionnaire (Form CIQ) with the local government entity when:
 - (a.) The Vendor has entered into a contract with the local government entity or the local government entity is considering entering into a contract with the Vendor.
 - (b.) AND the Vendor provides certain income or gifts to a Local Government Officer (LGO) or first-degree family members as defined in the Texas Government Code
 - (c.) OR a family relationship exists between the LGO and the Vendor's employees or agents as defined in the Texas Government Code, chapter 176. A sample Form CIQ is available here <https://www.ethics.state.tx.us/forms/conflict/>.
- (9) **EDGAR Certification Form (Education Department General Administrative Regulations):** In accordance with Federal Regulations under 2 CFR § 200.318(c)(1) – When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (also known as the "Uniform Guidance" or "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding the Vendor's willingness and ability to comply with certain requirements which may be applicable to specific TexBuy member purchases using federal funds. This completed form will be made available to TexBuy members for their use while considering their purchasing options when using federal funds. Members may also require Vendors to enter into ancillary agreements, in addition to the TexBuy's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

- (10) **Antitrust Certification:** In accordance with Texas Government Code 2155.005, the state or a state agency shall not enter into contract with a Vendor that has violated any provision of the Texas Antitrust laws referenced in Texas Business & Commerce Code Chapter 15 or any federal antitrust laws.
- (11) **Commitment of Current Revenues Only:** any contract resulting from an award shall be a commitment of current revenue only and shall allow the participating governmental agency the continuing right to terminate at the expiration of each budget period during the term of the contract, shall be conditioned on a best efforts attempt by the agency's governing body to obtain and appropriate funds for payment of the contract, or shall contain both the continuing right to terminate and the best efforts conditions. Texas Local Government Code 271.903.
- (12) **Pursuant to Texas Government Code Chapter 2271**, as amended, if any proposed contract is valued at \$100,000 or more and if the Vendor has at least ten (10) full time employees, then Vendor, by its submission of a proposal represents and warrants that Vendor does not boycott Israel and will not boycott Israel during the term of any applicable agreement. This section does not apply to a sole proprietorship.
- (13) **Pursuant to Texas Government Code Chapters 2274 and 809**, if any proposed contract is valued at \$100,000 or more and if Vendor has at least ten (10) full-time employees, then Vendor, by its submission of a proposal represents and warrants that Vendor does not boycott energy companies and will not boycott energy companies during the term of any applicable agreement. This provision does not apply to sole proprietorships.
- (14) **Pursuant to Texas Government Code Chapter 2274**, if any proposed contract is valued at \$100,000 or more and if Vendor has at least ten (10) full-time employees, then Vendor, by its submission of a proposal represents and warrants that Vendor does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of any applicable agreement. This provision does not apply to sole proprietorships.
- (15) Vendor verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If vendor has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void any resulting agreement.
- (16) The requirements of Subchapter J, Chapter 552, Government Code, may apply to a resulting contract and the Vendor agrees that the contract can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Therefore, if the value of the contract is One Million Dollars (\$1,000,000.00) or more, the Vendor agrees to : (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the participating agency for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (a) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the Vendor; or (b) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.
- (17) **Certificate of Interested Parties:** Pursuant to [Section 2252.908 of the Government Code](#), a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million, or (3) is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code. Information regarding the Certificate and online filing process is available at <https://www.ethics.state.tx.us/filinginfo/1295/>.
- (18) **State of Texas Franchise Tax:** By signing the proposal, the Vendor certifies that the Vendor is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Texas Tax Code.
- (19) **Agricultural products**, including textiles and other similar products, are not to be made available to Texas school districts through the agreement, unless such products produced, processed, or grown in the state of Texas are given a preference in accordance with Texas Education Code §44.042.
- (20) **Recycled Materials:** a participating governmental entity shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality and the average price of the product is not more than ten percent greater than the price of comparable nonrecycled products. Preferences will be applied in accordance with state procurement statutes and rules. 30 Texas Administrative Code 328.203

(1)

B. Additional Agency Terms and Conditions for Construction Products and Services as required by law in the State of Texas:

- (1) **Certification of Residency (TexBuy Contractors will be required to sign a standard form it required by the State of Texas):** Texas Government Code Chapter 2252, Subchapter A requires TexBuy to determine the residency of its contractors. In part, this law reads as follows:
 - (a.) **Section: 2252.001**
 "Non-resident bidder" refers to a person who is not a resident. "Resident bidder" refers to a person whose

principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.”

(b.) **Section: 2252.002**

“A governmental entity may not award a governmental contract to a non-resident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.”

(2) **Miscellaneous**

- (a.) **Performance Bonds** when required by Texas , Government Code Chapter 2253, shall be furnished by the successful contractor in an amount equal to one hundred percent (100%) of the total amount of the contract, underwritten by such surety company as the participating agency may approve, conditioned upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. Said bond shall be solely for the protection of the participating agency.
- (b.) **Payment Bonds** when required by Texas Government Code Chapter 2253, shall be furnished by the successful contractor, in the amount of the contract, solely for the protection of all claimants supplying labor and material as r defined, in the prosecution of the work provided in said contract, for the use of each claimant.
- (c.) **No less than the Prevailing Wage** rates must be paid to any contractors or subcontractors or their employees or agents in performing any work under the awarded contract. Texas Government Code Chapter 2258. The prevailing wage rates are determined by the participating agency. If federal funds are used, the prevailing wage rate will be as determined by the U.S. Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.
- (d.) **Criminal History Background Checks** in accordance with Texas Education Code §22.0834 and 22.08341 shall be required should any employee or agent of a contractor awarded a bid have “continuing duties related to the contracted services” with a school district and that employee or agent will have “direct contact with students” (as those terms are defined in 19 Texas Administrative Code 153.1101). Contractor shall provide all necessary information to the school district in order for the school district to perform a criminal history and background check, when applicable. For additional information regarding the process, see <https://tea.texas.gov/texas-educators/investigations/fingerprinting/requirements-for-school-district-contractors>.
- (e.) **Architect/Engineers:** No architectural or engineering services shall be procured by TexBuy on behalf of any Texas governmental entities, see Texas Government Code 791.011(h). A Texas school district may not enter into a contract to purchase construction-related goods or services through TexBuy in an amount greater than \$50,000 unless a person designated by the school district certifies in writing that: 1. The project for which the construction-related goods or services are being procured does not require the preparation of plans and specifications under Texas Occupation Code Chapter 1001 or 1051; or 2. The plans and specifications required under Texas Occupation Code Chapters 1001 and 1051 have been prepared.
- (f.) By submitting a proposal, the Vendor certifies as follows: under Section 231.006 of the Texas Family Code, the Contractor certifies that the individual or business entity named in the Contract is not ineligible to receive the specified payments and acknowledges that this Contract may be terminated and payment withheld in this certification is inaccurate.

(3) **Insurance:** The contractor shall file with the Participating Agency’s designee, Insurance Certificates, as described herein, evidencing the minimum coverage required below or the minimum coverage required by the Participating Agency, and shall be supplied within ten (10) calendar days after receipt of the written “Notice of Award”. In no instance shall the contractor begin work prior to the filing of the insurance requirements. Failure to do so shall be grounds to void the contract. The Participating Agency’s designee shall be given ten (10) days notice prior to the cancellation or change of any of the required insurance coverage. The Participating Agency shall be named as Certificate Holder.

- (a.) **Contractor’s Liability Insurance:** Produce and maintain in force the following kinds of insurance by companies licensed to do business in Texas and acceptable to the Participating Agency. Minimum Limits of Liability are stated.

Contractor’s Liability Insurance:

Employer’s Insurance Workers’ Compensation—Statutory Employer’s Liability

Bodily Injury by Accident Each Occurrence—\$100,000.00

Bodily Injury by Disease Each Employee—\$100,000.00

Policy Limit—\$500,000.00

Commercial General Liability -Combined Limits of Bodily and Personal Injury and Property Damage:

Each Occurrence—\$500,000.00
General Aggregate—\$500,000.00

Automobile Liability - Including non-ownership, hired and owned vehicle coverage:

Bodily Damage Each Person—\$250,000.00
Each Occurrence—\$500,000.00
Property Damage Each Occurrence—\$250,000.00

All Risk Builders Risk against the perils of fire, lightning, windstorm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, vandalism, malicious mischief, and all other perils in the amount one hundred percent (100%) of the value of the improvements including transit and materials stored off site.

(b.) Umbrella or Excess Liability: excess over the above liability policies in the amount of \$2,000,000.00 each occurrence/aggregate. (Combined Limit)

(c.) Workers' Compensation Insurance Coverage.

.1 Definitions:

1.1 Certificate of coverage ("Certificate"). A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form -81, DWC Form -82, DWC Form -83, or DWC Form -84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.

1.2 Duration of the Project. Includes the time from the beginning of the work on the Project until the Contractor's work on the Project has been completed and accepted by the Owner.

1.3 Persons providing services on the Project ("subcontractor" in Texas Labor Code §406.096). Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracts directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

.2 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.

.3 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.

.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

.5 The Contractor shall obtain from each person providing Services on a Project, and provide to the Owner:
5.1 a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
5.2 no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

.6 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.

.7 The Contractor shall notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

.8 The Contractor shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

.9 The Contractor shall contractually require each person with whom it contracts to provide services on a Project, to:

9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;

9.2 provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project,

for the duration of the Project;

9.3 provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

9.4 obtain from each other person with whom it contracts, and provide to the Contractor:

(a) a certificate of coverage, prior to the other person beginning work on the Project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

9.5 retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;

9.6 notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

9.7 contractually require each person with whom it contracts, to perform as required by Subparagraphs .9.1 - .9.7 with the certificates of coverage to be provided to the person for whom they are providing services.

.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Department of Insurance, Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. [28 Texas Administrative Code §110.110(c)(7)]

C. Procedure for Processing Orders

(1) Purchase orders are issued by participating agencies to the Contractor.

(2) "Automated contracts" may be negotiated with TexBuy that provide for purchase orders to be sent directly to the Contractor with reports of usage submitted periodically to TexBuy.

(3) Contractors deliver goods/services directly to the participating agency and then invoice the participating agency. The Contractor receives payment directly from the participating agency.

(4) TexBuy shall receive quarterly reports from the Contractor reflecting total sales made through the TexBuy contract with the Contractor. The Contractor shall remit payment of their participation fee up to two percent (2%) to TexBuy at net thirty-day (30) terms.

D. Members Purchasing Under the Agency

TexBuy is operated by Region 16 Education Service Center, located in Amarillo, Texas and is available for use by all public and private schools, colleges, universities, cities, counties and other government agencies in the State of Texas.

25. Virginia, Fairfax County Public Schools

Additional Agency Terms and Conditions that apply to all categories

AUTHORITY-The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned Buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

NOTE: Fairfax County does not discriminate against faith-based organizations, in accordance with the *Code of Virginia*, § 2.2-4343.1, or against a Bidder or Bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

GENERAL

1. DEFINITIONS-

AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

BIDDER/BIDDER: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "Bidder" will be used throughout this document and shall be construed to mean "Bidder" where appropriate.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

COUNTY: County of Fairfax.

GOODS: All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

SERVICES: Any work performed by an independent Contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

STATE: Commonwealth of Virginia.

2. FUNDING-A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.

3. CONTRACT ALTERATIONS-No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.

4. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS-It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.

5. NEW GOODS, FRESH STOCK-All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

6. INSPECTION-ACCEPTANCE-For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.

DELIVERY/SERVICE FAILURES-Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

7. GUARANTEES & WARRANTIES-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

8. INSPECTIONS-Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear

the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

9. **POINT OF DESTINATION**-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.
10. **ADDITIONAL CHARGES**-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.
11. **TERMINATION OF CONTRACTS**-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
 - a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
 - b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of 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. 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) – No changes

A. KCDA Additional General Terms and Conditions

General Intent: KCDA may participate in all or any part of the goods and services listed in this IFB, upon completion of contracts currently in effect, whichever is deemed in the best interest of KCDA members. KCDA cannot be restricted by the successful bidder from choosing which parts of these contracts to use.

Both the Contractor and KCDA member using this Contract agree that it is the member's responsibility to perform due diligence as to the legality of their usage of this contract. In this regard, KCDA suggests that, at a minimum, Contractor and member considering such usage consult with their legal counsel before doing so.

Advertising/Marketing:

KCDA requires all vendors to develop a marketing program to include printed, web-based, e-mail, telemarketing and other methods approved by KCDA.

All promotional marketing materials must have the prior approval of KCDA before distribution and must include the KCDA logo and other contract information.

KCDA staff will work jointly with all vendors and their representatives to market the AEPA contracts to KCDA members and prospective members. Vendors may be requested to make joint presentations to KCDA or its members in either a one to one or a group setting. Some group presentations may be done in conjunction with other vendors.

Displaying exhibits at various statewide conferences are encouraged. Contractor agrees to make available KCDA supplied brochures or other promotional materials at these events. Contractor will provide KCDA with scheduled exhibit dates in advance.

Contractor agrees to insert the approved KCDA logo, web address and contact information on the Contractor's website promoting and providing a link to the KCDA website. Contractor will also provide KCDA with text, links and logos to be posted on the KCDA website.

Assignment:

Contractor shall not subcontract, assign, transfer, convey, sublet or otherwise dispose of contractual duties to any other person, firm or corporation without the previous written consent of KCDA and any member that has an outstanding open purchase order or financing arrangement. In no case shall such assignment of Contract relieve the Contractor from obligations or change the terms of the Contract.

Cancellation/Default/Termination:

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

- The Contractor fails to adequately perform the services set forth in the contract
- The Contractor fails to make progress in the performance of the contract and/or gives KCDA reason to believe the Contractor will not or cannot perform to the requirements of the contract
- The Contractor fails to observe any of the terms and conditions of the contract
- The Contractor fails to pay any applicable administrative fees.
- The Contractor fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by KCDA.

If the contract is to be terminated, KCDA shall do the following:

- Step 1 – Issue a warning Letter of Concern outlining the violations and length of time to correct the problem(s). Upon receipt of the letter, the Contractor shall have ten (10) business days to provide a satisfactory response to KCDA. Failure on the part of the Contractor to address adequately all issues of concern may result in contract cancellation.
- Step 2 – Issue a letter of intent to cancel the contract if the problems(s) are not resolved by the date specified.
- Step 3 – Issue a letter to terminate the contract.

Compliance with Laws

In addition to any requirements set forth herein, vendor shall comply with all applicable state, federal and local laws, rules, regulations and ordinances.

Contract Amendments:

KCDA reserves the right to amend the contract resulting from state law changes or internal boilerplate changes due to state law changes. Contractors/Vendors will be sent written notification of the changes.

Employees who have been Convicted of Crimes against Children:

The Contractor, or any subcontractors, shall not utilize any employee at a school site or allow any contact between school children and any employee when an employee has plead guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 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. Order Procedure

After entering into an agreement with KCDA, KCDA will confirm the directions for placement of orders with the Contractor, and will post directions on the KCDA website for both Contractor and members. These directions will also be posted on each awarded Contractors/Vendors website.

- Once the award is made to the Contractor, KCDA will inform members of the contract.
- At this point the Contractor may directly contact members or the member may contact the Contractor.
- A list of members, addresses and phone numbers is available to the Contractor upon request.
- Before a Contractor may enter into business with a KCDA member, they need to verify membership through the KCDA website, which can be viewed under Membership.

Invoicing/Reporting

- KCDA will contact Contractors/Vendors about invoicing procedures.
- KCDA is funded through a service fee paid to KCDA by the participating Contractors/Vendors. The service fee percentage is based upon the total sale of goods and services, including installation, if applicable. This fee shall be reflected in all price quotations under the KCDA agreement. The service fee will be **2%**. Do not print the service fee as a separate line item on the quotation.
- The Contractor will compile an electronic quarterly report listing each purchase made by participating members. Within 30 days after each quarterly period the report will be sent to the e-mail address of the KCDA Purchasing Director, Thomas Kim at tkim@kcda.org and CFO, Yohan Lee at ylee@kcda.org
- These reports shall be in Microsoft Excel format and shall have file names that identify the Contractor and the quarterly period being reported. They shall include the following fields and allow for sorting on any of the fields: Date of order, name of member, item purchased, quantity, unit price, extended price, member PO #, Contractor order number.
- KCDA reserves the right to change the contact name of existing KCDA personnel administering the contract. If there are personnel changes, reports and payments will be sent to the new contact(s) specified.

C. Agencies Allowed to Purchase under KCDA

King County Director's Association (KCDA) is a member owned purchasing cooperative representing 295 Washington State school districts. In addition, KCDA provides purchasing and procurement services for more than 1,200 public agencies and political subdivisions in Washington and other states, including but not limited to Alaska, Idaho, and Montana. KCDA also provides purchasing services for accredited private K-12 schools in Washington State.

A listing of all KCDA members is available on the KCDA website, www.kcda.org.

D. KCDA Additional Terms & Conditions for Construction Products and Services

Contractor agrees that, in performance of the services required under this agreement, Contractor shall abide by all federal, state, local and Washington law and regulations that may apply to construction and public works. It is the responsibility of the Contractor to determine applicability and requirements of any such laws and to abide by them.

a) Public Works:

State of Washington statute requires workers be paid **prevailing wages** when employed on **public works** projects and on public building service maintenance contracts. (RCW 39.04.010, RCW 39.12.010 and 020) It is the contractor's responsibility to be acquainted with and comply with State regulations regarding payment of prevailing wages on public works projects. Prevailing Wages are established by the Washington State Department of Labor and Industries and can be obtained on the web at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp> or by contacting Labor and Industries at 360-902-5335. A copy may also be requested from KCDA. KCDA serves all counties in Washington State. The County in which the project is located will be identified once a member initiates a request for the service, and the effective wage rate to be applied to a specific project is to be based on the date of this bid during the original contract term, and if contract extensions are granted, the prevailing wage rate in affect at the time of the latest extension.

Application: The Public Works Act regulates wages paid to workers, laborers and mechanics performing public work. It does not apply to work that is clerical, executive administrative or professional in nature. It does not apply to work of a secretary, engineer, or administrator, unless they are performing construction work, alteration work, repair work, etc. Prevailing wage application depends on the work that is performed, regardless of the worker's job title. (RCW 39.12.020 and WAC 296-128-510 through 530)

Definition:

Public Works is all work, construction, alteration, repair or improvement that is executed at the cost of the state or any other local public agency. This includes, but is not limited to, demolition, remodeling, renovation, road construction, building construction, ferry construction and utilities construction. (RCW 39.04.010)

Public Building Service Maintenance Contracts: Prevailing wages are also required on all public building service maintenance (janitorial) contracts. (RCW 39.12.020)

Contractors bidding a Public Works project exceeding \$1,000,000.00 must declare who their HVAC, Mechanical and Electrical subcontractors will be within one hour of bid submission and the listing of structural installation and rebar installation subcontractors within 48 hours of bid submission, and submit this information with bid documents in order for the bid to be responsive. (RCW 39.30.060).

Apprentice Utilization Requirements (AURs)

Public works projects should conduct a 15% apprentice utilization requirement if the project belongs to any of below,

- State public works estimated to cost \$1 million dollars or more;
- Department of Transportation projects estimated to cost \$2 million or more;
- All school district public works projects estimated to cost \$1 million or more; and
- All public works by a state four-year institution of higher learning estimated to cost \$1 million or more.

And one of three requirements should happen on a project:

- The project meets the 15% AUR;
- The project does not meet the 15% AUR, however the awarding agency approves a good faith effort; or
- The monetary penalty written in the contract is assessed.

Good faith efforts are for the entirety of a project, not a single occupation unless there happens to be only one apprenticeable occupation on the project. Therefore, the prime contractor cannot only consider their occupation(s) when requesting a good faith effort and leave out the occupations and workforce used by subcontractors.

Within existing resources, awarding agencies are responsible for monitoring apprenticeship utilization hours by contractor. There must be a specific line item in the contract specifying that apprenticeship utilization goals should be met, monetary incentives for meeting the goals, monetary penalties for not meeting the goals, and an expected cost value to be included in the bid associated with meeting the goals. The awarding agency must report the apprenticeship utilization by contractor and subcontractor to the supervisor of apprenticeship at the department of labor and industries by final project acceptance. The electronic reporting system that is being developed by the department of labor and industries may be used for either or both monitoring and reporting apprenticeship utilization hours.

Refer to RCW 39.04.320, which covers apprentice utilization on public works projects for detailed information.

Reciprocity: In accordance with RCW 39.04.380 any bidding process for public works in which a bid is received from a nonresident contractor from a state that provides a percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor. This does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280 or other procurement exempt from competitive bidding.

b) Prevailing Wage:

Definition: Prevailing Wage is the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers and mechanics. The rate is established by the Department of Labor and Industries for each trade and occupation employed in the performance of public work. **If Federal funds are used, bidders must comply with provisions of Davis-Bacon Act.**

Basic procedures: A Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid must be filed and approved for the contractor and all subcontractors. No payments can be made until all contractors/subs have submitted an approved intent form. KCDA cannot release retainage until all Contractors have an approved Affidavit of Wages Paid form certified by the Industrial Statistician. (RCW 39.12.030, 040, 042) Once the work is successfully completed, KCDA will release 95% of the project cost and withhold 5% retainage for 45 days as dictated by law. The final 5% will be paid when the following is completed: Receipt of approved Affidavit of Wages Paid Forms, Releases from Washington State Department of Labor & Industries, Employment Security Department and the Department of Revenue, and acceptance of project completion to the satisfaction of the KCDA ordering member. **The cost of filing required Intents and Affidavits is the responsibility of the Contractor, and may not be added as a line item charged to the member agency. All Intents and Affidavits must name the agency for whom work is being performed as the contract award agency, not KCDA.**

Federally Funded Projects: In addition to the Federal Requirements of Section III, Housing and Urban Development (HUD) Terms and Conditions, **Davis-Bacon** prevailing wage requirements apply to public works construction contracts of \$2,000 or more when a project includes any federal funding of any amount. When there is a difference between applicable state and federal prevailing wages for a particular classification of labor, contractors and subcontractors are required to pay the higher of the two prevailing wages. Applicable federal prevailing wage determinations can be found at <http://www.wdol.gov/>. Contractors/Subcontractors must be knowledgeable and adhere to all federal prevailing wage requirements, including but not limited to paying workers weekly and providing certified weekly payrolls for the contractor and subcontractors of any tier as required in the Davis-Bacon Act and applicable U.S. Department of Labor regulations. Falsification of any prevailing wage payroll records may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 231 of Title 31 of the United States Code. Contractor shall inform all subcontractors of the Davis-Bacon requirements and the prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses. Contractor must coordinate all requirements related to federal funded projects with the KCDA member Agency.

c) Responsible Bidder

Before award, the bidder must meet the following state responsibility criteria and, if applicable, supplemental responsibility criteria to be considered a responsible bidder. The bidder is required to submit documentation demonstrating compliance with the criteria.

Low Responsible Bidder

A. State Responsibility Criteria. The Bidder must meet the following state responsibility criteria:

1. At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
2. Have a current Washington State Unified Business Identifier (UBI) number.
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
4. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
 - b. Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
 - c. Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW.
5. New bidder requirement. Certify that within the three-year period immediately preceding the bid solicitation date:

- a. The bidder is not a “willfull” violator, as defined in RCW 49.48.082, or any provision of chapter 49-46, 49.48 or 49.52 RCW.
 - b. As determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgement entered by a court of limited or general jurisdiction.
 - c. As of July 1, 2019, WA Labor and Industries has required all businesses to have public works training before bidding and/or performing work on public works projects. This training requirement has been added to the responsible bidder criteria in [RCW 39.04.350](#) and [RCW 39.06.020](#). Awarding agencies are required to verify all contractors submitting bids meet this requirement before awarding the contract.
6. At the time of bid submittal, provide signed sworn statement in accordance with RCW 9A.72.085 verifying under penalty or perjury that the bidder is in compliance with the new responsible bidder criteria requirement.
7. Supplemental Bidder Responsibility Criteria. If supplemental criteria apply to this project, the criteria are included as “Exhibit A.” The Bidder may make a written request to modify any or all of the supplemental criteria. Modification of supplemental criteria shall be at KCDA’s discretion. Any modifications to the supplemental criteria shall be made by addenda prior to bid opening.

Subcontractor Responsibility

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

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

Payment & Performance Bond:

The prime Contractor shall provide a Performance and Payment Bond at 100% of the contract price to the KCDA member with a copy to KCDA before work begins. The only exception is for contracts of one hundred fifty thousand (\$150,000) dollars or less. In this instance, at the option of the Contractor, the member may in lieu of the bond retain ten percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue, Employment Security Department, and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later. The bond shall be issued by a surety company authorized to do business in the State of Washington and shall be on standard forms used for public projects (RCW 39.08.010) and as directed by the KCDA member.

Performance and Payment bonds for KCDA members outside Washington must be provided by companies licensed to provide bonds for public entities in the member’s state.

Licenses

The prime contractor shall possess and maintain in current status all federal, state, and local licenses, bonds, and permits required for the performance and delivery of any and all products and services offered in its response to the bid solicitation. Before submitting a bid, Bidders must hold a current, valid contractor’s license as required in Washington. The contractor’s license must be in the name of the legal entity submitting and signing the bid. A Bidder may not substitute a contractor’s license held by a subcontractor or joint venture. Bidders submitting bids in Washington State without a valid contractor’s license in the name of the Bidder are in violation of RCW 18.27.020.

It is the responsibility of the prime contractor to ensure any subcontractors performing under this contract hold and maintain appropriate licenses.

KCDA reserves the right to request copies of licenses at any time during the contract. Copies of licenses, upon request, must be submitted to the member prior to performing the work. The Contractor agrees to keep and ensure

subcontractors keep any required license, permit or bond current and in compliance with Washington rules, regulations, and statutes, as well as in states outside Washington in which contractor performs work under this contract. For work performed for any Washington State school district, public agency or municipality, the Contractor must comply with the bidder responsibility requirements of RCW 39.04.350 prior to the KCDA member awarding a contract. The contractor must verify the responsibility of all subcontractors used in accordance with RCW 39.06.020.

- d) **Permits:** The acquisition of all permits as well as any drawings needed to obtain those permits is the responsibility of the successful Contractor/Bidder.
- e) **Certificate of Insurance:** A certificate of insurance demonstrating current coverage of the types and amounts of insurance required by KCDA and the KCDA member must be provided to the KCDA member prior to performance of any work. In addition, the Commercial General Liability policies must be endorsed to name KCDA and the KCDA member as additional insureds. Such policies must be further endorsed to provide that the insurance is primary as respects KCDA and the KCDA member, and that any other insurance maintained by KCDA and the KCDA member shall be excess and not contributing insurance with the Contractor's insurance. These endorsements must be provided along with the certificate of insurance. The KCDA member must both approve the certificate of insurance and endorsements.
- f) **Acceptable Pricing Method:**
KCDA is unable to accept Alternative Costing Method quotations except in certain limited instances, (i.e. sole source) in which KCDA and Vendor may mutually determine the Alternative Costing Method is acceptable. This will be the exception rather than the rule. RS Means or line item bid pricing is acceptable.

g) Progress Payments:

The Contractor shall be paid, upon submission of a proper Payment Request, the prices stipulated herein for work performed (less deductions, if any), in accordance with all payment and retainage instructions herein. Submitted Payment Requests must contain the following minimum information:

- a. Contract Number
- b. Bid item ID, bid quantity, unit, unit price and description as appropriate
- c. Sales Tax as applicable

The Payment Request will be reviewed by the Member before payment is made. If the Member is in disagreement with the Payment Request, KCDA will issue a notice requesting a revised Payment Request.

KCDA, at its discretion, reserves the right to withhold payment on a given project, pending receipt of payment from the customer.

In accordance with RCW 51.12.050, KCDA reserves the right to deduct from the payment any outstanding industrial insurance premiums owed by the Contractor or Subcontractors.

h) Payment Retainage:

In accordance with RCW 60.28 contract retainage [*not to exceed five percent of the moneys earned by the contractor toward completion of a public improvement contract*] shall be withheld and reserved in one of two ways:

- a. As a trust fund for the protection and payment of 1) the claims of any person arising under the contract, and 2) the state with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from such contractor. Upon completion of a contract, the member agency shall notify the Department of Revenue, the Employment Security Department, and the Department of Labor and Industries of the completion of contracts over one hundred fifty thousand dollars. KCDA will issue payment on the retainage amount forty-five days after notice from the KCDA Member Agency that the contract has been accepted as complete **or** upon receipt of all necessary releases, whichever is later.
- b. Option of providing retainage bond for the full amount of the retainage (5% of the contract amount with a performance bond). This bond is separate from the performance bond under RCW 39.08.10. Providing a retainage bond means no retainage is withheld. If you choose to provide a retainage bond a copy of the bond must be submitted.

i) FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control **or** responsibility of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; industry-wide labor disputes; civil disorders; fire; flood; snow; earthquakes;

tornadoes or violent winds; hail storms; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control or responsibility of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. The party receiving the notice of force majeure may contest the declaration of a force majeure. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, internal labor disputes, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

27. West Virginia, West Virginia Cooperative Purchasing

A. General Terms and Conditions that apply for all Categories:

1. **Compliance with Laws/Forum Designation**

Contractor shall comply with Federal, State, and Local Laws, Codes and Regulations while fulfilling the contract. It is the Contractor's responsibility to be aware of and comply with all state and local laws governing this procurement. Applicable laws, codes, and regulations (etc.) must be followed even if not specifically identified herein. The terms of the Agreement Addendum which is attached hereto and incorporated herein shall govern and supersede any contract terms to the contrary with respect to each procurement. Contractor shall verify to Mountain State ESC, its Member Agencies and other qualifying purchasers that the Contractor is complying with all Federal, State and Local Laws, Codes and Regulations while fulfilling the contract, and shall provide a copy of this contract and any addenda to each Member Agency when providing a price quotation. Moreover, this contract shall be governed by and construed in accordance with the laws of the State of West Virginia without giving effect to its principles of conflict of law. Legal proceedings arising under this contract shall be brought in a West Virginia Court of the County where the Member Agency's main office is located.

2. Delinquent Tax Affidavit

Contractor shall provide an affidavit relating to delinquent taxes as may be required by West Virginia State Code §11-12-10.

3. Secretary of State Registration

Contractor shall meet and maintain all registration requirements as necessary to conduct business in the State of West Virginia, including but not limited to registration with the West Virginia Secretary of State.

4. West Virginia Workers Compensation Insurance

Contractor, and any subcontractors hired by Contractor shall, at their own expense, maintain in force for the duration of the project workers' compensation and employer's liability insurance as required by the laws of the State of West Virginia.

5. Project Personnel, Student Safety and Background Checks

Member Agency shall have the right to reject the participation of any personnel of Contractor in the performance of the services if, in relation to the work assigned to them, the Member Agency deems such personnel to lack the skill, experience and expertise required to perform the services or if Member Agency considers their performance to be substandard or otherwise detrimental to the proper completion of the services. Contractor will advise Member Agency promptly of any change in the project manager or other key personnel assigned to the performance of the services.

Contractor acknowledges that the safety of the Member Agency's students, employees, officials and guests is of the utmost importance. Contractor will endeavor to ensure that its officers, employees, agents, representatives, and consultants will take no action that would jeopardize the safety of the Member Agency's students, employees, officials, or guests. The Member Agency reserves the right to require Contractor's officers, employees, agents, representatives and consultants to wear identification and stay in designated work areas at all times while on the Member Agency's property. The Member Agency shall have the right to effect the immediate removal of any person associated in any way with Contractor from Member Agency property for failure to wear identification, for being outside a designated work Contractor shall perform or cause to be performed by the West Virginia State Police and Federal Bureau of Investigation criminal background check of any personnel that will be performing the services within the proximity of minors. Contractor shall notify the Member Agency of any proposed employee who has been convicted, pled guilty or pled "no contest" to a criminal offense, and the Member Agency reserves the right to reject the proposed employee with a criminal background. No person shall be employed by Contractor who has been found guilty of any of the criminal offenses enumerated in West Virginia State Code without prior approval of the Member Agency.

6. Independent Contractor

Contractor shall be an independent contractor and neither Contractor nor any of its subcontractors, nor the employees of any thereof, shall be deemed to be the servants, employees, or agents of Member Agency. Contractor shall be responsible for paying all costs related to its employees and managers performing the services. Contractor shall remain liable and responsible to Member Agency for all of its obligations under this contract, regardless of whether the services are performed by the Contractor or a subcontractor of any tier.

- 7. Ownership of Instruments of Service**
Drawings, data and other documents prepared by, or with the cooperation of, the Contractor pursuant to this contract shall become, upon payment of all undisputed compensation due the Contractor from the Member Agency, the property of the Member Agency. Such drawings, data or other documents may be used by the Member Agency or others employed by the Member Agency without compensation to the Contractor.
- 8. Audit**
Member Agency may audit and inspect Contractor's records and accounts at any time during the Contractor's performance of the services and for a period of two (2) years following the completion or termination of the services for the purpose of verifying any invoice and underlying documentation presented by Contractor, it being understood that Contractor agrees to preserve all such documents through such two- (2) year period.
- 9. Notices**
Unless otherwise expressly provided in this contract, all notices and other communications given under the contract shall be in writing and shall be deemed effective upon receipt by the addressee at its address as set forth in the contract or at such other address as such party shall have notified the other in writing.
- 10. Non-Appropriation and Other Contract Terms Applicable to Member Agencies as Political Subdivisions of the State**
If the Member Agency fails to appropriate sufficient monies in any fiscal year for payments due under the contract and other funds are not available for such payments, then a "Non-Appropriation" shall be deemed to have occurred. If a Non-Appropriation occurs, then Member Agency will give Contractor prompt notice of such Non-Appropriation. This contract shall thereupon terminate without penalty or expense to the Member Agency other than for goods and services already provided.
- 11. No Personal Liability**
It is understood and agreed that under no circumstances will the Member Agency's board members, regional council members, officers, employees, or agents be personally liable for any obligations or claims arising out of or related to the contract.
- 12. Price Quotation**
Contractors must quote to a Member Agency the pricing listed in the current contract awarded by the Association of Educational Purchasing Agencies. Vendor will follow the procedures for price reductions to AEPA Member Agencies and Participating Entities set forth in the AEPA general terms area, and conditions. The price quotation must be submitted to a Member Agency and Participating Entity in writing, and any other expenses that the Contractors intend to charge a Member Agency or Participating Entity must be separately itemized on the quotation page in bold font with a good faith estimate of the dollar amount of each item, such as use tax if applicable. The failure to list an item or include a good faith estimate of the dollar amount on the quotation page will preclude a Contractor from charging the same.
- 13. Jobs Act**
As the unemployment rate in the State of West Virginia is significantly higher than most other states, the West Virginia Legislature enacted the West Virginia Jobs Act, which deems it necessary for those employers contracted to perform construction work on state funded public improvement projects, which equal or exceed \$500,000.00 in cost, to hire 75% of their workers from the local labor market. The local labor market is defined as including every county within the State of West Virginia as well as any county outside of West Virginia, if any portion of that county is within 50 miles of the state border.
- There are certain exclusions to this requirement, which includes an exemption for projects that contain any amount of federal funding as well as an allowance for out-of-state contractors to bring two (2) of their own employees from outside the local labor market to work on the project and still remain in compliance.
- 14. Miscellaneous**
Headings and titles of articles, paragraphs and other subparts of this contract are for convenience of reference only and shall not be considered in interpreting the text of this contract. This contract and any appendices constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto and all agreements or understandings with a Member Agency. No contract amendments can be made without the approval of the AEPA membership.
- B. Construction Products and Services:**
For construction improvements, the following shall apply:

1. The successful Contractor shall provide such bonds required by West Virginia State Code §38-2-39.
2. Contractor shall comply with all applicable licensing requirements, including those of the West Virginia Contractor Licensing Board pursuant to West Virginia State Code §21-11-3.

C. Procedures for Processing Orders:

The Mountain State ESC will keep informed its Member Agencies and other qualified purchasers of contract information via web site and through other marketing strategies. A list of Mountain State ESC Member Agencies along with addresses, phones, contacts, etc. will be made available to successful Contractors. After contracts are awarded, Contractors may contact the Mountain State ESC Member Agencies and other qualifying purchasers concerning their products and services.

Participating Member Agencies and other qualified purchasers will submit all purchase orders directly to the Contractor.

The Contractor price shall include a two percent (2%) administrative fee that the Contractor will collect from the Member Agency or other qualified purchaser. Administrative fees are to be remitted to the Mountain State ESC on April 15, July 15, October 15 and January 15 of every calendar year with checks payable to the Mountain State ESC, 501 22nd Street, Dunbar, WV 25064

The Contractor will compile a quarterly report showing all purchases made by the Mountain State ESC Member Agencies and other qualified purchasers under this contract at the conclusion of each calendar quarter. These reports shall be attached to the administrative fee remittance.

D. Agencies Allowed to Purchase under Member Agency:

All member cooperatives of the MOUNTAIN STATE ESC and their individual Member Agencies are eligible to participate and purchase from the awarded AEPA contracts. All West Virginia PK-12 school districts, including Career and Technical Education Centers, Regional Education Services Agencies, West Virginia Department of Education (WVDE) and all Institutional Education Programs operated by WVDE are eligible to participate and purchase from the awarded AEPA contracts. In addition, all colleges and universities, state, municipalities, counties, other governmental agencies and non-profit agencies are eligible to participate if the AEPA contracts satisfy their individual procurement requirements.

28. Wisconsin, Cooperative Educational Service Agency - CESA Purchasing

A. Additional Terms and Conditions

(Note: anything that is not already in Part A – General Terms and Conditions for AEPA) Terms and Conditions must be compliant with Wisconsin State Statutes 16.70 to 16.848

B. *Additional Participating Agency Terms and Conditions for Non-Construction Products and Services* Some larger districts, like Milwaukee Public Schools, may require an additional one page “piggyback” memorandum of understanding to utilize the contract.

C. Additional Participating Agency Terms and Conditions for Construction Related Products and Services
Construction contracts are subject to Wisconsin State Statutes 16.855 or 66.0901.

D. Procedure for Processing Orders

All districts directly process orders with the CESA Purchasing AEPA vendor partner unless otherwise arranged.

E. Members Purchasing Under CESA

CESA Purchasing membership is free. Membership is available to the following agencies based on WI State 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 under Cooperative Purchasing. Includes but not limited to News & Announcements, Public Calendar Events, Awarded Contracts, and Flyers.

2) Announcing the contract in its quarterly newsletter and other events completed with vendors which includes savings reports and rebates to members and users of NEW BOCES Cooperative Contracts.

3) Publish the Vendor information in a catalog disseminated to all members and marketing for new members.

4) Attend Annual Conferences for Trade Show product purposes of all contracts held by NEW BOCES. Including any other suggestions or support from Vendors. A list of members and other qualifying purchasers, addresses, and phone numbers will be made available to the Contracted Vendor.

4. **AEPA Member Agency (State) Forms**

An AEPA Member Agency (State) may have forms relating to this solicitation that require completion before an award is made by that AEPA Member Agency.

For this solicitation, New Jersey is the only AEPA Member Agency with required forms. The forms can be found on the following pages.

NEW JERSEY REQUIRED DOCUMENTS FOR GOODS AND SERVICES BIDS

BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

Pursuant to N.J.S.A. 52:32-44, all respondents shall submit prior to award of bid, a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. The ESCNJ requests that all respondents for this bid/proposal submit a current New Jersey Business Registration Certificate with the bid/proposal but no later than the bid award.

Goods and Services Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

1. The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
2. The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
3. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used.
4. The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400.

For more information on how to obtain a Business Registration Certificate, please visit the State of New Jersey, Department of Treasury, Division of Revenue and Enterprise Services website at:

<http://www.state.nj.us/treasury/revenue/busregcert.shtml>

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 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: 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 no later than time of award shall be cause for rejection of the bid or proposal.

POLITICAL CONTRIBUTIONS DISCLOSURE – AWARD OF CONTRACTS

Pursuant to N.J.A.C. 6A:23A-6.3 (a) (1-4) please note the following:

Award of Contract – Reportable Contributions – N.J.A.C. 6A:23A-6.3 (a) (1)

“No board of education will vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et. seq.) to a member of the board of education during the preceding one-year period.”

Contributions During Term of Contract – Prohibited – N.J.A.C. 6A:23A-6.3 (a) (2, 3)

“Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et. seq.) to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract.”

“When a business entity referred in 4.1(e) is a natural person, contribution by that person's spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.”

Chapter 271 Political Contribution Disclosure Form – Required – N.J.A.C. 6A:23A-6.3 (a) (4)

All respondents shall submit with their bid package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the district to determine whether the vendor is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a) (2) Award of Contract.

The Chapter 271 Political Contribution Disclosure form shall be submitted with the response to the bid/proposal or no later than ten (10) days prior to the award of contract. Failure to provide the completed and signed form shall be cause for disqualification of the bid/proposal.

POLITICAL CONTRIBUTION DISCLOSURE STATEMENT – PAY TO PLAY

Annual Disclosure

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the **New Jersey Election Law Enforcement Commission** pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 section 3) if the business entity receives contracts in excess of \$50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement Commission at 1-888-313-3532 or at www.elec.state.nj.us.

Chapter 271 Political Contribution Disclosure Form

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county,
 - of any legislative district which includes all or part of the county.

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

The ESCNJ has provided a Chapter 271 Political Contribution Disclosure Form within the specifications package for use by the business entity. The ESCNJ has also provided a list of agencies to assist the contractor. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

PREVAILING WAGES

Where applicable, all vendors must adhere to NJ State Prevailing Wage laws; All subcontractors named in this bid understand the requirements of the subcontractor to pay prevailing wages in full accordance with the law, where applicable.

STATEMENT OF OWNERSHIP N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

No business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. **Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.**

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is required.

AFFIRMATIVE ACTION QUESTIONNAIRE

1. Our company has a federal Affirmative Action Plan approval. Yes No

If yes, please attach a copy of the plan to this questionnaire.

2. Our company has a New Jersey State Certificate of Employee Information Report. Yes No

If yes, please attach a copy of the certificate to this questionnaire.

3. If you answered “**NO**” to both questions above, No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance:

https://www.nj.gov/treasury/contract_compliance/

- a. Click on “Employee Information Report”
- b. Complete and submit the form with the appropriate payment to:

Department of Treasury
Division of Purchase and Property
Contract Compliance and Audit Unit
EEO Monitoring P.O. Box 206
Trenton, New Jersey 08625-0206

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the ESCNJ prior to the execution or award of contract.

I certify that the above information is correct to the best of my knowledge.

Name of Company/Firm _____

Address _____

City, State, Zip _____

Name of Authorized Agent _____ Title _____

SIGNATURE _____ Date _____

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Educational Services Commission of New Jersey (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Company _____ Name _____

Signature _____ Title _____

Date: _____

ASSURANCE OF COMPLIANCE

Contact with Students

There may be times during the performance of this contract, where a contracted service provider may come in contact with students of the school district. The district fully understands 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/)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting an investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Company _____

Name _____

Signature _____

Title _____

Date: _____

Form AA302
Rev. 11/11

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <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	DNAUG. 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 TOTAL (Cols.2 &3)	COL. 2 MALE	COL. 3 FEMALE	***** 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

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 _____ Number. not applicable if you are renewing a current certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all

columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippines Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone contact.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY 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*¹
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs)

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)]. The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed over sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

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

P.L. 2005, c. 271

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

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

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

40A:11-51.1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts there from to business entities that have made a contribution pursuant to P.L. 1973, c. 83 (C. 19:44A-1 et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L. 2004, c. 19 (C. 19:44A-20.2 et al.) and section 22 of P.L. 1973, c. 83 (C. 19:44A-22).

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

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

19:44A-20.262. 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 or 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-20.133. 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: _____

To be submitted with this bid or no later than the time of award.

Statement of Suspension or Debarment

STATE OF NEW JERSEY/ _____
Specify, of other

COUNTY OF _____

I, _____ of the (City, Town, Borough)
of _____ State of _____ of full age,

being duly sworn according to law on my oath depose and say that:

I am _____ of the firm
of _____ the Bidder

making the Proposal for the above named projects, and that I executed the said Proposal with full authority to do so; that said Bidder is not at the time of the making this bid included on the New Jersey State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders or the State Department of Labor and Workforce Development; Prevailing Wage Debarment List as a result of action taken by any State or Federal Agency.

Name of Contractor: _____
(Company Name)

By: _____
(Signature of authorized representative)

Subscribed and sworn to before me

This _____ day of _____, 20 ____

(Seal) Notary Public of New Jersey/
Specify Other State

My Commission expires _____ 20 ____

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

City, State, ZIP: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II Check the appropriate box

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

 - No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)
-

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **ESCNJ and/or its members** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **ESCNJ and/or its members** to notify the **ESCNJ and/or its members** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **ESCNJ and/or its members** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

NEW JERSEY REQUIRED DOCUMENTS FOR PUBLIC WORKS BIDS

BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

Pursuant to N.J.S.A. 52:32-44, all respondents shall submit prior to award of bid, a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. The ESCNJ requests that all respondents for this bid/proposal submit a current New Jersey Business Registration Certificate with the bid/proposal but no later than date of award.

Goods and Services Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

3. The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
4. The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
3. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used.
4. The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400.

For more information on how to obtain a Business Registration Certificate, please visit the State of New Jersey, Department of Treasury, Division of Revenue and Enterprise Services website at:

<http://www.state.nj.us/treasury/revenue/busregcert.shtml>

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 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
FORM-BRC(08-01)

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: CLIENT REGISTRATION
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

RETURN PRIOR TO BID AWARD

N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

All respondents are urged to submit with their response, a copy of their firm's New Jersey Business Registration Certificate. Failure to submit the Certificate to the ESCNJ prior to the award of contract will result in the rejection of the entire bid or proposal.

CONTRACTOR/VENDOR REQUIREMENTS—OFFICE OF THE NEW JERSEY STATE COMPTROLLER

Contractors/vendors doing business with the ESCNJ are reminded of the following legal requirements pertaining to the Office of the New Jersey State Comptroller:

C. Access to Relevant Documents and Information—N.J.S.A. 52:15C-14 (d)

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and

receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

D. Maintenance of Contract Records—N.J.A.C. 17:44-2.2

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

The contractor/vendor to whom a contract has been awarded shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

D. Renewal of Contract; Services

The ESCNJ may, at its discretion, request that a contract for services be renewed in full accordance with N.J.S.A. 18A:18A-42. The ESCNJ may negotiate terms for a renewal of contract proposal and present such negotiated proposal to the Board. All multi-year contracts and renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

The ESCNJ is the final authority in awarding renewals of contracts.

DEBARMENT, SUSPENSION, OR DISQUALIFICATION

The ESCNJ will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report (<https://www.state.nj.us/treasury/revenue/debarment/index.shtml>).

All bidders are required to submit a sworn statement indicating whether or not the bidder is, at the time of the bid, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List or the State of New Jersey Consolidated Debarment Report, or the Federal Debarred Vendor List—Excluded Parties List System—System for Award Management—SAM.gov

IRAN DISCLOSURE OF INVESTMENT ACTIVITIES N.J.S.A. (18A:18A-49.4)

The ESCNJ, pursuant to N.J.S.A. 18A:18A-49.4, shall implement and comply with Public Law 2012, c.25, Disclosure of Investment Activities in Iran—N.J.S.A. 52:32-55 et seq.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete a certification attesting, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification.

If the ESCNJ determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran under section 4 of P.L.2012, c.25 (C.52:32-58), the ESCNJ shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59).

In addition, bidders must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form.

The ESCNJ has provided within the specifications, a Disclosure of Investments Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the ESCNJ, to complete, sign and submit with the proposal.

Failure to complete, sign and submit the Disclosure of Investment Activities in Iran form prior to award shall be cause for rejection of the bid or proposal.

PREVAILING WAGES

Where applicable, all vendors must adhere to NJ State Prevailing Wage laws; All subcontractors named in this bid understand the requirements of the subcontractor to pay prevailing wages in full accordance with the law, where applicable.

STATEMENT OF OWNERSHIP N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

No business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. **Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.**

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is required.

APPENDIX A RETURN WITH BID
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Educational Services Commission of New Jersey (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Company _____ Name _____

Signature _____ Title _____

ASSURANCE OF COMPLIANCE – RETURN WITH BID

Contact with Students

There may be times during the performance of this contract, where a contracted service provider may come in contact with students of the school district. The district fully understands 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

<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*²
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs)

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)]. The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed over sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

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

P.L. 2005, c. 271

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

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

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

40A:11-51.1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts there from to business entities that have made a contribution pursuant to P.L. 1973, c. 83 (C. 19:44A-1 et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L. 2004, c. 19 (C. 19:44A-20.2 et al.) and section 22 of P.L. 1973, c. 83 (C. 19:44A-22).

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

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

19:44A-20.262. 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 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: _____

Failure to submit this form prior to award will be cause for bid rejection.

Statement of Suspension or Debarment - RETURN WITH BID

STATE OF NEW JERSEY/ _____

Specify, of other

COUNTY OF _____

I, _____ of the (City, Town, Borough)
of _____ State of _____ of full age,

being duly sworn according to law on my oath depose and say that:

I am _____ of the firm
of _____ the Bidder

making the Proposal for the above named projects, and that I executed the said Proposal with full authority to do so; that said Bidder is not at the time of the making this bid included on the New Jersey State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders or the State Department of Labor and Workforce Development; Prevailing Wage Debarment List as a result of action taken by any State or Federal Agency.

Name of Contractor: _____
(Company Name)

By: _____
(Signature of authorized representative)

Subscribed and sworn to before me

This _____ day of _____, 20 ____

(Seal) Notary Public of New Jersey/
Specify Other State

My Commission expires _____ 20 ____

STATEMENT OF OWNERSHIP DISCLOSURE - RETURN WITH BID
N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

City, State, ZIP: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II Check the appropriate box

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)
- OR**
- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)
-

STATEMENT OF OWNERSHIP DISCLOSURE – continued - RETURN WITH BID

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

STATEMENT OF OWNERSHIP DISCLOSURE – continued - RETURN WITH BID

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **ESCNJ and/or its members** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **ESCNJ and/or its members** to notify the **ESCNJ and/or its members** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it

will constitute a material breach of my agreement(s) with the, permitting the **ESCNJ and/or its members** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

**This statement shall be completed, certified to, and included with all bid and proposal submissions.
Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

CERTIFICATE OF AUTHORITY - RETURN WITH BID

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

Sample Certificate of Authority



CHANGE ORDERS (N.J.A.C. 6A:26-4.9, 4.10 et seq.) (N.J.A.C. 5:30-11.1 et seq.)

Co-op member Approval Required; Prior to Issuance of Change Order (N.J.A.C. 5:30-11.2)

Change orders may be approved by the Co-op member in an amount up to twenty percent (20%) when necessitated by one of the following:

- Emergencies consistent with N.J.S.A. 18A:18A-7;
- Unforeseeable physical conditions; or
- Minor modifications to the project/scope that achieve cost savings, improve service or resolve construction conditions.

Division of Finance (NJDOE) Approval

All other change orders shall be approved by the Division of Finance (NJDOE) when extraordinary circumstances exist such as:

- Change order amounts greater than twenty percent (20%);
- Change orders that eliminate or affect the project scope; or
- Change orders that affect the number, size, configuration, location or use of co-op member spaces.

All contractors are prohibited to perform any change order unless so directed in writing by the Co-op member.

CONTRACTOR TRADE LICENSES - RETURN WITH BID

All bidders are to submit with their proposal all current, valid contractor or trade licenses as issued by the New Jersey Division of Consumer Affairs, for any trade or specialty area the contractor seeks to perform work for this particular proposal.

Sample Contractor Trade License



CONTRACTOR'S REGISTRATION EVIDENCE — "Public Works Contractor Registration Act"

A. Valid Certificate – Receipt of Bid

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

B. Submission of Certificate – Receipt of Bid; Prior to Award--Mandatory

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

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

For more information contact:

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

PRE-QUALIFICATION OF BIDDERS

A. DPMC Prequalification-- Pursuant to N.J.S.A. 18A:18A-26, 27 et seq., all Bidders on any contract for public works which the entire cost of the contract exceeds \$20,000, must be pre-qualified by the Department of Treasury, Division of Property Management and Construction, as to charter and amount of public work on which they may submit bids. No person shall be qualified to bid on any public work contract with the Commission if he has not submitted a statement to the Department of Treasury, Division of Property Management and Construction which fully develops the financial ability, adequacy of plant and equipment, organization and prior experience of the prospective bidder, and such other pertinent and material facts, within a period of one year preceding the date of opening of the bids for such contract.

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

Maintenance Projects—Contractors are reminded that maintenance projects solely to achieve the design life of a school facility and routine maintenance do not constitute a school facility project and 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 https://www.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html <http://lwd.dol.state.nj.us/http://lwd.dol.state.nj.us/>, the Prevailing Wages Determination Section.

- **Compliance with New Jersey Prevailing Wage Act**

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

- **Certified Payrolls**

Contractor agrees to submit to the Co-op member a certified payroll for each payroll period within ten (10) days of the payment of wages. Contractor further agrees that no payments will be made to the Contractor if certified payrolls are not received. It is the Contractor's responsibility to insure timely receipt by the district of certified payrolls.

- **Submission of Affidavit**

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

- **Posting of Prevailing Wages**

The contractor shall post the prevailing wage rates for each craft and classification involved in the work, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work and in such place or places as used to pay workers their wages. (Reference 18A:7G-23 and N.J.S.A 34:11-56.32.)

- **Prevailing Wages Certification—Submission with Bid**

The bidder shall submit a Prevailing Wages Certification with its bid package.

- **Non-compliance Statement**

If it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the ESCNJ or co-op member may begin proceedings to terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable for any excess costs occasioned thereby to the public body.

EQUIPMENT CERTIFICATION (N.J.S.A. 18A:18A-23)

Each Bidder shall provide a certification showing that he/she owns, leases or controls all the necessary equipment required by the specifications. If the Bidder is not the actual owner or lessee of any such equipment, he/she shall submit a certificate stating the source from which the equipment will be obtained and shall obtain a certificate from the owner and person in control of the equipment, definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary.

The certificates are to be submitted with the bid. If the contract involves the installation of a manufactured system which requires the contractor to have special knowledge or training, or to be specifically certified by the manufacturer to install their system, this form is used to submit such required evidence of the bidder's approval from the manufacturer.

SUBCONTRACTING: ASSIGNMENT OF CONTRACT - RETURN WITH BID

Contractors, services providers, and all vendors with whom the ESCNJ has an executed contract, may not subcontract any part of any work done or assign any part of the contract for goods or materials for ESCNJ and Co-op members without first receiving written permission from the ESCNJ. Awarded vendors may add additional subcontractors after submitting the proper paperwork and upon approval from the ESCNJ. Under no condition will any work specified be subcontracted without the ESCNJ's prior written approval. **Failure to adhere to this requirement may result in revocation of a contract.**

Contractors, service providers, and vendors using subcontractors assume all responsibility for work performed by subcontractors. The ESCNJ must approve all subcontractors and will require the following documents to be secured from all approved subcontractors:

- Affirmative Action Evidence – Construction type contracts
- Americans with Disabilities Act of 1990
- Assurance of Compliance
- Certificate of Authority
- Certifications and Licenses as applicable
- Contractor's Registration Certificate (Public Works)
- Disclosure of Investment Activities in Iran
- Equipment Certification
- Insurance Certificate as outlined in the bid specifications;
- New Jersey Business Registration Certificate
- New Jersey School Development Authority Prequalification
- Notice of Classification Form (DPMC)
- Political Contribution Disclosure Form
- Prequalification Affidavit--No Material Adverse Change
- Prevailing Wages Compliance Certification
- Statement of Ownership (Ownership Disclosure Certification)
- Statement of Suspension or Debarment
- Subcontracting Assignments
- Sworn Contractor's Disclosure
- Total Amount of Uncompleted Contractor's Form—Certified (Form DPMC 701)
- Written certification that the subcontractor shall adhere to prevailing wages as provided through New Jersey State Law.

SUBCONTRACTING: ASSIGNMENT OF CONTRACT-continued

In cases of subcontracting, the Co-op member shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The Co-op member shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime contractors for nonpayment to subcontractors. Transportation carriers hired by the vendor to deliver goods and materials are not considered to be subcontractors. All vendors are responsible for submitting subcontractor documentation.

Penalties – Unauthorized Subcontractors

The Co-op member may deduct the amount of \$1,000.00 (one thousand dollars) per day as a penalty, for each day a prime contractor uses a subcontractor without first receiving **written** permission as required.

Subcontractor Disclosure Statement

If the bidder intends to subcontract any work, please submit the completed **Subcontractor Disclosure Statement found in this bid document.**

SWORN CONTRACTOR CERTIFICATION – (Bidder’s Certification)

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

**AFFIRMATIVE ACTION—Construction Contracts—Acknowledgement –
RETURN WITH BID**

The undersigned acknowledges and agrees to comply with the following:

AFFIRMATIVE ACTION—EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS—EEO

The construction contractor shall complete and submit an Initial Project Workforce Report, **Form AA-201** listing their entire work force and all employees that may be used for any jobs under this ESCNJ Co-op contract with their bid submission. Proper completion and submission of this Report shall constitute evidence of the contractor’s compliance with the regulations. Failure to submit this form may result in the contract being terminated. The awarded contractor(s) shall also complete and submit an Initial Project Workforce Report, **Form AA-201** to the owner before the start of any job entered into under this contract. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Department of Labor Workforce and Development and to the owner’s Public Agency Compliance Officer.

All bidders should familiarize themselves with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE—EXHIBIT B. If awarded a contract, your company/firm will be required to comply with the above requirements.

Contractors and vendors are to familiarize themselves with the following document:

Vendor/Contractor Guidelines for Awarded Public Contracts

The document may be obtained from the New Jersey Division of Purchase and Property, Contract Compliance and Audit Unit, Equal Employment Opportunity (EEO) Program website or by visiting the following link:

https://www.nj.gov/treasury/contract_compliance/https://www.state.nj.us/treasury/contract_compliance/pdf/vc.pdf

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ **Date** _____

EXHIBIT B - RETURN WITH BID
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127)
N.J.A.C. 17:27-1.1 et seq.
CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 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) EXHIBIT B - RETURN WITH BID
(C) MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(D) N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127)
(E) N.J.A.C. 17:27-1.1 et seq.
(F) CONSTRUCTION CONTRACTS-continued

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

EXHIBIT B (Continued)

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The 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 journeyworker 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

1. FID NUMBER	2. CONTRACTOR ID NUMBER	5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT Name: Address:			
3. NAME AND ADDRESS OF PRIME CONTRACTOR (Name) (Street Address) (City) (State) (Zip Code)		CONTRACT NUMBER DATE OF AWARD DOLLAR AMOUNT OF AWARD		6. NAME AND ADDRESS OF PROJECT Name: Address:	
4. IS THIS COMPANY MINORITY OWNED [] OR WOMAN OWNED []		COUNTY		7. PROJECT NUMBER	
9. TRADE OR CRAFT		PROJECTED TOTAL EMPLOYEES		PROJECTED MINORITY EMPLOYEES	
		MALE FEMALE		MALE FEMALE	
		J AP	J AP	J AP	J AP
1. ASBESTOS WORKER					
2. BRICKLAYER OR MASON					
3. CARPENTER					
4. ELECTRICIAN					
5. GLAZIER					
6. HVAC MECHANIC					
7. IRONWORKER					
8. OPERATING ENGINEER					
9. PAINTER					
10. PLUMBER					
11. ROOFER					
12. SHEET METAL WORKER					
13. SPRINKLER FITTER					
14. STEAMFITTER					
15. SURVEYOR					
16. TILER					
17. TRUCK DRIVER					
18. LABORER					
19. OTHER					
20. OTHER					

8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES

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** _____
Notary Public of _____

My Commission Expires: _____
_____ Month _____ Day _____ Year

SEAL

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.



Name of Firm

Signature

Title

Address

Phone

Sworn to and Subscribed before me

This day ____ of _____ 20____
Notary Public

DPMC 701 (3/15)

Vendor Contact Form - RETURN WITH BID

This page should be included in your electronic file in Word format

so that we can copy and paste into our website.

Please do not handwrite the information; type it in.

If you are awarded a contract with the ESCNJ, we will post this contact sheet on our website for members to contact. Please complete and include with your bid package. List the individual(s) who will be best equipped to handle calls from our 1,300+ members and have knowledge of your award.

Bid	Title of Bid: _____ Bid # _____
Vendor	
Representative	
Address	
Telephone #	
Fax #	
Email	
Website	

NEW JERSEY REQUIRED DOCUMENTS CHECKLIST – RETURN WITH BID

1.	Affirmative Action Construction Contracts Acknowledgement and Total Work Force/Employee AA201 (for Public Works contracts)	16.	NJ School Development Authority Prequalification (for Public Works contracts)
2.	Affirmative Action Questionnaire and supported documentation (current CEIR)	17.	Non-Collusion Affidavit Notarized and Sealed
3.	Americans with Disabilities Act of 1990	18.	Pre-Qualification Affidavit (Projects over \$20,000 in accordance with N.J.S.A. 18A:18A-26 et. seq.)
4.	Assurance of Compliance	19.	Prevailing Wage Certification (for Public Works contracts)
5.	Certificate of Authority	20.	Request for Clarifications Form
6.	Certificate of Insurance with the Educational Services Commission of New Jersey named as the certificate holder with Bid Title and Bid # (Upon award)	21.	Respondent Comment Form – Optional
7.	Chapter 271 Political Contribution Disclosure Form	22.	Statement of Ownership (Ownership Disclosure Certification)
8.	Dealer/Subcontractor Documents if applicable	23.	Statement of Suspension or Debarment Notarized & Sealed
9.	Disclosure of Investment Activities in Iran Form (for Public Works contracts)	24.	Sub-contractor’s Disclosure Form(s)
10.	DPMC Notice of Classification Form	25.	Sworn Contractor Certification; Qualifications and Credentials (for Public Works contracts)
11.	Equipment Certification	26.	Total Amount of Uncompleted Contracts Form-Certified (DPMC Form 701) (for Public Works contracts)
12.	Exhibit B Mandatory Equal Employment Opportunity Language Construction Contracts	27.	Vendor Contact Form
13.	Licenses	28.	W-9 Form
14.	New Jersey Business Registration Certificate ** (Received no later than the time of award)		
15.	New Jersey Public Works Contractor Certificate (for Public Works contracts)		

Signature: _____

Please sign above indicating that you have included all of the required New Jersey documents on this checklist and return this checklist with your bid package.



Part D - Questionnaire
AEPA 023-D
School & Instructional Supplies

Instructions

This questionnaire contains forms and requests for information required by AEPA for vendor evaluation for responsiveness and responsibility.

To submit the required forms, follow these steps:

1. Read the documents in their entirety.
2. Respondents must use Part D – Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested.
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “**Part D – Questionnaire – Name of Company**”.
5. Submit Part D, along with other required documents in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled “Part D – Questionnaire – Name of Company”:

[Company Information](#)

[Service Questionnaire](#)

[Exceptions](#)

[Deviations](#)

Company Information

Name of Company: _____

Company Address: _____

City, State, zip code: _____

Website: _____

Contact Person: _____

Title: _____

Phone: _____

Email: _____

Background

Note: Generally, AEPA will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate and/or establish a proven record of business. If the respondent has recently purchased an established business or has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. AEPA reserves the right to accept or reject newly formed companies based on information provided in this response and from its investigation of the company.

This business is a: _____ public company _____ privately owned company

In what year was this business started under its present name? _____

Under what additional, or, former name(s) has your business operated? _____

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

Date of Incorporation: _____

State of Incorporation: _____

Name of President: _____

Name(s) of Vice President(s): _____

Name of Treasurer: _____

Name of Secretary: _____

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

Date of Partnership: _____

State Founded: _____

Type of Partnership, if applicable: _____

Name(s) of General Partner(s): _____

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

Date of Purchase: _____

State Founded: _____

Name of Owner/Operator: _____

Is this business different from those identified above? _____ No _____ Yes

If yes, describe the company's format, year and state of origin and names and titles of the principles below.

Is this business women-owned? _____ No _____ Yes

Is this business minority-owned? _____ No _____ Yes

Does this business have an Affirmative Action plan/statement? _____ No _____ Yes

Business Headquarter Location

Business Address _____
 City, State, zip code _____
 Phone _____
 How long at this address? _____

Business Branch Location(s)

Branch Address _____
 City, State, zip code _____
 Branch Address _____
 City, State, zip code _____
 Branch Address _____
 City, State, zip code _____
 Branch Address _____
 City, State, zip code _____

**If more branch locations exist, insert information here or add another sheet with the above information.*

Sales History

Provide your business's annual sales for in the United States by the various public segments.

	2020	2021	2022 YTD
K-12 (public & private), Educational Service Agencies			
Higher Education Institutions			
Counties, Cities, Townships, Villages			
States			
Other Public Sector & Non-profits			
Private Sector			
Total			

Provide your business's annual sales for **products and services that meet this solicitation's scope of work** in the United States by the various public segments.

	2020	2021	2022 YTD
K-12 (public & private), Educational Service Agencies			
Higher Education Institutions			
Counties, Cities, Townships, Villages			
States			
Other Public Sector & Non-profits			
Private Sector			
Total			

Work Force

Key Contacts and Providers: Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services on a national and/or local basis:

Function	Name	Title	Phone	Email
Contract Manager				
Sales Manager				
Customer & Support Manager				
Distributors, Dealers, Installers, Sales Reps				
Consultants & Trainers				
Technical, Maintenance & Support Services				
Quotes, Invoicing & Payments				
Warranty & After the Sale				
Financial Manager				

Sales Force: Provide total number and location of salespersons employed by your business in the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Number of Sales Reps	City	State

Describe how your company will implement training and knowledge of the contract with your respective sales force. Furthermore, describe how your company plans to support and train your sales force on a national, regional, or local level and generally assist with the education of sales personnel about the resulting contract.

Click or tap here to enter text.

What is your company's plan, if your company were awarded the contract, to service up to 29 states. Describe if your company has a national sales force, dealer network, or distributor(s) with the ability to call on eligible agencies in the participating states in AEPA.

Click or tap here to enter text.

Products, Services & Solutions

Provide a description of the Products, Services & Solutions to be provided by the product category set forth in Part B - Specifications. The primary objective is for each Supplier to provide its complete product, service, and solutions offerings that fall within the scope of this solicitation so that participating agencies may order a range of products as appropriate for their needs.

Click or tap here to enter text.

Distribution

Describe how your company proposes to distribute the products and services nationwide, regionally, or at the local level.

Click or tap here to enter text.

Service/Support and Distribution Centers: Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Center Type	City	State

Describe the criteria and process by which your company selects and approves subcontractors, distributors, installers, and other independent services.

Click or tap here to enter text.

Provide a list of current subcontractors, distributors, installers, and other independent service providers who are contracted to perform the type of work outlined in this solicitation in the member agency states. Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

Click or tap here to enter text.

If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

Click or tap here to enter text.

If applicable, describe other ways your company can be sensitive to a participating agencies desire to utilize local and/or MWBE companies, such as the number of local employees and offices with a geographic region, companies your firm uses that may be local (i.e. delivery company), your own company's diversity of owner employees, etc.

Click or tap here to enter text.

If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

Click or tap here to enter text.

Marketing

Key Marketing Contact(s): List the name(s), title(s) and contact information of the business's key national and regional marketing office(s). *To insert more rows, hit the tab key from the last field in the Email column.*

Name	Title	Phone	Email

Describe how this business marketed its products and services to schools, nonprofit organizations, and other public sector audiences in Fiscal Year 2021–2022 (July 1 – June 30). List all conventions, conferences, and other events at which this company exhibited.

Click or tap here to enter text.

Describe how your company will market the resulting contract to eligible Member Agencies. Describe how your company differentiates the new agreement from existing contracts that your company may hold today. Please be specific and detailed in your response.

Click or tap here to enter text.

Cooperative Marketing. Describe ways in which your company will collaborate with AEPA Member Agencies in marketing the resulting contract. Submit any supplemental materials as PDFs and title it Exhibit A – Marketing Plan.

- Process on how the contract will be launched to current and potential agencies.
- The ability to produce and maintain in full color print advertisements in camera-ready electronic format, or electronic advertisements, including company logos and contact information.
- Anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract.
- How the contract award will be displayed /linked on the Respondent's website.

Click or tap here to enter text.

Environmental Initiatives

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

Click or tap here to enter text.

Indicate if your company has any products in your offering that have any third-party environmental certifications.

Click or tap here to enter text.

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

Click or tap here to enter text.

Describe what percentage of your offering is environmentally preferable and what are your company's plans to improve this offering.

Click or tap here to enter text.

Additional Information

Describe any/all features, advantages and benefits of your organization that you feel will provide additional value and benefit to a participating AEPA agency.

Click or tap here to enter text.

If applicable, describe your company's ability to integrate into other ecommerce sites:

Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).

Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percent age of agency sales being processed through this connection.

Click or tap here to enter text.

Disclosures

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

If Yes, **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 solicitation category. Respond to Yes/No and choice questions by using an (X). **Note: A Respondent must be willing and able to deliver the proposed products and/or services to 90% of the participating AEPA Member States.**

AEPA Member States	Participating in this category.	In which states has this company sold products/services in the past 3 years? (Place an X where applicable)	If awarded, which states does this company propose to sell in? (Place an X where applicable)	Indicate which states this company has sales reps, distributors or dealers in. (Place an X where applicable)
California	Yes			
Colorado	Yes			
Connecticut	Yes			
Florida	Yes			
Georgia	Yes			
Illinois	Yes			
Indiana	Yes			
Iowa	Yes			
Kansas	Yes			
Kentucky	Yes			
Massachusetts	Yes			
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	Yes			

e-Commerce: Does this business have an e-commerce website? _____ **No** _____ **Yes**
 If YES, what is the website? _____

Customer and Support Service: It is understood depending on the type, kind and level of products and/or services being proposed in response to this solicitation will impact and determine the type and level of services required and these are identified in Part B Specifications of this solicitation.

Does this business have online customer support options? _____ **No** _____ **Yes**
 Does this business have a toll-free customers support phone option? _____ **No** _____ **Yes**
 Does this business offer local customer and support service options? _____ **No** _____ **Yes**

State your normal delivery time (in days) and any options for expediting delivery.
 Click or tap here to enter text.

State your backorder policy. Do you fill the order when available, or cancel the order and require participating agencies to reorder if items are backordered?
 Click or tap here to enter text.

Describe your company's payment terms as well as any quick pay discounts.
 Click or tap here to enter text.

State your company's return policy and any applicable State restocking fees.
 Click or tap here to enter text.

Describe any special program that your company offers that will improve customers' ability to access products, on-time delivery, or other innovative strategies.
 Click or tap here to enter text.

Pricing

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

Will you offer customized price lists to participating entities as encouraged per the pricing terms of Part A? _____ **No** _____ **Yes**

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

Will you offer volume price discounts as described in the pricing terms of Part A? _____ **No** _____ **Yes**

Competitiveness: In order for your response to be considered, your company must offer AEPA prices that are equal to or lower than those normally offered to individual entities or cooperatives with equal or lower volume.

Is the pricing that is proposed to AEPA equal to or lower than pricing your company offers to individual entities or cooperatives with equal to or lower volume? _____ **No** _____ **Yes**

Indicate which of the following apply and the **level of competitive range** you are offering in response to this solicitation.

_____ Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.

_____ Pricing is LESS THAN individual customer and/or cooperatives. Lower by _____%

Cooperative Contracts: Does your business currently have contracts with other cooperatives (local, regional, state, national)? _____ **No** _____ **Yes**

If YES, identify which cooperative and the respective expiration date(s).

[Click or tap here to enter text.](#)

If YES, and your business is awarded an AEPA contract, explain which contract your business will lead with in marketing and sales representative presentations (sales calls)?

[Click or tap here to enter text.](#)

Administrative Fee: Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. Mark with an "X".

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

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

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

[Click or tap here to enter text.](#)

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

Responsibilities	Yes, indicate with an "X"	No, indicate with an "X"
1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the AEPA contract.		
2. Train and educate sales staff on what the AEPA contract is: including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.		
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The marketing plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.		
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.		
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, the Vendor Partner is required to submit a \$0 report to the AEPA Member Agency.		
6. Have ongoing communication with the Category Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.		
7. Attend two (2) AEPA meetings each year (see Part A)		
8. Participate in national and local conference trade shows to promote the AEPA contracts including, but not limited to the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).		
9. Increase sales over the term of the contract with all participating AEPA Member Agencies.		

Exceptions

Instructions:

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

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

IFB Section and Page Number	Outline Number	Term and Condition	Exception

Deviations

Instructions:

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

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

Outline Number Part B	Specification (describe)	Details of Deviation



Part E – Signature Forms

AEPA 023-D

School & Instructional Supplies

Instructions

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

To submit the required signed forms, follow these steps:

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

*Note, a bid checklist has been provided to review with your submission.

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

Uniform Guidance “EDGAR” Certification Form – *signature required

Bid Affidavit – *signature required

Acceptance of Bid & Contract Award – *signature required

Uniform Guidance “EDGAR” Certification Form

2 CFR Part 200

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

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

1. Violation of Contract Terms and Conditions

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

2. Termination for Cause of Convenience

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

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

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

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Respondent is required to pay wages

to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

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

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

5. Contract Work Hours and Safety Standards Act

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

6. Right to Inventions Made Under a Contract or Agreement

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

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

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

9. Byrd Anti-Lobbying Amendment

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

10. Procurement of Recovered Materials

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

11. Profit as a Separate Element of Price

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

12. General Compliance with Participating Agencies

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

13. Governing Law; Forum Selection.

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

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

By **initialing the table (1-13)** and **signing below**, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	Respondent Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions		
2. Termination for Cause of Convenience		
3. Equal Employment Opportunity		
4. Davis-Bacon Act		
5. Contract Work Hours and Safety Standards Act		
6. Right to Inventions Made Under a Contract or Agreement		
7. Clean Air Act and Federal Water Pollution Control Act		
8. Debarment and Suspension		
9. Byrd Anti-Lobbying Amendment		
10. Procurement of Recovered Materials		
11. Profit as a Separate Element of Price		
12. General Compliance with Participating Agencies		
13. Governing Law; Forum Selection.		

Name of Business

Signature of Authorized Representative

Printed Name

Date

Solicitation Affidavit

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

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

Authorized Representative (Please print or type)

Mailing Address

Title (Please print or type)

City, State, Zip

Signature of Authorized Representative

Date



Acceptance of Solicitation & Contract

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

PART I: RESPONDENT

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

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

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2024 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency _____

Authorized Representative _____

Awarded this	day of	Contract Number
Contract to commence		
(Member Agency to select)	3/1/2023	Or

Solicitation Checklist

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

"x"	Document Title, Uploaded to Public Purchase <i>(Respondent must submit documents in the required title/format)</i>	Format of Uploaded Document	Notes
	Bid Bond – if Required, see Part B if applicable.	Upload PDF copy. The original must be received by Lakes Country Service Cooperative by due date and time.	Send to Lakes Country Service Cooperative.
	Part C – State-Specific Forms – Name of Responding Company	Single, Scanned PDF	New Jersey Only Requirement. Signatures Required.
	Part D - Questionnaire – Name of Responding Company Includes: <ul style="list-style-type: none"> • Company Information • Service Questionnaire • Exceptions • Deviations 	Single, Scanned PDF	Required.
	Part E – Signature Forms – Name of Responding Company Includes: <ul style="list-style-type: none"> • Uniform Guidance “EDGAR” Certification • Bid Affidavit • Acceptance of Bid & Contract Award 	Single, Scanned PDF	Required. Signatures required.
	Part F – Pricing Schedule – Name of Responding Company	Excel Workbook	Required.
	Price List and/or Catalog – Name of Responding Company	Upload PDF	Required.
	Exhibit A – Marketing Plan – Name of Responding Company	Scanned PDF	Optional. Form not provided by AEPA, Respondent Created



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

AEPA #023-D School & Instructional Supplies

Bidding Company Name: *Enter company name here*

Name of Catalog: *Enter catalog name here*
 (This must be the catalog in effect as of the bid date)

Note: Groupings to be defined by Bidder and can be by sub-category, manufacturer, etc.

Part F.1 is a REQUIRED FORM

No.	Grouping of Discount	Discount Offered for This Grouping	Comments
1			
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**Part F.2A – Core List Price Schedule
AEPA #023-D School & Instructional Supplies**

INSTRUCTIONS: Complete the following information for all core items listed below. These are higher usage items and it is anticipated that deeper discounts will be bid for these items. In the event a new catalog or manufacturer's price list changes during the contract term, the Bid Discount Percentage would not exceed the bid discount percentage. You may also upload separate spreadsheets as long as they contain the minimum information as described on F.2A. Additional products offerings may not be added to this form. ALL INFORMATION REQUESTED MUST BE INCLUDED. *Please be sure to set the 'Print Area' PRIOR to submitting your bid response.*

NOTE: The Net Effective Price MUST be consistent with the percentage discounts listed on the F.1 tab. Failure to have price correspond may be cause for rejection of your offer.

Part F.2A is a REQUIRED FORM

Bidding Company Name:			Enter company name here			Catalog Name:		Enter catalog name here			
No.	Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Bid Discount Percentage	Net Effective Bid Price	Comments	No.
1		BINDER CLIPS, MINI BINDER CLIPS, 1/4" CAPACITY, BLACK, 12/BOX									1
2		BINDER CLIPS, SMALL BINDER CLIPS, 3/8" CAPACITY, 12/BOX									2
3		BINDER CLIPS, MEDIUM BINDER CLIPS, 5/8" CAPACITY, 12/BOX									3
4		BINDER, STANDARD 1" 3-RING VIEW BINDER, 3-RING, WHITE									4
5		BINDER, STANDARD 1.5" 3-RING VIEW BINDER, 3-RING, WHITE									5
6		BINDER, STANDARD 2" RING VIEW BINDER, WHITE									6
7		BOOK PLANNER TEACHER DAILY REC -L 6X9 1/2 EACH									7
8		BOTTLE, FITNESS BOTTLE 20 OZ.									8
9		CANVAS PANEL 8X10 IN WHITE									9
10		CARDSTOCK PAPER, 65 LBS, 8.5" X 11", 96 BRIGHTNESS, BRIGHT WHITE, 250 SHEETS/PACK									10
11		CONSTRUCTION PAPER 12X18 BLACK 50 SHTS									11
12		CONSTRUCTION PAPER 12X18 ORANGE 50 SHTS									12
13		CONSTRUCTION PAPER 12X18 YELLOW 50 SHTS									13
14		CONSTRUCTION PAPER 9X12 ASSORTED PACK OF 50									14
15		CONSTRUCTION PAPER 9X12 BLACK PACK OF 50									15
16		CONSTRUCTION PAPER 9X12 BLUE 50 SHTS									16
17		CONSTRUCTION PAPER 9X12 BRIGHT WHITE PACK OF 50									17
18		CONSTRUCTION PAPER 9X12 WHITE PACK OF 50									18
19		CONSTRUCTION PAPER 9X12 YELLOW 50 SHTS									19

Bidding Company Name:			Enter company name here			Catalog Name:		Enter catalog name here			
No.	Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Bid Discount Percentage	Net Effective Bid Price	Comments	No.
20		CONSTRUCTION PAPER 12X18 BLUE 50 SHTS									20
21		CONSTRUCTION PAPER 12X18 GREEN 50 SHTS									21
22		CONSTRUCTION PAPER 12X18 RED 50 SHTS									22
23		CONSTRUCTION PAPER 12X18 WHITE 50 SHTS									23
24		COPY PAPER 8.5" X 11", 20 LBS., 92 BRIGHTNESS, 500 SHEETS/REAM, 5 REAMS/CA									24
25		COPY PAPER 8.5" X 11", 20 LBS., 94 BRIGHTNESS, 500 SHEETS/REAM, 5 REAMS/CA									25
26		CRAYOLA CLASSIC KID'S MARKERS, FINE POINT, ASSORTED, 10/PACK									26
27		CRAYOLA COLORED PENCILS, ASSORTED COLORS, 12/PACK									27
28		CRAYOLA CRAYONS TUCK STD SIZE SET OF 8									28
29		CRAYOLA CRAYONS ASSORTED COLORS, 8/BOX									29
30		CRAYOLA CRAYONS MULTICULTURAL STD SIZE SET OF 8									30
31		CRAYOLA CRAYONS STD SIZE SET OF 16									31
32		CRAYOLA CRAYONS STD SIZE SET OF 24									32
33		CRAYOLA KID'S MARKERS, BROAD LINE, ASSORTED COLORS, 10/PACK (58-7722)									33
34		CRAYOLA KID'S MARKERS, BROAD LINE, ASSORTED COLORS, 12/BOX (58-7712)									34
35		CRAYOLA MARKER BROAD LINE CLASSIC SET OF 10									35
36		CRAYOLA MARKER CLASSIC CONICAL SET OF 8									36
37		CRAYOLA MARKER WASHABLE ASST CLASSIC SET OF 8									37
38		CRAYOLA NON-PEGGABLE CRAYONS, ASSORTED COLORS, 16 PER BOX									38
39		CRAYOLA PAINT WATERCOLOR ARTISTA II 8 COLOR OVAL PAN									39
40		CRAYOLA PAINT WATERCOLOR SEMI MOIST WASH 8 COLOR SQUARE PAN									40
41		CRAYOLA PENCILS COLORED SET OF 24									41
42		CRAYOLA PENCILS COLORED SET OF 12									42
43		CRAYOLA WASHABLE WATERCOLORS, ASSORTED									43
44		CRAY-PAS PASTEL OIL JUNIOR ARTIST SET OF 12									44
45		CRAY-PAS, PASTEL OIL JUNIOR ARTIST SET OF 25									45

Bidding Company Name:			Enter company name here			Catalog Name:		Enter catalog name here			
No.	Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Bid Discount Percentage	Net Effective Bid Price	Comments	No.
46		CRAZY ART PAINT WATERCOLOR WASH 8 COLOR OVAL PAN									46
47		DIVIDER, AVERY BIG TAB INSERTABLE PAPER DIVIDERS, 8-TAB, MULTICOLOR									47
48		DIVIDER, VERY BIG TAB INSERTABLE PAPER 5 TAB DIVIDERS, MULTICOLOR, SET									48
49		DIVIDERS, AVERY BIG TAB INSERTABLE PAPER DIVIDERS, 8-TAB, BUFF WITH CLEAR TABS, SET									49
50		DRY ERASE BLOCK ERASER, EXPO									50
51		DRY ERASE MARKERS, EXPO, CHISEL TIP, BLUE, 12/PACK									51
52		DRY ERASE MARKERS, EXPO, FINE TIP, BLACK, 12/PACK									52
53		DRY ERASE MARKERS, EXPO, CHISEL TIP, BLACK, 12/PACK									53
54		DRY ERASE WHITEBOARD CARE DRY ERASE CLEANER, EXPO, 8 OZ. PUMP SPRAY									54
55		EAR BUDS IN ROUND PLASTIC CASE									55
56		FILE FOLDERS, 1/3-CUT ASSORTED, LETTER SIZE, MANILA, 100/BOX									56
57		FOLDER, 2 POCKET PLASTIC FOLDER, NAVY									57
58		GLUE, ELMER'S GLUE ALL NOW STRONGER 7.625 OZ									58
59		GLUE, ELMERS GLUE SCHOOL WHITE 4 OZ									59
60		HAMMOND STEPHENS DAILY STUDENT ASSIGNMENT PLANNER 7X11									60
61		HEADPHONES, CALIFONE LIGHTWEIGHT STEREO HEADPHONE W/ BAG - 3.5MM - CA-2 - BEIGE - EACH									61
62		HEADPHONES, VERBATIM STEREO EARPHONES HEADPHONES, BLACK									62
63		HIGHLIGHTERS, TANK STYLE, CHISEL TIP, FLUORESCENT YELLOW, DOZEN									63
64		INDEX CARDS, OXFORD® INDEX CARDS; 3 X 5", BLANK, WHITE, 100/PACK									64
65		INDEX CARDS, OXFORD® INDEX CARDS; 3 X 5", RULED, WHITE, 100/PACK									65
66		INDEX CARDS, OXFORD® INDEX CARDS; 4 X 6", BLANK, WHITE, 100/PACK									66
67		INDEX CARDS, OXFORD® INDEX CARDS; 4 X 6", RULED, WHITE, 100/PACK									67
68		MEAD 1-SUBJECT NOTEBOOK, 8" X 10.5", WIDE RULED, 70 SHEETS, ASSORTED COLORS									68
69		MEAD GRADES K-2 PRIMARY JOURNAL COMPOSITION NOTEBOOK, 7.5" X 9.75", WIDE RULED, 100 SHEETS, BLUE									69

Bidding Company Name:			<i>Enter company name here</i>			Catalog Name:		<i>Enter catalog name here</i>			
No.	Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Bid Discount Percentage	Net Effective Bid Price	Comments	No.
70		MEAD SPIRAL 1-SUBJECT NOTEBOOK, 8" X 10.5", COLLEGE RULED, 70 SHEETS, ASSORTED COLORS									70
71		NOTEBOOK FILLER PAPER, LOOSE, COLLEGE RULED, 8.5" X 11", WHITE, 100/PACK									71
72		NOTEBOOK FILLER PAPER, LOOSE, WIDE RULED, 8.5" X 11", WHITE, 100/PACK									72
73		PAD SKETCH SPIRAL SAX 8.5X11 IN 50 LB 50 SHTS									73
74		PAINT, PRANG PAINT WATERCOLOR 16 COLOR OVAL PAN W/BRUSH									74
75		PAINT, PRANG PAINT WATERCOLOR 8 COLOR OVAL PAN									75
76		PAPER CLIPS, JUMBO, 1000 COUNT, 1 PACK = 10 BOXES (P1JG)									76
77		PAPER CLIPS, REGULAR, 1000 COUNT, 1 PACK = 10 BOXES									77
78		PAPER PRIMARY JOURNAL 9.75X7.5 80 SHEETS									78
79		PAPER SAX SKETCH DIARY 8.5X11 IN 50 LB 50 SHTS									79
80		PENCILS, DIXON ORIOLE WOODEN, NO. 2 SOFT LEAD, DOZEN									80
81		PENCILS, TICONDEROGA WOODEN, NO. 2 SOFT LEAD, DOZEN									81
82		PENS, BIC ROUND STIC XTRA-LIFE BALLPOINT PEN, MEDIUM POINT, 1.0MM, BLACK INK, DOZEN									82
83		PENS, BIC ROUND STIC XTRA-LIFE BALLPOINT PEN, MEDIUM POINT, 1.0MM, BLUE INK, DOZEN									83



Part F.2B – Non-Core Price Schedule AEPA #023-D School & Instructional Supplies

INSTRUCTIONS: Download the Net Effective Bid Price and respective information for all line items in the entire catalog. Use a separate spreadsheet for each catalog. Alternatively, you may upload separate spreadsheets as long as they contain this minimum information listed as headings in columns B through J (note that Comments in column K are not mandatory). Please be sure to set the 'Print Area' PRIOR to submitting your bid response.

NOTE: The Net Effective Price MUST be consistent with the percentage discounts listed on the F.1 tab. Failure to have price correspond may be cause for rejection of your offer.

Part F.2B OR Vendor created spreadsheets with the information listed in INSTRUCTIONS and NOTE are REQUIRED for a complete response.

Bidding Company Name:			<i>Enter company name here</i>			Catalog Name:		<i>Enter catalog name here</i>			
No.	Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Bid Discount Percentage	Net Effective Bid Price	Comments	No.
1											1
2											2
3											3
4											4
5											5
6											6
7											7
8											8
9											9
10											10
11											11
12											12
13											13
14											14
15											15
16											16
17											17
18											18
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26											26
27											27
28											28
29											29
30											30
31											31
32											32
33											33
34											34
35											35
36											36
37											37
38											38
39											39
40											40
41											41
42											42



Part F.3 – Services Price Schedule

AEPA #023-D School & Instructional Supplies

Bidding Company Name: *Enter company name here*

NOTE: If your company provides any of the services listed below, please complete the price schedule. **Part F.3 is an OPTIONAL FORM**

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

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

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

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

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

<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 IFB #023-D - School & Instructional Supplies

Question #1

Is online learning software within the scope of this bid?

Aug 2, 2022 10:51:29 AM CDT
By: IXL Learning, Inc. - IXLmath

Answers

Yes. However, the scope of the bid states "AEPA and Member Agencies prefer a single vendor with a comprehensive array of products. However, because of the unique nature of School & Instructional Supplies products, Member Agencies may consider multiple awards, if the lowest, best-value bids come from Bidders whose business concentrates on subset of School & Instructional Supplies, such as 1) STEM/STEAM, 2) Art, 3) or Special/Alternative Education."

Aug 5, 2022 3:34:20 PM CDT
By: jeastes_aepa

Answer

Archive

Reject

Question #2

Do reading intervention tools for teachers or supplemental curriculum for Tier 1, Tier 2, or Tier 3 students fall within the scope of this bid?

Aug 2, 2022 5:47:20 PM CDT
By: Winsor Learning, Inc. - Winsorlearning

Answers

Yes. However, the scope of the bid states "AEPA and Member Agencies prefer a single vendor with a comprehensive array of products. However, because of the unique nature of School & Instructional Supplies products, Member Agencies may consider multiple awards, if the lowest, best-value bids come from Bidders whose business concentrates on subset of School & Instructional Supplies, such as 1) STEM/STEAM, 2) Art, 3) or Special/Alternative Education."

Aug 5, 2022 3:34:32 PM CDT
By: jeastes_aepa

Answer

Archive

Reject

Question #3

Does this include hands-on STEM kits and curriculum for students?

Aug 3, 2022 7:06:58 AM CDT
By: RYE Consulting - RYEconsult

Answers

Yes. However, the scope of the bid states "AEPA and Member Agencies prefer a single vendor with a comprehensive array of products. However, because of the unique nature of School & Instructional Supplies products, Member Agencies may consider multiple awards, if the lowest, best-value bids come from Bidders whose business concentrates on subset of School & Instructional Supplies, such as 1) STEM/STEAM, 2) Art, 3) or Special/Alternative Education."

Aug 5, 2022 3:34:50 PM CDT
By: jeastes_aepa

Answer

Archive

Reject

Question #4

Does this include core curriculum programs for PreKindergarten students?

Aug 3, 2022 7:07:32 AM CDT
By: RYE Consulting - RYEconsult

Answers

Yes. However, the scope of the bid states "AEPA and Member Agencies prefer a single vendor with a comprehensive array of products. However, because of the unique nature of School & Instructional Supplies products, Member Agencies may consider multiple awards, if the lowest, best-value bids come from Bidders whose business concentrates on subset of School & Instructional Supplies, such as 1) STEM/STEAM, 2) Art, 3) or Special/Alternative Education."

Aug 5, 2022 3:35:00 PM CDT
By: jeastes_aepa

Answer

Archive

Reject

Question #5

What is the administrative fee percentage?

Aug 3, 2022 7:12:24 AM CDT
By: RYE Consulting - RYEconsult

Answers

AEPA States are at 2% base for administrative fees. A few states may vary this percentage slightly depending on the circumstances of the sale. We recommend you check the Part C. State Terms and Conditions for variations within a state.

Aug 9, 2022 5:02:31 PM CDT
By: jeastes_aepa

Answer

Archive

Reject

Question #6

Does this bid cover library books?

Aug 8, 2022 8:21:57 AM CDT
By: Barnes & Noble Booksellers, Inc. - CRM1234

Answers

The committee will consider all responses as they pertain to the scope of the current solicitation, as well as other existing AEPA contract categories.

Aug 17, 2022 4:28:36 PM CDT
By: jeastes_aepa

Answer

Archive

Reject

Question #7

The finance team will determine pricing according to our current product costs. However, with the industry volatility and inflation, we continuously keep receiving vendor cost increases. With a 6-month gap between bid submission and awarded contract, is there a specific timeframe that the newly awarded pricing needs to be in effect before a vendor can submit price adjustments on items with increased manufacturer costs that were passed on during that timeframe?

Aug 12, 2022 10:28:55 AM CDT
By: Quill Corporation - bidquill

Answers
 AEPA understands the market challenges facing vendors. There is no specified timeframe in effect before a vendor can submit price adjustments. Any request would require evidence of increased costs from the manufacturer, and the original discount bid shall remain firm for the duration of the contract.

Aug 17, 2022 4:47:40 PM CDT
 By: jeastes_aepa

Question #8

If a vendor decides to submit additional items to a non-core list (i.e. private brand equivalents of the core items), is the vendor obligated to go through the same pricing adjustment approval process (including providing manufacturer cost increase letters) for these items or can we adjust without the approval but with a 30-day notice?

Answers
 The same approval process would be required for private brand equivalents, with evidence of raw material or supplier price increases.

Aug 12, 2022 10:29:44 AM CDT
 By: Quill Corporation - bidquill

Aug 17, 2022 4:48:30 PM CDT
 By: jeastes_aepa

Question #9

Are we able to extend additional locked-in pricing on the non-core price schedule? If so, how should we format these items to differentiate them from those receiving a category discount?

Answers
 Yes. Please refer to Part B, items 9.1 and 9.2, and to Part B. 3. Part F - Pricing Workbook. A separate spreadsheet or tab may be added as long as each spreadsheet contains the minimum information as described on F.2B, and the intent of the pricing structure is clearly described.

Aug 12, 2022 10:30:42 AM CDT
 By: Quill Corporation - bidquill

Aug 22, 2022 11:46:28 AM CDT
 By: jeastes_aepa

Question #10

Please confirm whether a bid bond is required for this bid.

Answers
 No bid bond is required for this bid.

Aug 12, 2022 10:31:38 AM CDT
 By: Quill Corporation - bidquill

Aug 15, 2022 12:38:25 PM CDT
 By: jeastes_aepa

Question #11

Are vendors who do not supply the core items encouraged to respond to this bid?

Answers
 Yes. However, the scope of the bid states "AEPA and Member Agencies prefer a single vendor with a comprehensive array of products. However, because of the unique nature of School & Instructional Supplies products, Member Agencies may consider multiple awards, if the lowest, best-value bids come from Bidders whose business concentrates on subset of School & Instructional Supplies, such as 1) STEM/STEAM, 2) Art, 3) or Special/Alternative Education."

Aug 12, 2022 11:15:19 AM CDT
 By: IXL Learning, Inc. - IXLmath

Aug 17, 2022 4:29:27 PM CDT
 By: jeastes_aepa

Question #12

Our company does not have a published catalog. Our Company website serves as our online catalog with complete inventory and pricing provided. Will listing our website as a reference to view our products online be acceptable for the "Catalog Bid" category?

Answers
 All the mandatory tabs on Form F (Excel spreadsheet) must be filled out for bid evaluation purposes. Your company website serving as your online catalog is acceptable if everything on your website is included in your bid submission.

Aug 16, 2022 5:35:32 PM CDT
 By: MUSIC IN MOTION - music1

Aug 17, 2022 4:24:44 PM CDT
 By: jeastes_aepa

Question #13

Our retail prices can possibly change daily. However, our discounts from retail will stay the same during the term of the contract. Our most up to date pricing will be on our website. There is no way we can submit the price changes daily to you. Is this acceptable?

Answers
 The items must be submitted for review/approval before prices can be changed. State agencies must be able to document/defend price increases if they differ from the submitted bit price, which is impossible without the review/approval process. Form B, Item 9.a.ii states "New Catalogs/Price Changes: New catalogs and corresponding nationally published price lists may be submitted throughout the term of the contract and shall be submitted to the AEPA Category Committee for review prior to release to all AEPA Member Agencies. Prices may change based on manufacturer's price changes, new published pricing or price lists, but the original discount bid shall remain firm for the duration of the contract."

Aug 17, 2022 12:02:04 PM CDT
 By: Michaels Stores Inc & Subs - mikeproedu

Aug 17, 2022 4:42:36 PM CDT
 By: jeastes_aepa

Question #14

Form A - Company Information states it requires manual signature. Since the form is to be uploaded to Public Purchase, please confirm you will accept electronic signatures.

Answers
 Yes, electronic signatures are acceptable.

Aug 18, 2022 10:15:00 AM CDT
 By: Teaching Strategies, LLC - sayrahughes

Aug 19, 2022 11:21:06 AM CDT
 By: jeastes_aepa

As a note, AEPA does not have a document labeled as Form A asking for a signature. Please ensure

Aug 19, 2022 12:19:48 PM CDT

you are using the correct documents downloaded directly from Public Purchase for the AEPA Bid #023 - D School & Instructional Supplies. Signatures are required in Part E of the current documents.

By: jeastes_aepa

Archive

Reject

Answer

Question #15

Form A does not have a field for notary declaration statement, notary signature, or notary seal. Does it have to be notarized? If so, will you accept an electronic notary?

Aug 18, 2022 10:15:45 AM CDT

By: Teaching Strategies, LLC - sayrahughes

Answers

AEPA does not require the company signatures to be notarized. If notarized, an electronic notary is acceptable.

Aug 19, 2022 12:38:05 PM CDT

By: jeastes_aepa

As a note, AEPA does not have a document labeled as Form A. Please ensure you are using the correct documents downloaded directly from Public Purchase for the AEPA Bid #023 - D School & Instructional Supplies. Signatures are required in Part E of the current documents.

Archive

Reject

Answer

Question #16

The bid documents reference a Bi-annual meeting participation requirement. Is there an alternative if an awarded vendor cannot be present for the bi-annual meetings? Do the meetings have a virtual option?

Aug 18, 2022 11:39:34 AM CDT

By: MUSIC IN MOTION - music1

Answers

The bi-annual meeting is required. Our organization is unique and one of the ways we are set apart from other cooperatives is how we involve our vendor partners. We believe that the bi-annual meetings, where we are face-to-face, is the best way to develop relationships that help generate sales and service to our customers.

Aug 19, 2022 11:21:39 AM CDT

By: jeastes_aepa

Archive

Reject

Answer

Question #17

There are a few items that have very similar descriptions. Can you please review and clarify the descriptions?

Aug 22, 2022 11:27:05 AM CDT

By: School Specialty - SSIuser

Item # 27 - CRAYOLA COLORED PENCILS, ASSORTED COLORS, 12/PACK

and

Item # 42 - CRAYOLA PENCILS COLORED SET OF 12

Do you want the same item?

Item # 28 - CRAYOLA CRAYONS TUCK STD SIZE SET OF 8

and

Item # 29 - CRAYOLA CRAYONS ASSORTED COLORS, 8/BOX

Do you want the same item?

Item # 33 - CRAYOLA KID'S MARKERS, BROAD LINE, ASSORTED COLORS, 10/PACK (58-7722)

and

Item # 35 - CRAYOLA MARKER BROAD LINE CLASSIC SET OF 10

Do you want the same item?

Item # 30 - CRAYOLA CRAYONS MULTICULTURAL STD SIZE SET OF 8

The multi-cultural crayons are being discontinued by Crayola. Is there a different item you would like?

Thank you!

Answers

For Items 27-33:

Response: Listing the same item twice was an oversight on our part. Please provide the same information for both lines.

For Item 30: If the product will be available at the time of your submission, please list that price. If not, please leave that item blank.

For Items 40 and 43: : Listing the same item twice was an oversight on our part. Please provide the same information for both lines.

Aug 24, 2022 4:02:42 PM CDT

By: jeastes_aepa

Archive

Reject

Answer

Question #18

Can you please review and clarify the description for the following items:

Aug 22, 2022 11:28:40 AM CDT

By: School Specialty - SSIuser

Item # 40 - CRAYOLA PAINT WATERCOLOR SEMI MOIST WASH 8 COLOR SQUARE PAN

and

Item # 43 - CRAYOLA WASHABLE WATERCOLORS, ASSORTED

Do you want the same item?

Answers

For Items 40 and 43: : Listing the same item twice was an oversight on our part. Please provide the same information for both lines.

Aug 24, 2022 4:03:17 PM CDT

By: jeastes_aepa

Archive

Reject

Answer

Question #19

How would you prefer to have us call out any freight exceptions in our response?

Aug 23, 2022 9:53:29 AM CDT
By: School Specialty - SSIuser

Answers

Deviations regarding freight terms should be listed in the chart that appears on page 13 of Part D.

Aug 24, 2022 4:04:05 PM CDT
By: jeastes_aepa

Answer

Archive

Reject

Ask a Question

View Bid

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From: [Public Purchase](#)
To: [Jane Eastes](#)
Cc: [George Wilson](#); [Melissa Mattson](#); [Steve Griggs](#); [Lisa Truax](#)
Subject: [External]Addendum Release Successful on Bid IFB #023-D - School & Instructional Supplies
Date: Friday, August 19, 2022 12:35:39 PM

Jane Eastes:

Bid "IFB #023-D - School & Instructional Supplies"
Status: Release Successful on Aug 2, 2022 9:00:04 AM CDT

You can check the released bid by going to the following address:
<http://www.publicpurchase.com/gems/bid/bidView?bidId=159996>

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

Thank you for using Public Purchase.

MK= /m8sir1vYeKHRYLj+d1dKQ==

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

Bid IFB #023-D - School & Instructional Supplies Addendum #1 - Addendum

Information Deleted: Deleted
 Information Added: Added

8/19/2022 - The title page of Part C has been corrected. See the highlights on page 1 of Part C.

Bid Type IFB
Bid Number 023-D
Title School & Instructional Supplies
Start Date Aug 2, 2022 9:00:04 AM CDT
End Date Sep 13, 2022 12:30:00 PM CDT
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

Scope of Bid

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

1. Respond to request from a number of different types of educational, governmental and public institutions seeking School & Instructional Supplies.
2. These parts and supplies will include but are not limited to: School & Instructional Supplies, including classroom and meeting room supplies, printing, art supplies, specialty (non-standard) classroom equipment and furniture, discipline-specific teaching aids and supplies for age specific instruction from early childhood to adult.
3. Types of services may include but are not limited to installation and support services normal to a School & Instructional Supplies catalog.

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

AEPA and Member Agencies prefer a single vendor with a comprehensive array of products. However, because of the unique nature of School & Instructional Supplies products, Member Agencies may consider multiple awards, if the lowest, best-value bids come from Bidders whose business concentrates on subset of School & Instructional Supplies, such as 1) STEM/STEAM, 2) Art, 3) or Special/Alternative Education.

Pre-Bid Conference

Date: Aug 17, 2022 11:30:00 AM CDT
Location: Voluntary Pre-Bid Conference Call
Notes:

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

Voluntary Pre-Solicitation Conference Call Schedule (All Categories)

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

Conference Call Number/Online Connection:
<https://us02web.zoom.us/j/87228214926?pwd=djFVa0lDVC8zdFArK0prZUx3S0l1Zz09>
Meeting ID: 872 2821 4926
Passcode: 2MmdyN

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

No Attachments

Documents

Name	Posting Date	Acceptance
AEPA 023-D Part A - Terms and Conditions - FINAL.pdf	Aug 1, 2022 1:05:49 PM CDT	Yes
AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf	Aug 1, 2022 1:05:52 PM CDT	Yes
AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL - Amended 8.19.22..pdf	Aug 19, 2022 12:05:56 PM CD	Yes
AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx	Aug 1, 2022 1:06:03 PM CDT	Yes
AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf	Aug 1, 2022 1:06:08 PM CDT	Yes
AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx	Aug 1, 2022 1:06:13 PM CDT	Yes
AEPA Vendor Quarterly Report Template.pdf	Aug 1, 2022 1:06:18 PM CDT	Yes

[Return to Bid](#)



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

AEPA #023-D School & Instructional Supplies

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

1. AEPA Member Agency Terms and Conditions

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

2. Common Terms and Conditions

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

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

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

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

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

From: [Public Purchase](#)
To: [Lisa Truax](#)
Subject: [External]Public Purchase - IFB #023-D - School & Instructional Supplies Closed Notification
Date: Tuesday, September 13, 2022 12:30:05 PM

Lisa Truax:

The bid IFB #023-D - School & Instructional Supplies has closed on Sep 13, 2022 12:30:00 PM CDT

To see more details on this bid go to

<http://www.publicpurchase.com/gems/bid/bidView?bidId=159996>

Thank you for using Public Purchase.

MK= AupzEuPXOYbscRiBT2DaCw==

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Notifications Report

Agency Association of Educational Purchasing Agencies
 Bid Number 159996
 Bid Title School & Instructional Supplies

Vendor Name	State	Invitation	Date	Email	Reason
2Gz, Inc	TX	Classification	2022-08-02 08:13:12	Info@2gzlogistics.com	Bid Notification
3 Oaks Resource Group International	TX	Classification	2022-08-02 08:13:12	lcaswell@3oaksgroup.com	Bid Notification
4imprint	WI	Classification	2022-08-02 08:13:12	bids@4imprint.com	Bid Notification
A & A Glove & Safety Co	NJ	Classification	2022-08-02 08:13:12	joe@aaglove.com	Bid Notification
ACCO Brands USA LLC	IL	Classification	2022-08-02 08:13:12	directbid@acco.com	Bid Notification
ACT, Inc.	IA	Self Invited	2022-08-09 16:02:32	proposals@act.org	Bid Answer
ACT, Inc.	IA	Self Invited	2022-08-15 11:38:26	proposals@act.org	Bid Answer
ACT, Inc.	IA	Self Invited	2022-08-17 15:24:46	proposals@act.org	Bid Answer
ACT, Inc.	IA	Self Invited	2022-08-17 15:28:37	proposals@act.org	Bid Answer
ACT, Inc.	IA	Self Invited	2022-08-17 15:29:29	proposals@act.org	Bid Answer
ACT, Inc.	IA	Self Invited	2022-08-17 15:42:37	proposals@act.org	Bid Answer
ACT, Inc.	IA	Self Invited	2022-08-17 15:47:41	proposals@act.org	Bid Answer
ACT, Inc.	IA	Self Invited	2022-08-17 15:48:31	proposals@act.org	Bid Answer
ACT, Inc.	IA	Self Invited	2022-08-19 10:21:09	proposals@act.org	Bid Answer
ACT, Inc.	IA	Self Invited	2022-08-19 10:21:41	proposals@act.org	Bid Answer
ACT, Inc.	IA	Self Invited	2022-08-19 11:19:50	proposals@act.org	Bid Answer
ACT, Inc.	IA	Self Invited	2022-08-19 11:38:08	proposals@act.org	Bid Answer
ACT, Inc.	IA	Self Invited	2022-08-19 11:50:06	proposals@act.org	Addendum Notification
ACT, Inc.	IA	Self Invited	2022-08-22 10:46:29	proposals@act.org	Bid Answer
ACT, Inc.	IA	Self Invited	2022-08-24 15:02:44	proposals@act.org	Bid Answer
ACT, Inc.	IA	Self Invited	2022-08-24 15:03:17	proposals@act.org	Bid Answer
ACT, Inc.	IA	Self Invited	2022-08-24 15:04:06	proposals@act.org	Bid Answer
ACT, Inc.	IA	Self Invited	2022-08-30 14:20:35	proposals@act.org	Bid Answer
Actively Learn	WA	Classification	2022-08-02 08:13:12	noam@activelylearn.com	Bid Notification
Adaptivation, Incorporated	SD	Classification	2022-08-02 08:13:12	info@adaptivation.com	Bid Notification
Advanced Educational Products	NY	Classification	2022-08-02 08:13:12	bids@aepbooks.com	Bid Notification
Advertising/Marketing/Strategic Planning, LLC	OR	Classification	2022-08-02 08:13:12	lpocan@pacinfo.com	Bid Notification
AKJ Wholesale LLC	MD	Classification	2022-08-02 08:13:12	salessupport@akjeducation.com	Bid Notification
Alamo Classroom Solutions	TX	Classification	2022-08-02 08:13:12	pguzman@alamocrsolutions.com	Bid Notification
Aleph Objects, Inc.	CO	Classification	2022-08-02 08:13:12	sales@lulzbot.com	Bid Notification
Alliance Network Integrators LLC	IL	Classification	2022-08-02 08:13:12	taq@anetworkintegrators.com	Bid Notification
AllStar Business Concepts	TX	Classification	2022-08-02 08:13:12	jhurley@ytom.com	Bid Notification
ALPHAPROMED LLC	FL	Self Invited	2022-08-05 14:34:21	bids@alphapromed.com	Bid Answer
ALPHAPROMED LLC	FL	Self Invited	2022-08-05 14:34:33	bids@alphapromed.com	Bid Answer
ALPHAPROMED LLC	FL	Self Invited	2022-08-05 14:34:50	bids@alphapromed.com	Bid Answer
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ALPHAPROMED LLC	FL	Self Invited	2022-08-19 10:21:09	bids@alphapromed.com	Bid Answer
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ALPHAPROMED LLC	FL	Self Invited	2022-08-19 11:19:50	bids@alphapromed.com	Bid Answer
ALPHAPROMED LLC	FL	Self Invited	2022-08-19 11:38:08	bids@alphapromed.com	Bid Answer
ALPHAPROMED LLC	FL	Self Invited	2022-08-19 11:50:06	bids@alphapromed.com	Addendum Notification
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ALPHAPROMED LLC	FL	Self Invited	2022-08-24 15:02:44	bids@alphapromed.com	Bid Answer
ALPHAPROMED LLC	FL	Self Invited	2022-08-24 15:03:17	bids@alphapromed.com	Bid Answer
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ALPHAPROMED LLC	FL	Self Invited	2022-08-30 14:20:35	bids@alphapromed.com	Bid Answer
American Eagle Inc.	MI	Classification	2022-08-02 08:13:12	bids@teachersdiscovery.com	Bid Notification
American International Sales Corp.	AZ	Classification	2022-08-02 08:13:12	info@aisale.com	Bid Notification
Anatomage, Inc.	CA	Classification	2022-08-02 08:13:12	jacquelyn.cagnia@anatomage.com	Bid Notification

Anchorage Medical Equipment & Supplies, LLC / Anchorage Unlimited	TX	Classification	2022-08-02 08:13:12	dgriffin@anchoragemedicalsuppl ies.com	Bid Notification
Andrea Communications LLC	NY	Classification	2022-08-02 08:13:12	cgarafola@andreacommunicatio ns.com	Bid Notification
AnyPromo	CA	Classification	2022-08-02 08:13:12	epro@anypromo.com	Bid Notification
AP Sound, Inc.	FL	Classification	2022-08-02 08:13:12	mark@allprosound.com	Bid Notification
Apogee Components, Inc.	CO	Classification	2022-08-02 08:13:12	purchaseorders@apogeerockets. com	Bid Notification
Applied Medical Technologies, Inc	NC	Classification	2022-08-02 08:13:12	mark@aircleansystems.com	Bid Notification
Archangel Tablets LLC	FL	Self Invited	2022-08-30 14:20:35	josh@archangeltablets.com	Bid Answer
ASI Associates	MI	Classification	2022-08-02 08:13:12	collin@arborsci.com	Bid Notification
Attainment Company Inc.	WI	Self Invited	2022-08-05 14:34:21	bidspec@attainmentcompany.co m	Bid Answer
Attainment Company Inc.	WI	Self Invited	2022-08-05 14:34:33	bidspec@attainmentcompany.co m	Bid Answer
Attainment Company Inc.	WI	Self Invited	2022-08-05 14:34:50	bidspec@attainmentcompany.co m	Bid Answer
Attainment Company Inc.	WI	Self Invited	2022-08-05 14:35:01	bidspec@attainmentcompany.co m	Bid Answer
Attainment Company Inc.	WI	Self Invited	2022-08-09 16:02:32	bidspec@attainmentcompany.co m	Bid Answer
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Attainment Company Inc.	WI	Self Invited	2022-08-19 10:21:09	bidspec@attainmentcompany.co m	Bid Answer
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Attainment Company Inc.	WI	Self Invited	2022-08-19 11:38:08	bidspec@attainmentcompany.co m	Bid Answer
Attainment Company Inc.	WI	Self Invited	2022-08-19 11:50:06	bidspec@attainmentcompany.co m	Addendum Notification
Attainment Company Inc.	WI	Self Invited	2022-08-22 10:46:29	bidspec@attainmentcompany.co m	Bid Answer
Attainment Company Inc.	WI	Self Invited	2022-08-24 15:02:44	bidspec@attainmentcompany.co m	Bid Answer
Attainment Company Inc.	WI	Self Invited	2022-08-24 15:03:17	bidspec@attainmentcompany.co m	Bid Answer
Attainment Company Inc.	WI	Self Invited	2022-08-24 15:04:06	bidspec@attainmentcompany.co m	Bid Answer
Attainment Company Inc.	WI	Self Invited	2022-08-30 14:20:35	bidspec@attainmentcompany.co m	Bid Answer
Audio Enhancement, Inc.	UT	Classification	2022-08-02 08:13:12	cheryl.burckhard@audioenhance ment.com	Bid Notification
Audio Enhancement, Inc.	UT	Classification	2022-08-05 14:34:21	cheryl.burckhard@audioenhance ment.com	Bid Answer
Audio Enhancement, Inc.	UT	Classification	2022-08-05 14:34:33	cheryl.burckhard@audioenhance ment.com	Bid Answer
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Audio Enhancement, Inc.	UT	Classification	2022-08-09 16:02:32	cheryl.burckhard@audioenhancement.com	Bid Answer
Audio Enhancement, Inc.	UT	Classification	2022-08-15 11:38:26	cheryl.burckhard@audioenhancement.com	Bid Answer
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Audio Enhancement, Inc.	UT	Classification	2022-08-17 15:48:31	cheryl.burckhard@audioenhancement.com	Bid Answer
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Audio Enhancement, Inc.	UT	Classification	2022-08-19 11:19:50	cheryl.burckhard@audioenhancement.com	Bid Answer
Audio Enhancement, Inc.	UT	Classification	2022-08-19 11:38:08	cheryl.burckhard@audioenhancement.com	Bid Answer
Audio Enhancement, Inc.	UT	Classification	2022-08-19 11:50:06	cheryl.burckhard@audioenhancement.com	Addendum Notification
Audio Enhancement, Inc.	UT	Classification	2022-08-22 10:46:29	cheryl.burckhard@audioenhancement.com	Bid Answer
Audio Enhancement, Inc.	UT	Classification	2022-08-24 15:02:44	cheryl.burckhard@audioenhancement.com	Bid Answer
Audio Enhancement, Inc.	UT	Classification	2022-08-24 15:03:17	cheryl.burckhard@audioenhancement.com	Bid Answer
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Audio Video Information and Entertainment Systems	KS	Classification	2022-08-02 08:13:12	richl@aviestech.com	Bid Notification
AUDIO VISUAL AIDS COMPANY	TX	Classification	2022-08-02 08:13:12	dblalock@audiovisualaids.com	Bid Notification
AUDIO VISUAL AIDS CORP	TX	Classification	2022-08-02 08:13:12	avacorp@audiovisualaids.com	Bid Notification
AVES AUDIO VISUAL SYSTEMS, INC.	TX	Classification	2022-08-02 08:13:12	sales@avesav.com	Bid Notification
AVI Systems Inc.	KS	Classification	2022-08-02 08:13:12	joe.athon@avisystems.com	Bid Notification
AVI-SPL	FL	Classification	2022-08-02 08:13:12	ian.jones@avispl.com	Bid Notification
AVI-SPL LLC	FL	Classification	2022-08-02 08:13:12	bids@avispl.com	Bid Notification
AVI-SPL LLC	FL	Classification	2022-08-30 14:20:35	bids@avispl.com	Bid Answer
AVIATE ENTERPRISES, INC.	CA	Classification	2022-08-02 08:13:12	sales@aviateinc.com	Bid Notification
AvMEDICAL, LLC.	TN	Classification	2022-08-02 08:13:12	quotes@avmedical.com	Bid Notification
B & H Foto & Electronics Corp.	NY	Classification	2022-08-02 08:13:12	govedbids@bhphotovideo.com	Bid Notification
B.E. Publishing	RI	Classification	2022-08-02 08:13:12	erin@bepublishing.com	Bid Notification
B.E. Publishing	RI	Classification	2022-08-05 14:34:21	erin@bepublishing.com	Bid Answer
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B.E. Publishing	RI	Classification	2022-08-09 16:02:32	erin@bepublishing.com	Bid Answer
B.E. Publishing	RI	Classification	2022-08-15 11:38:26	erin@bepublishing.com	Bid Answer
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B.E. Publishing	RI	Classification	2022-08-17 15:42:37	erin@bepublishing.com	Bid Answer
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B.E. Publishing	RI	Classification	2022-08-19 11:19:50	erin@bepublishing.com	Bid Answer
B.E. Publishing	RI	Classification	2022-08-19 11:38:08	erin@bepublishing.com	Bid Answer
B.E. Publishing	RI	Classification	2022-08-19 11:50:06	erin@bepublishing.com	Addendum Notification

B.E. Publishing	RI	Classification	2022-08-22 10:46:29	erin@bepublishing.com	Bid Answer
B.E. Publishing	RI	Classification	2022-08-24 15:02:44	erin@bepublishing.com	Bid Answer
B.E. Publishing	RI	Classification	2022-08-24 15:03:17	erin@bepublishing.com	Bid Answer
B.E. Publishing	RI	Classification	2022-08-24 15:04:06	erin@bepublishing.com	Bid Answer
B.E. Publishing	RI	Classification	2022-08-30 14:20:35	erin@bepublishing.com	Bid Answer
B2G SALES LLC	MN	Classification	2022-08-02 08:13:12	CBLOOM@B2GSALESLLC.COM	Bid Notification
Background Investigation Bureau, LLC	NC	Classification	2022-08-02 08:13:12	dgbison@bib.com	Bid Notification
Barber Marketing, Inc.	NY	Classification	2022-08-02 08:13:12	dave.durbin@bmisupply.com	Bid Notification
Barnes & Noble Booksellers, Inc.	NY	Classification	2022-08-02 08:13:12	businessdevelopmentbids@bn.com	Bid Notification
Barnes & Noble Booksellers, Inc.	NY	Classification	2022-08-05 14:34:21	businessdevelopmentbids@bn.com	Bid Answer
Barnes & Noble Booksellers, Inc.	NY	Classification	2022-08-05 14:34:33	businessdevelopmentbids@bn.com	Bid Answer
Barnes & Noble Booksellers, Inc.	NY	Classification	2022-08-05 14:34:50	businessdevelopmentbids@bn.com	Bid Answer
Barnes & Noble Booksellers, Inc.	NY	Classification	2022-08-05 14:35:01	businessdevelopmentbids@bn.com	Bid Answer
Barnes & Noble Booksellers, Inc.	NY	Classification	2022-08-09 16:02:32	businessdevelopmentbids@bn.com	Bid Answer
Barnes & Noble Booksellers, Inc.	NY	Classification	2022-08-15 11:38:26	businessdevelopmentbids@bn.com	Bid Answer
Barnes & Noble Booksellers, Inc.	NY	Classification	2022-08-17 15:24:46	businessdevelopmentbids@bn.com	Bid Answer
Barnes & Noble Booksellers, Inc.	NY	Classification	2022-08-17 15:28:36	businessdevelopmentbids@bn.com	Bid Answer
Barnes & Noble Booksellers, Inc.	NY	Classification	2022-08-17 15:29:29	businessdevelopmentbids@bn.com	Bid Answer
Barnes & Noble Booksellers, Inc.	NY	Classification	2022-08-17 15:42:37	businessdevelopmentbids@bn.com	Bid Answer
Barnes & Noble Booksellers, Inc.	NY	Classification	2022-08-17 15:47:41	businessdevelopmentbids@bn.com	Bid Answer
Barnes & Noble Booksellers, Inc.	NY	Classification	2022-08-17 15:48:31	businessdevelopmentbids@bn.com	Bid Answer
Barnes & Noble Booksellers, Inc.	NY	Classification	2022-08-19 10:21:09	businessdevelopmentbids@bn.com	Bid Answer
Barnes & Noble Booksellers, Inc.	NY	Classification	2022-08-19 10:21:41	businessdevelopmentbids@bn.com	Bid Answer
Barnes & Noble Booksellers, Inc.	NY	Classification	2022-08-19 11:19:50	businessdevelopmentbids@bn.com	Bid Answer
Barnes & Noble Booksellers, Inc.	NY	Classification	2022-08-19 11:38:08	businessdevelopmentbids@bn.com	Bid Answer
Barnes & Noble Booksellers, Inc.	NY	Classification	2022-08-19 11:50:06	businessdevelopmentbids@bn.com	Addendum Notification
Barnes & Noble Booksellers, Inc.	NY	Classification	2022-08-22 10:46:29	businessdevelopmentbids@bn.com	Bid Answer
Barnes & Noble Booksellers, Inc.	NY	Classification	2022-08-24 15:02:44	businessdevelopmentbids@bn.com	Bid Answer
Barnes & Noble Booksellers, Inc.	NY	Classification	2022-08-24 15:03:17	businessdevelopmentbids@bn.com	Bid Answer
Barnes & Noble Booksellers, Inc.	NY	Classification	2022-08-24 15:04:06	businessdevelopmentbids@bn.com	Bid Answer
Barnes & Noble Booksellers, Inc.	NY	Classification	2022-08-30 14:20:35	businessdevelopmentbids@bn.com	Bid Answer
Base 4 Tech, LLC	FL	Classification	2022-08-02 08:13:12	soniam@vibedesigngroup.net	Bid Notification
BEAUTIFUL VENTURES INC	TX	Classification	2022-08-02 08:13:12	Fran@bviresourcesusa.com	Bid Notification
Benz Microscope Optics Center, Inc	MI	Classification	2022-08-02 08:13:12	benzmicroscope@aol.com	Bid Notification
Bernie's Photo Center, Inc.	PA	Classification	2022-08-02 08:13:12	bruce817@yahoo.com	Bid Notification
Better Office Systems, LLC	GA	Classification	2022-08-02 08:13:12	jzamora@bosbiz.com	Bid Notification
Beyond Play LLC	CA	Classification	2022-08-02 08:13:12	custserv@beyondplay.com	Bid Notification
BG Innovations, Inc.	MN	Classification	2022-08-30 21:11:56	chris@bgi-usa.net	Bid Notification
Bio Company Inc	MN	Classification	2022-08-02 08:13:12	info@biologyproducts.com	Bid Notification
Bio-Rad Laboratories, Inc	CA	Classification	2022-08-02 08:13:12	LSG.Bids.US@Bio-Rad.com	Bid Notification
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Bio-Rad Laboratories, Inc	CA	Classification	2022-08-05 14:34:50	LSG.Bids.US@Bio-Rad.com	Bid Answer

Bio-Rad Laboratories, Inc	CA	Classification	2022-08-05 14:35:01	LSG.Bids.US@Bio-Rad.com	Bid Answer
Bio-Rad Laboratories, Inc	CA	Classification	2022-08-09 16:02:32	LSG.Bids.US@Bio-Rad.com	Bid Answer
Bio-Rad Laboratories, Inc	CA	Classification	2022-08-15 11:38:26	LSG.Bids.US@Bio-Rad.com	Bid Answer
Bio-Rad Laboratories, Inc	CA	Classification	2022-08-17 15:24:46	LSG.Bids.US@Bio-Rad.com	Bid Answer
Bio-Rad Laboratories, Inc	CA	Classification	2022-08-17 15:28:37	LSG.Bids.US@Bio-Rad.com	Bid Answer
Bio-Rad Laboratories, Inc	CA	Classification	2022-08-17 15:29:29	LSG.Bids.US@Bio-Rad.com	Bid Answer
Bio-Rad Laboratories, Inc	CA	Classification	2022-08-17 15:42:37	LSG.Bids.US@Bio-Rad.com	Bid Answer
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Bio-Rad Laboratories, Inc	CA	Classification	2022-08-19 11:19:50	LSG.Bids.US@Bio-Rad.com	Bid Answer
Bio-Rad Laboratories, Inc	CA	Classification	2022-08-19 11:38:08	LSG.Bids.US@Bio-Rad.com	Bid Answer
Bio-Rad Laboratories, Inc	CA	Classification	2022-08-19 11:50:06	LSG.Bids.US@Bio-Rad.com	Addendum Notification
Bio-Rad Laboratories, Inc	CA	Classification	2022-08-22 10:46:29	LSG.Bids.US@Bio-Rad.com	Bid Answer
Bio-Rad Laboratories, Inc	CA	Classification	2022-08-24 15:02:44	LSG.Bids.US@Bio-Rad.com	Bid Answer
Bio-Rad Laboratories, Inc	CA	Classification	2022-08-24 15:03:17	LSG.Bids.US@Bio-Rad.com	Bid Answer
Bio-Rad Laboratories, Inc	CA	Classification	2022-08-24 15:04:06	LSG.Bids.US@Bio-Rad.com	Bid Answer
Bio-Rad Laboratories, Inc	CA	Classification	2022-08-30 14:20:35	LSG.Bids.US@Bio-Rad.com	Bid Answer
Biway International Technology Inc	TX	Classification	2022-08-02 08:13:12	josephwwang@gmail.com	Bid Notification
Blick Art Materials LLC	IL	Self Invited	2022-08-09 16:02:32	Contracts@dickblick.com	Bid Answer
Blick Art Materials LLC	IL	Self Invited	2022-08-15 11:38:26	Contracts@dickblick.com	Bid Answer
Blick Art Materials LLC	IL	Self Invited	2022-08-17 15:24:46	Contracts@dickblick.com	Bid Answer
Blick Art Materials LLC	IL	Self Invited	2022-08-17 15:28:37	Contracts@dickblick.com	Bid Answer
Blick Art Materials LLC	IL	Self Invited	2022-08-17 15:29:29	Contracts@dickblick.com	Bid Answer
Blick Art Materials LLC	IL	Self Invited	2022-08-17 15:42:37	Contracts@dickblick.com	Bid Answer
Blick Art Materials LLC	IL	Self Invited	2022-08-17 15:47:41	Contracts@dickblick.com	Bid Answer
Blick Art Materials LLC	IL	Self Invited	2022-08-17 15:48:31	Contracts@dickblick.com	Bid Answer
Blick Art Materials LLC	IL	Self Invited	2022-08-19 10:21:09	Contracts@dickblick.com	Bid Answer
Blick Art Materials LLC	IL	Self Invited	2022-08-19 10:21:41	Contracts@dickblick.com	Bid Answer
Blick Art Materials LLC	IL	Self Invited	2022-08-19 11:19:50	Contracts@dickblick.com	Bid Answer
Blick Art Materials LLC	IL	Self Invited	2022-08-19 11:38:08	Contracts@dickblick.com	Bid Answer
Blick Art Materials LLC	IL	Self Invited	2022-08-19 11:50:06	Contracts@dickblick.com	Addendum Notification
Blick Art Materials LLC	IL	Self Invited	2022-08-22 10:46:29	Contracts@dickblick.com	Bid Answer
Blick Art Materials LLC	IL	Self Invited	2022-08-24 15:02:44	Contracts@dickblick.com	Bid Answer
Blick Art Materials LLC	IL	Self Invited	2022-08-24 15:03:17	Contracts@dickblick.com	Bid Answer
Blick Art Materials LLC	IL	Self Invited	2022-08-24 15:04:06	Contracts@dickblick.com	Bid Answer
Blick Art Materials LLC	IL	Self Invited	2022-08-30 14:20:35	Contracts@dickblick.com	Bid Answer
Blue Tech Inc.	CA	Classification	2022-08-02 08:13:12	jdolph@bluetech.com	Bid Notification
Blusource	OK	Classification	2022-08-02 08:13:12	lsmith@myblusource.com	Bid Notification
Bloom	MS	Self Invited	2022-08-22 10:46:29	charlotte.daves@bloom.com	Bid Answer
Bloom	MS	Self Invited	2022-08-24 15:02:44	charlotte.daves@bloom.com	Bid Answer
Bloom	MS	Self Invited	2022-08-24 15:03:17	charlotte.daves@bloom.com	Bid Answer
Bloom	MS	Self Invited	2022-08-24 15:04:06	charlotte.daves@bloom.com	Bid Answer
Bloom	MS	Self Invited	2022-08-30 14:20:35	charlotte.daves@bloom.com	Bid Answer
Bloom USA, Inc.	AZ	Classification	2022-08-17 15:24:46	Rosalee.Otaki@bloom.com	Bid Answer
Bloom USA, Inc.	AZ	Classification	2022-08-17 15:28:37	Rosalee.Otaki@bloom.com	Bid Answer
Bloom USA, Inc.	AZ	Classification	2022-08-17 15:29:29	Rosalee.Otaki@bloom.com	Bid Answer
Bloom USA, Inc.	AZ	Classification	2022-08-17 15:42:37	Rosalee.Otaki@bloom.com	Bid Answer
Bloom USA, Inc.	AZ	Classification	2022-08-17 15:47:41	Rosalee.Otaki@bloom.com	Bid Answer
Bloom USA, Inc.	AZ	Classification	2022-08-17 15:48:31	Rosalee.Otaki@bloom.com	Bid Answer
Bloom USA, Inc.	AZ	Self Invited	2022-08-19 10:21:09	frank.cermatori@bloom.com	Bid Answer
Bloom USA, Inc.	AZ	Classification	2022-08-19 10:21:09	Rosalee.Otaki@bloom.com	Bid Answer
Bloom USA, Inc.	AZ	Self Invited	2022-08-19 10:21:41	frank.cermatori@bloom.com	Bid Answer
Bloom USA, Inc.	AZ	Classification	2022-08-19 10:21:41	Rosalee.Otaki@bloom.com	Bid Answer
Bloom USA, Inc.	AZ	Self Invited	2022-08-19 11:19:50	frank.cermatori@bloom.com	Bid Answer
Bloom USA, Inc.	AZ	Classification	2022-08-19 11:19:50	Rosalee.Otaki@bloom.com	Bid Answer
Bloom USA, Inc.	AZ	Classification	2022-08-19 11:38:08	Rosalee.Otaki@bloom.com	Bid Answer
Bloom USA, Inc.	AZ	Self Invited	2022-08-19 11:38:08	frank.cermatori@bloom.com	Bid Answer
Bloom USA, Inc.	AZ	Self Invited	2022-08-19 11:50:06	frank.cermatori@bloom.com	Addendum Notification
Bloom USA, Inc.	AZ	Classification	2022-08-19 11:50:06	Rosalee.Otaki@bloom.com	Addendum Notification
Bloom USA, Inc.	AZ	Self Invited	2022-08-22 10:46:29	frank.cermatori@bloom.com	Bid Answer
Bloom USA, Inc.	AZ	Classification	2022-08-22 10:46:29	Rosalee.Otaki@bloom.com	Bid Answer
Bloom USA, Inc.	AZ	Self Invited	2022-08-24 15:02:44	frank.cermatori@bloom.com	Bid Answer
Bloom USA, Inc.	AZ	Classification	2022-08-24 15:02:44	Rosalee.Otaki@bloom.com	Bid Answer
Bloom USA, Inc.	AZ	Classification	2022-08-24 15:03:17	Rosalee.Otaki@bloom.com	Bid Answer

Bloom USA, Inc.	AZ	Self Invited	2022-08-24 15:03:17	frank.cermatori@bluum.com	Bid Answer
Bloom USA, Inc.	AZ	Classification	2022-08-24 15:04:06	Rosalee.Otaki@bluum.com	Bid Answer
Bloom USA, Inc.	AZ	Self Invited	2022-08-24 15:04:06	frank.cermatori@bluum.com	Bid Answer
Bloom USA, Inc.	AZ	Self Invited	2022-08-30 14:20:35	frank.cermatori@bluum.com	Bid Answer
Bloom USA, Inc.	AZ	Classification	2022-08-30 14:20:35	Rosalee.Otaki@bluum.com	Bid Answer
Bloom USA, Inc.	AZ	Classification	2022-09-12 09:59:00	Rosalee.Otaki@bluum.com	Bid Notification
BMI EDUCATIONAL SERVICES	NJ	Classification	2022-08-02 08:13:12	DGRISCHUK@BMIONLINE.COM	Bid Notification
BookNook Inc.	CA	Classification	2022-08-02 08:13:12	corporate@booknooklearning.cc m	Bid Notification
BookNook Inc.	CA	Classification	2022-08-05 14:34:21	corporate@booknooklearning.cc m	Bid Answer
BookNook Inc.	CA	Classification	2022-08-05 14:34:33	corporate@booknooklearning.cc m	Bid Answer
BookNook Inc.	CA	Classification	2022-08-05 14:34:50	corporate@booknooklearning.cc m	Bid Answer
BookNook Inc.	CA	Classification	2022-08-05 14:35:01	corporate@booknooklearning.cc m	Bid Answer
BookNook Inc.	CA	Classification	2022-08-09 16:02:32	corporate@booknooklearning.cc m	Bid Answer
BookNook Inc.	CA	Classification	2022-08-15 11:38:26	corporate@booknooklearning.cc m	Bid Answer
BookNook Inc.	CA	Classification	2022-08-17 15:24:46	corporate@booknooklearning.cc m	Bid Answer
BookNook Inc.	CA	Classification	2022-08-17 15:28:37	corporate@booknooklearning.cc m	Bid Answer
BookNook Inc.	CA	Classification	2022-08-17 15:29:29	corporate@booknooklearning.cc m	Bid Answer
BookNook Inc.	CA	Classification	2022-08-17 15:42:37	corporate@booknooklearning.cc m	Bid Answer
BookNook Inc.	CA	Classification	2022-08-17 15:47:41	corporate@booknooklearning.cc m	Bid Answer
BookNook Inc.	CA	Classification	2022-08-17 15:48:31	corporate@booknooklearning.cc m	Bid Answer
BookNook Inc.	CA	Classification	2022-08-19 10:21:09	corporate@booknooklearning.cc m	Bid Answer
BookNook Inc.	CA	Classification	2022-08-19 10:21:41	corporate@booknooklearning.cc m	Bid Answer
BookNook Inc.	CA	Classification	2022-08-19 11:19:50	corporate@booknooklearning.cc m	Bid Answer
BookNook Inc.	CA	Classification	2022-08-19 11:38:08	corporate@booknooklearning.cc m	Bid Answer
BookNook Inc.	CA	Classification	2022-08-19 11:50:06	corporate@booknooklearning.cc m	Addendum Notification
BookNook Inc.	CA	Classification	2022-08-22 10:46:29	corporate@booknooklearning.cc m	Bid Answer
BookNook Inc.	CA	Classification	2022-08-24 15:02:44	corporate@booknooklearning.cc m	Bid Answer
BookNook Inc.	CA	Classification	2022-08-24 15:03:17	corporate@booknooklearning.cc m	Bid Answer
BookNook Inc.	CA	Classification	2022-08-24 15:04:06	corporate@booknooklearning.cc m	Bid Answer
BookNook Inc.	CA	Classification	2022-08-30 14:20:35	corporate@booknooklearning.cc m	Bid Answer
Bound To Stay Bound Books, Inc.	IL	Classification	2022-08-02 08:13:12	sgregory@btsb.com	Bid Notification
BrainX	CA	Classification	2022-08-02 08:13:12	CortneyL@BrainX.com	Bid Notification
Bright White Paper Co.	FL	Classification	2022-08-02 08:13:12	sharon@brightwhitepaper.com	Bid Notification
BT AND COMPANY LLC	GA	Self Invited	2022-08-15 11:38:26	melikehyman3@gmail.com	Bid Answer
BT AND COMPANY LLC	GA	Self Invited	2022-08-17 15:24:46	melikehyman3@gmail.com	Bid Answer
BT AND COMPANY LLC	GA	Self Invited	2022-08-17 15:28:37	melikehyman3@gmail.com	Bid Answer
BT AND COMPANY LLC	GA	Self Invited	2022-08-17 15:29:29	melikehyman3@gmail.com	Bid Answer
BT AND COMPANY LLC	GA	Self Invited	2022-08-17 15:42:37	melikehyman3@gmail.com	Bid Answer
BT AND COMPANY LLC	GA	Self Invited	2022-08-17 15:47:41	melikehyman3@gmail.com	Bid Answer
BT AND COMPANY LLC	GA	Self Invited	2022-08-17 15:48:31	melikehyman3@gmail.com	Bid Answer
BT AND COMPANY LLC	GA	Self Invited	2022-08-19 10:21:09	melikehyman3@gmail.com	Bid Answer
BT AND COMPANY LLC	GA	Self Invited	2022-08-19 10:21:41	melikehyman3@gmail.com	Bid Answer
BT AND COMPANY LLC	GA	Self Invited	2022-08-19 11:19:50	melikehyman3@gmail.com	Bid Answer

BT AND COMPANY LLC	GA	Self Invited	2022-08-19 11:38:08	melikehyman3@gmail.com	Bid Answer
BT AND COMPANY LLC	GA	Self Invited	2022-08-19 11:50:06	melikehyman3@gmail.com	Addendum Notification
BT AND COMPANY LLC	GA	Self Invited	2022-08-22 10:46:29	melikehyman3@gmail.com	Bid Answer
BT AND COMPANY LLC	GA	Self Invited	2022-08-24 15:02:44	melikehyman3@gmail.com	Bid Answer
BT AND COMPANY LLC	GA	Self Invited	2022-08-24 15:03:17	melikehyman3@gmail.com	Bid Answer
BT AND COMPANY LLC	GA	Self Invited	2022-08-24 15:04:06	melikehyman3@gmail.com	Bid Answer
BT AND COMPANY LLC	GA	Self Invited	2022-08-30 14:20:35	melikehyman3@gmail.com	Bid Answer
Burlington English Inc.	FL	Classification	2022-08-02 08:13:12	melanie.f@burlingtonenglish.com	Bid Notification
Buy Rite	OH	Classification	2022-08-02 08:13:12	bwilliams.buyrite@gmail.com	Bid Notification
C-Tech Associates Inc.	NJ	Classification	2022-08-02 08:13:12	mikeb@c-techtraining.com	Bid Notification
C2 Imaging LLC	MN	Classification	2022-08-02 08:13:12	sales@getvisualz.com	Bid Notification
Cable and Connections Acquisition Company, LLC	OH	Classification	2022-08-02 08:13:12	l.watson@cableandconnections.com	Bid Notification
Cadan Computers	MN	Classification	2022-08-02 08:13:12	sales@cadan.com	Bid Notification
Call One Inc.	FL	Classification	2022-08-02 08:13:12	govbids@calloneonline.com	Bid Notification
Camcor, Inc.	NC	Classification	2022-08-02 08:13:12	bids@camcor.com	Bid Notification
Campus Survival Kits	VA	Classification	2022-08-02 08:13:12	amy@campussurvivalkits.com	Bid Notification
CARLEX	MI	Classification	2022-08-02 08:13:12	TERESA@CARLEXONLINE.COM	Bid Notification
Carlex, Inc	MI	Classification	2022-08-02 08:13:12	Megancarlex@earthlink.net	Bid Notification
Carson Dellosa Publishing LLC	NC	Classification	2022-08-02 08:13:12	bids@carsondellosa.com	Bid Notification
Carson Dellosa Publishing LLC	NC	Classification	2022-08-05 14:34:21	bids@carsondellosa.com	Bid Answer
Carson Dellosa Publishing LLC	NC	Classification	2022-08-05 14:34:33	bids@carsondellosa.com	Bid Answer
Carson Dellosa Publishing LLC	NC	Classification	2022-08-05 14:34:50	bids@carsondellosa.com	Bid Answer
Carson Dellosa Publishing LLC	NC	Classification	2022-08-05 14:35:01	bids@carsondellosa.com	Bid Answer
Carson Dellosa Publishing LLC	NC	Classification	2022-08-09 16:02:32	bids@carsondellosa.com	Bid Answer
Carson Dellosa Publishing LLC	NC	Classification	2022-08-15 11:38:26	bids@carsondellosa.com	Bid Answer
Carson Dellosa Publishing LLC	NC	Classification	2022-08-17 15:24:46	bids@carsondellosa.com	Bid Answer
Carson Dellosa Publishing LLC	NC	Classification	2022-08-17 15:28:37	bids@carsondellosa.com	Bid Answer
Carson Dellosa Publishing LLC	NC	Classification	2022-08-17 15:29:29	bids@carsondellosa.com	Bid Answer
Carson Dellosa Publishing LLC	NC	Classification	2022-08-17 15:42:37	bids@carsondellosa.com	Bid Answer
Carson Dellosa Publishing LLC	NC	Classification	2022-08-17 15:47:41	bids@carsondellosa.com	Bid Answer
Carson Dellosa Publishing LLC	NC	Classification	2022-08-17 15:48:31	bids@carsondellosa.com	Bid Answer
Carson Dellosa Publishing LLC	NC	Classification	2022-08-19 10:21:09	bids@carsondellosa.com	Bid Answer
Carson Dellosa Publishing LLC	NC	Classification	2022-08-19 10:21:41	bids@carsondellosa.com	Bid Answer
Carson Dellosa Publishing LLC	NC	Classification	2022-08-19 11:19:50	bids@carsondellosa.com	Bid Answer
Carson Dellosa Publishing LLC	NC	Classification	2022-08-19 11:38:08	bids@carsondellosa.com	Bid Answer
Carson Dellosa Publishing LLC	NC	Classification	2022-08-19 11:50:06	bids@carsondellosa.com	Addendum Notification
Carson Dellosa Publishing LLC	NC	Classification	2022-08-22 10:46:29	bids@carsondellosa.com	Bid Answer
Carson Dellosa Publishing LLC	NC	Classification	2022-08-24 15:02:44	bids@carsondellosa.com	Bid Answer
Carson Dellosa Publishing LLC	NC	Classification	2022-08-24 15:03:17	bids@carsondellosa.com	Bid Answer
Carson Dellosa Publishing LLC	NC	Classification	2022-08-24 15:04:06	bids@carsondellosa.com	Bid Answer
Carson Dellosa Publishing LLC	NC	Classification	2022-08-30 14:20:35	bids@carsondellosa.com	Bid Answer
CDI Computers	ON	Classification	2022-08-02 08:13:12	APagenhardt@trox.com	Bid Notification
CESMG, LLC	TN	Classification	2022-08-02 08:13:12	tom@cesmg.com	Bid Notification
Charles J Becker & Bro., Inc.	NJ	Classification	2022-08-02 08:13:12	robert.becker@cjbinc.com	Bid Notification
Chengzhi Corporation	CA	Classification	2022-08-02 08:13:12	franklin@iviewus.com	Bid Notification
Childswork/childisplay	NY	Classification	2022-08-02 08:13:12	Diane@4MCA.com	Bid Notification
Chip Taylor Communications, LLC	NH	Classification	2022-08-02 08:13:12	chip@chiptaylor.com	Bid Notification
CJIS GROUP LLC	FL	Classification	2022-08-02 08:13:12	region1@cjisgroup.com	Bid Notification
CJIS GROUP LLC	FL	Classification	2022-08-05 14:34:21	region1@cjisgroup.com	Bid Answer
CJIS GROUP LLC	FL	Classification	2022-08-05 14:34:33	region1@cjisgroup.com	Bid Answer
CJIS GROUP LLC	FL	Classification	2022-08-05 14:34:50	region1@cjisgroup.com	Bid Answer
CJIS GROUP LLC	FL	Classification	2022-08-05 14:35:01	region1@cjisgroup.com	Bid Answer
CJIS GROUP LLC	FL	Classification	2022-08-09 16:02:32	region1@cjisgroup.com	Bid Answer
CJIS GROUP LLC	FL	Classification	2022-08-15 11:38:26	region1@cjisgroup.com	Bid Answer
CJIS GROUP LLC	FL	Classification	2022-08-17 15:24:46	region1@cjisgroup.com	Bid Answer
CJIS GROUP LLC	FL	Classification	2022-08-17 15:28:37	region1@cjisgroup.com	Bid Answer
CJIS GROUP LLC	FL	Classification	2022-08-17 15:29:29	region1@cjisgroup.com	Bid Answer
CJIS GROUP LLC	FL	Classification	2022-08-17 15:42:37	region1@cjisgroup.com	Bid Answer
CJIS GROUP LLC	FL	Classification	2022-08-17 15:47:41	region1@cjisgroup.com	Bid Answer
CJIS GROUP LLC	FL	Classification	2022-08-17 15:48:31	region1@cjisgroup.com	Bid Answer
CJIS GROUP LLC	FL	Classification	2022-08-19 10:21:09	region1@cjisgroup.com	Bid Answer
CJIS GROUP LLC	FL	Classification	2022-08-19 10:21:41	region1@cjisgroup.com	Bid Answer
CJIS GROUP LLC	FL	Classification	2022-08-19 11:19:50	region1@cjisgroup.com	Bid Answer
CJIS GROUP LLC	FL	Classification	2022-08-19 11:38:08	region1@cjisgroup.com	Bid Answer

CJIS GROUP LLC	FL	Classification	2022-08-19 11:50:06	region1@cjisgroup.com	Addendum Notification
CJIS GROUP LLC	FL	Classification	2022-08-22 10:46:29	region1@cjisgroup.com	Bid Answer
CJIS GROUP LLC	FL	Classification	2022-08-24 15:02:44	region1@cjisgroup.com	Bid Answer
CJIS GROUP LLC	FL	Classification	2022-08-24 15:03:17	region1@cjisgroup.com	Bid Answer
CJIS GROUP LLC	FL	Classification	2022-08-24 15:04:06	region1@cjisgroup.com	Bid Answer
CJIS GROUP LLC	FL	Classification	2022-08-30 14:20:35	region1@cjisgroup.com	Bid Answer
Classroom Outfitters, LLC	FL	Classification	2022-08-02 08:13:12	laura@classroomoutfitters.com	Bid Notification
Climate Survival Solutions	CO	Self Invited	2022-08-22 10:46:29	tim@climatesurvivalsolutions.co m	Bid Answer
Climate Survival Solutions	CO	Self Invited	2022-08-24 15:02:44	tim@climatesurvivalsolutions.co m	Bid Answer
Climate Survival Solutions	CO	Self Invited	2022-08-24 15:03:17	tim@climatesurvivalsolutions.co m	Bid Answer
Climate Survival Solutions	CO	Self Invited	2022-08-24 15:04:06	tim@climatesurvivalsolutions.co m	Bid Answer
Climate Survival Solutions	CO	Self Invited	2022-08-30 14:20:35	tim@climatesurvivalsolutions.co m	Bid Answer
Coast to Coast Computer Products	CA	Classification	2022-08-02 08:13:12	melissa@coastcoast.com	Bid Notification
Commercial Sales & Service, Inc.	TX	Classification	2022-08-02 08:13:12	John.Gomez@csstv.com	Bid Notification
Commercial Sales & Service, Inc.	TX	Classification	2022-08-02 08:13:12	Jgo1977@yahoo.com	Bid Notification
Competitive Edge	IN	Classification	2022-08-02 08:13:12	mg@competitiveedgeonline.com	Bid Notification
Complete Book and Media Supply	TX	Classification	2022-08-02 08:13:12	paul@completebook.com	Bid Notification
Complete Book and Media Supply, Inc	TX	Self Invited	2022-08-15 11:38:26	kendall@completebook.com	Bid Answer
Complete Book and Media Supply, Inc	TX	Self Invited	2022-08-17 15:24:46	kendall@completebook.com	Bid Answer
Complete Book and Media Supply, Inc	TX	Self Invited	2022-08-17 15:28:37	kendall@completebook.com	Bid Answer
Complete Book and Media Supply, Inc	TX	Self Invited	2022-08-17 15:29:29	kendall@completebook.com	Bid Answer
Complete Book and Media Supply, Inc	TX	Self Invited	2022-08-17 15:42:37	kendall@completebook.com	Bid Answer
Complete Book and Media Supply, Inc	TX	Self Invited	2022-08-17 15:47:41	kendall@completebook.com	Bid Answer
Complete Book and Media Supply, Inc	TX	Self Invited	2022-08-17 15:48:31	kendall@completebook.com	Bid Answer
Complete Book and Media Supply, Inc	TX	Self Invited	2022-08-19 10:21:09	kendall@completebook.com	Bid Answer
Complete Book and Media Supply, Inc	TX	Self Invited	2022-08-19 10:21:41	kendall@completebook.com	Bid Answer
Complete Book and Media Supply, Inc	TX	Self Invited	2022-08-19 11:19:50	kendall@completebook.com	Bid Answer
Complete Book and Media Supply, Inc	TX	Self Invited	2022-08-19 11:38:08	kendall@completebook.com	Bid Answer
Complete Book and Media Supply, Inc	TX	Self Invited	2022-08-19 11:50:06	kendall@completebook.com	Addendum Notification
Complete Book and Media Supply, Inc	TX	Self Invited	2022-08-22 10:46:29	kendall@completebook.com	Bid Answer
Complete Book and Media Supply, Inc	TX	Self Invited	2022-08-24 15:02:44	kendall@completebook.com	Bid Answer
Complete Book and Media Supply, Inc	TX	Self Invited	2022-08-24 15:03:17	kendall@completebook.com	Bid Answer
Complete Book and Media Supply, Inc	TX	Self Invited	2022-08-24 15:04:06	kendall@completebook.com	Bid Answer
Complete Book and Media Supply, Inc	TX	Self Invited	2022-08-30 14:20:35	kendall@completebook.com	Bid Answer
Computer Network Designs LLC	TX	Classification	2022-08-02 08:13:12	sales@compuaces.com	Bid Notification
Computize	TX	Classification	2022-08-02 08:13:12	benniem@computize.com	Bid Notification
Conscendo Aviation Investments LLC	VA	Classification	2022-08-02 08:13:12	Ryan.whitaker@conscendo.net	Bid Notification
CONSTRUCTIVE PLAYTHINGS	MO	Classification	2022-08-02 08:13:12	bids@constructiveplaythings.co m	Bid Notification
CONSTRUCTIVE PLAYTHINGS	MO	Classification	2022-08-22 10:46:29	bids@constructiveplaythings.co m	Bid Answer
CONSTRUCTIVE PLAYTHINGS	MO	Classification	2022-08-24 15:02:44	bids@constructiveplaythings.co m	Bid Answer
CONSTRUCTIVE PLAYTHINGS	MO	Classification	2022-08-24 15:03:17	bids@constructiveplaythings.co m	Bid Answer
CONSTRUCTIVE PLAYTHINGS	MO	Classification	2022-08-24 15:04:06	bids@constructiveplaythings.co m	Bid Answer
CONSTRUCTIVE PLAYTHINGS	MO	Classification	2022-08-30 14:20:35	bids@constructiveplaythings.co m	Bid Answer
Creative-image technologies	KY	Classification	2022-08-02 08:13:12	lwalsh2@c-it.cc	Bid Notification
CrimeTech, Inc.	FL	Classification	2022-08-02 08:13:12	bsmith@crimetech.net	Bid Notification
Cultivate Group LLC	WI	Classification	2022-08-02 08:13:12	aulakhjaptej@gmail.com	Bid Notification
Data Image LLC	MI	Classification	2022-08-02 08:13:12	scott@dataimage.com	Bid Notification
Data Image LLC	MI	Classification	2022-08-05 14:34:21	scott@dataimage.com	Bid Answer
Data Image LLC	MI	Classification	2022-08-05 14:34:33	scott@dataimage.com	Bid Answer
Data Image LLC	MI	Classification	2022-08-05 14:34:50	scott@dataimage.com	Bid Answer
Data Image LLC	MI	Classification	2022-08-05 14:35:01	scott@dataimage.com	Bid Answer
Data Image LLC	MI	Classification	2022-08-09 16:02:32	scott@dataimage.com	Bid Answer
Data Image LLC	MI	Classification	2022-08-15 11:38:26	scott@dataimage.com	Bid Answer
Data Image LLC	MI	Classification	2022-08-17 15:24:46	scott@dataimage.com	Bid Answer
Data Image LLC	MI	Classification	2022-08-17 15:28:37	scott@dataimage.com	Bid Answer

Data Image LLC	MI	Classification	2022-08-17 15:29:29	scott@dataimage.com	Bid Answer
Data Image LLC	MI	Classification	2022-08-17 15:42:37	scott@dataimage.com	Bid Answer
Data Image LLC	MI	Classification	2022-08-17 15:47:41	scott@dataimage.com	Bid Answer
Data Image LLC	MI	Classification	2022-08-17 15:48:31	scott@dataimage.com	Bid Answer
Data Image LLC	MI	Classification	2022-08-19 10:21:09	scott@dataimage.com	Bid Answer
Data Image LLC	MI	Classification	2022-08-19 10:21:41	scott@dataimage.com	Bid Answer
Data Image LLC	MI	Classification	2022-08-19 11:19:50	scott@dataimage.com	Bid Answer
Data Image LLC	MI	Classification	2022-08-19 11:38:08	scott@dataimage.com	Bid Answer
Data Image LLC	MI	Classification	2022-08-19 11:50:06	scott@dataimage.com	Addendum Notification
Data Image LLC	MI	Classification	2022-08-22 10:46:29	scott@dataimage.com	Bid Answer
Data Image LLC	MI	Classification	2022-08-24 15:02:44	scott@dataimage.com	Bid Answer
Data Image LLC	MI	Classification	2022-08-24 15:03:17	scott@dataimage.com	Bid Answer
Data Image LLC	MI	Classification	2022-08-24 15:04:06	scott@dataimage.com	Bid Answer
Data Image LLC	MI	Classification	2022-08-30 14:20:35	scott@dataimage.com	Bid Answer
Decker Inc	MI	Classification	2022-08-02 08:13:12	sales@schoolfix.com	Bid Notification
DEMCO, Inc.	WI	Classification	2022-08-02 08:13:12	quote@demco.com	Bid Notification
DF Industries, Inc. dba Strictly for Kids	WA	Classification	2022-08-02 08:13:12	Dale@strictlyforkids.net	Bid Notification
DHE Computer Systems	CO	Classification	2022-08-02 08:13:12	merry@dhecs.com	Bid Notification
Didax, Inc.	MA	Classification	2022-08-02 08:13:12	amcmanus@didax.com	Bid Notification
Digital Video Midwest	KS	Classification	2022-08-02 08:13:12	tony@digitalvideomidwest.com	Bid Notification
Dinabox, Inc.	TX	Classification	2022-08-02 08:13:12	clangham@dinaboxinc.com	Bid Notification
Direct Packet Inc.	TX	Classification	2022-08-02 08:13:12	jbell@onevisionsolutions.com	Bid Notification
Discount Two-Way Radio	CA	Self Invited	2022-08-05 14:34:21	govsales@dtwr.com	Bid Answer
Discount Two-Way Radio	CA	Self Invited	2022-08-05 14:34:33	govsales@dtwr.com	Bid Answer
Discount Two-Way Radio	CA	Self Invited	2022-08-05 14:34:50	govsales@dtwr.com	Bid Answer
Discount Two-Way Radio	CA	Self Invited	2022-08-05 14:35:01	govsales@dtwr.com	Bid Answer
Discount Two-Way Radio	CA	Self Invited	2022-08-09 16:02:32	govsales@dtwr.com	Bid Answer
Discount Two-Way Radio	CA	Self Invited	2022-08-15 11:38:26	govsales@dtwr.com	Bid Answer
Discount Two-Way Radio	CA	Self Invited	2022-08-17 15:24:46	govsales@dtwr.com	Bid Answer
Discount Two-Way Radio	CA	Self Invited	2022-08-17 15:28:37	govsales@dtwr.com	Bid Answer
Discount Two-Way Radio	CA	Self Invited	2022-08-17 15:29:29	govsales@dtwr.com	Bid Answer
Discount Two-Way Radio	CA	Self Invited	2022-08-17 15:42:37	govsales@dtwr.com	Bid Answer
Discount Two-Way Radio	CA	Self Invited	2022-08-17 15:47:41	govsales@dtwr.com	Bid Answer
Discount Two-Way Radio	CA	Self Invited	2022-08-17 15:48:31	govsales@dtwr.com	Bid Answer
Discount Two-Way Radio	CA	Self Invited	2022-08-19 10:21:09	govsales@dtwr.com	Bid Answer
Discount Two-Way Radio	CA	Self Invited	2022-08-19 10:21:41	govsales@dtwr.com	Bid Answer
Discount Two-Way Radio	CA	Self Invited	2022-08-19 11:19:50	govsales@dtwr.com	Bid Answer
Discount Two-Way Radio	CA	Self Invited	2022-08-19 11:38:08	govsales@dtwr.com	Bid Answer
Discount Two-Way Radio	CA	Self Invited	2022-08-19 11:50:06	govsales@dtwr.com	Addendum Notification
Discount Two-Way Radio	CA	Self Invited	2022-08-22 10:46:29	govsales@dtwr.com	Bid Answer
Discount Two-Way Radio	CA	Self Invited	2022-08-24 15:02:44	govsales@dtwr.com	Bid Answer
Discount Two-Way Radio	CA	Self Invited	2022-08-24 15:03:17	govsales@dtwr.com	Bid Answer
Discount Two-Way Radio	CA	Self Invited	2022-08-24 15:04:06	govsales@dtwr.com	Bid Answer
Discount Two-Way Radio	CA	Self Invited	2022-08-30 14:20:35	govsales@dtwr.com	Bid Answer
Discovery Toys, Independent Contractor	ID	Classification	2022-08-02 08:13:12	CindysDiscoveryToys@gmail.com	Bid Notification
Diskovery Educational Systems	FL	Classification	2022-08-02 08:13:12	dan@diskovery.com	Bid Notification
DMB Academics	IL	Classification	2022-08-02 08:13:12	diane@dmbacademics.com	Bid Notification
DREAMBOX LEARNING INC	WA	Self Invited	2022-08-05 14:34:21	bids@dreambox.com	Bid Answer
DREAMBOX LEARNING INC	WA	Self Invited	2022-08-05 14:34:33	bids@dreambox.com	Bid Answer
DREAMBOX LEARNING INC	WA	Self Invited	2022-08-05 14:34:50	bids@dreambox.com	Bid Answer
DREAMBOX LEARNING INC	WA	Self Invited	2022-08-05 14:35:01	bids@dreambox.com	Bid Answer
DREAMBOX LEARNING INC	WA	Self Invited	2022-08-09 16:02:32	bids@dreambox.com	Bid Answer
DREAMBOX LEARNING INC	WA	Self Invited	2022-08-15 11:38:26	bids@dreambox.com	Bid Answer
DREAMBOX LEARNING INC	WA	Self Invited	2022-08-17 15:24:46	bids@dreambox.com	Bid Answer
DREAMBOX LEARNING INC	WA	Self Invited	2022-08-17 15:28:37	bids@dreambox.com	Bid Answer
DREAMBOX LEARNING INC	WA	Self Invited	2022-08-17 15:29:29	bids@dreambox.com	Bid Answer
DREAMBOX LEARNING INC	WA	Self Invited	2022-08-17 15:42:37	bids@dreambox.com	Bid Answer
DREAMBOX LEARNING INC	WA	Self Invited	2022-08-17 15:47:41	bids@dreambox.com	Bid Answer
DREAMBOX LEARNING INC	WA	Self Invited	2022-08-17 15:48:31	bids@dreambox.com	Bid Answer
DREAMBOX LEARNING INC	WA	Self Invited	2022-08-19 10:21:09	bids@dreambox.com	Bid Answer
DREAMBOX LEARNING INC	WA	Self Invited	2022-08-19 10:21:41	bids@dreambox.com	Bid Answer
DREAMBOX LEARNING INC	WA	Self Invited	2022-08-19 11:19:50	bids@dreambox.com	Bid Answer
DREAMBOX LEARNING INC	WA	Self Invited	2022-08-19 11:38:08	bids@dreambox.com	Bid Answer
DREAMBOX LEARNING INC	WA	Self Invited	2022-08-19 11:50:06	bids@dreambox.com	Addendum Notification
DREAMBOX LEARNING INC	WA	Self Invited	2022-08-22 10:46:29	bids@dreambox.com	Bid Answer

DREAMBOX LEARNING INC	WA	Self Invited	2022-08-24 15:02:44	bids@dreambox.com	Bid Answer
DREAMBOX LEARNING INC	WA	Self Invited	2022-08-24 15:03:17	bids@dreambox.com	Bid Answer
DREAMBOX LEARNING INC	WA	Self Invited	2022-08-24 15:04:06	bids@dreambox.com	Bid Answer
DREAMBOX LEARNING INC	WA	Self Invited	2022-08-30 14:20:35	bids@dreambox.com	Bid Answer
E-Complete LLC	NV	Classification	2022-08-02 08:13:12	tessa@completek-12.com	Bid Notification
EAI Education (Eric Armin Inc.)	NJ	Classification	2022-08-02 08:13:12	sales@eaieducation.com	Bid Notification
EAI Education (Eric Armin Inc.)	NJ	Classification	2022-08-05 14:34:21	sales@eaieducation.com	Bid Answer
EAI Education (Eric Armin Inc.)	NJ	Classification	2022-08-05 14:34:33	sales@eaieducation.com	Bid Answer
EAI Education (Eric Armin Inc.)	NJ	Classification	2022-08-05 14:34:50	sales@eaieducation.com	Bid Answer
EAI Education (Eric Armin Inc.)	NJ	Classification	2022-08-05 14:35:01	sales@eaieducation.com	Bid Answer
EAI Education (Eric Armin Inc.)	NJ	Classification	2022-08-09 16:02:32	sales@eaieducation.com	Bid Answer
EAI Education (Eric Armin Inc.)	NJ	Classification	2022-08-15 11:38:26	sales@eaieducation.com	Bid Answer
EAI Education (Eric Armin Inc.)	NJ	Classification	2022-08-17 15:24:46	sales@eaieducation.com	Bid Answer
EAI Education (Eric Armin Inc.)	NJ	Classification	2022-08-17 15:28:37	sales@eaieducation.com	Bid Answer
EAI Education (Eric Armin Inc.)	NJ	Classification	2022-08-17 15:29:29	sales@eaieducation.com	Bid Answer
EAI Education (Eric Armin Inc.)	NJ	Classification	2022-08-17 15:42:37	sales@eaieducation.com	Bid Answer
EAI Education (Eric Armin Inc.)	NJ	Classification	2022-08-17 15:47:41	sales@eaieducation.com	Bid Answer
EAI Education (Eric Armin Inc.)	NJ	Classification	2022-08-17 15:48:31	sales@eaieducation.com	Bid Answer
EAI Education (Eric Armin Inc.)	NJ	Classification	2022-08-19 10:21:09	sales@eaieducation.com	Bid Answer
EAI Education (Eric Armin Inc.)	NJ	Classification	2022-08-19 10:21:41	sales@eaieducation.com	Bid Answer
EAI Education (Eric Armin Inc.)	NJ	Classification	2022-08-19 11:19:50	sales@eaieducation.com	Bid Answer
EAI Education (Eric Armin Inc.)	NJ	Classification	2022-08-19 11:38:08	sales@eaieducation.com	Bid Answer
EAI Education (Eric Armin Inc.)	NJ	Classification	2022-08-19 11:50:06	sales@eaieducation.com	Addendum Notification
EAI Education (Eric Armin Inc.)	NJ	Classification	2022-08-22 10:46:29	sales@eaieducation.com	Bid Answer
EAI Education (Eric Armin Inc.)	NJ	Classification	2022-08-24 15:02:44	sales@eaieducation.com	Bid Answer
EAI Education (Eric Armin Inc.)	NJ	Classification	2022-08-24 15:03:17	sales@eaieducation.com	Bid Answer
EAI Education (Eric Armin Inc.)	NJ	Classification	2022-08-24 15:04:06	sales@eaieducation.com	Bid Answer
EAI Education (Eric Armin Inc.)	NJ	Classification	2022-08-30 14:20:35	sales@eaieducation.com	Bid Answer
EARLYCHILDHOOD LLC	CA	Classification	2022-08-02 08:13:12	BIDS@Discountschoolsupply.com	Bid Notification
EBSCO Industries, Inc.	MA	Self Invited	2022-08-05 14:34:21	rfpalerts@ebSCO.com	Bid Answer
EBSCO Industries, Inc.	MA	Self Invited	2022-08-05 14:34:33	rfpalerts@ebSCO.com	Bid Answer
EBSCO Industries, Inc.	MA	Self Invited	2022-08-05 14:34:50	rfpalerts@ebSCO.com	Bid Answer
EBSCO Industries, Inc.	MA	Self Invited	2022-08-05 14:35:01	rfpalerts@ebSCO.com	Bid Answer
EBSCO Industries, Inc.	MA	Self Invited	2022-08-09 16:02:32	rfpalerts@ebSCO.com	Bid Answer
EBSCO Industries, Inc.	MA	Self Invited	2022-08-15 11:38:26	rfpalerts@ebSCO.com	Bid Answer
EBSCO Industries, Inc.	MA	Self Invited	2022-08-17 15:24:46	rfpalerts@ebSCO.com	Bid Answer
EBSCO Industries, Inc.	MA	Self Invited	2022-08-17 15:28:37	rfpalerts@ebSCO.com	Bid Answer
EBSCO Industries, Inc.	MA	Self Invited	2022-08-17 15:29:29	rfpalerts@ebSCO.com	Bid Answer
EBSCO Industries, Inc.	MA	Self Invited	2022-08-17 15:42:37	rfpalerts@ebSCO.com	Bid Answer
EBSCO Industries, Inc.	MA	Self Invited	2022-08-17 15:47:41	rfpalerts@ebSCO.com	Bid Answer
EBSCO Industries, Inc.	MA	Self Invited	2022-08-17 15:48:31	rfpalerts@ebSCO.com	Bid Answer
EBSCO Industries, Inc.	MA	Self Invited	2022-08-19 10:21:09	rfpalerts@ebSCO.com	Bid Answer
EBSCO Industries, Inc.	MA	Self Invited	2022-08-19 10:21:41	rfpalerts@ebSCO.com	Bid Answer
EBSCO Industries, Inc.	MA	Self Invited	2022-08-19 11:19:50	rfpalerts@ebSCO.com	Bid Answer
EBSCO Industries, Inc.	MA	Self Invited	2022-08-19 11:38:08	rfpalerts@ebSCO.com	Bid Answer
EBSCO Industries, Inc.	MA	Self Invited	2022-08-19 11:50:06	rfpalerts@ebSCO.com	Addendum Notification
EBSCO Industries, Inc.	MA	Self Invited	2022-08-22 10:46:29	rfpalerts@ebSCO.com	Bid Answer
EBSCO Industries, Inc.	MA	Self Invited	2022-08-24 15:02:44	rfpalerts@ebSCO.com	Bid Answer
EBSCO Industries, Inc.	MA	Self Invited	2022-08-24 15:03:17	rfpalerts@ebSCO.com	Bid Answer
EBSCO Industries, Inc.	MA	Self Invited	2022-08-24 15:04:06	rfpalerts@ebSCO.com	Bid Answer
EBSCO Industries, Inc.	MA	Self Invited	2022-08-30 14:20:35	rfpalerts@ebSCO.com	Bid Answer
ECA Science Kit Services	MI	Self Invited	2022-08-05 14:34:21	proposals@eca.bz	Bid Answer
ECA Science Kit Services	MI	Self Invited	2022-08-05 14:34:33	proposals@eca.bz	Bid Answer
ECA Science Kit Services	MI	Self Invited	2022-08-05 14:34:50	proposals@eca.bz	Bid Answer
ECA Science Kit Services	MI	Self Invited	2022-08-05 14:35:01	proposals@eca.bz	Bid Answer
ECA Science Kit Services	MI	Self Invited	2022-08-09 16:02:32	proposals@eca.bz	Bid Answer
ECA Science Kit Services	MI	Self Invited	2022-08-15 11:38:26	proposals@eca.bz	Bid Answer
ECA Science Kit Services	MI	Self Invited	2022-08-17 15:24:46	proposals@eca.bz	Bid Answer
ECA Science Kit Services	MI	Self Invited	2022-08-17 15:28:37	proposals@eca.bz	Bid Answer
ECA Science Kit Services	MI	Self Invited	2022-08-17 15:29:29	proposals@eca.bz	Bid Answer
ECA Science Kit Services	MI	Self Invited	2022-08-17 15:42:37	proposals@eca.bz	Bid Answer
ECA Science Kit Services	MI	Self Invited	2022-08-17 15:47:41	proposals@eca.bz	Bid Answer
ECA Science Kit Services	MI	Self Invited	2022-08-17 15:48:31	proposals@eca.bz	Bid Answer
ECA Science Kit Services	MI	Self Invited	2022-08-19 10:21:09	proposals@eca.bz	Bid Answer
ECA Science Kit Services	MI	Self Invited	2022-08-19 10:21:41	proposals@eca.bz	Bid Answer

ECA Science Kit Services	MI	Self Invited	2022-08-19 11:19:50	proposals@eca.bz	Bid Answer
ECA Science Kit Services	MI	Self Invited	2022-08-19 11:38:08	proposals@eca.bz	Bid Answer
ECA Science Kit Services	MI	Self Invited	2022-08-19 11:50:06	proposals@eca.bz	Addendum Notification
ECA Science Kit Services	MI	Self Invited	2022-08-22 10:46:29	proposals@eca.bz	Bid Answer
ECA Science Kit Services	MI	Self Invited	2022-08-24 15:02:44	proposals@eca.bz	Bid Answer
ECA Science Kit Services	MI	Self Invited	2022-08-24 15:03:17	proposals@eca.bz	Bid Answer
ECA Science Kit Services	MI	Self Invited	2022-08-24 15:04:06	proposals@eca.bz	Bid Answer
ECA Science Kit Services	MI	Self Invited	2022-08-30 14:20:35	proposals@eca.bz	Bid Answer
econocrafts	NJ	Classification	2022-08-02 08:13:12	bids@econocrafts.com	Bid Notification
ECS Imaging, Inc	CA	Classification	2022-08-02 08:13:12	debbi@ecsimaging.com	Bid Notification
Edokia Inc	NY	Classification	2022-08-02 08:13:12	fb331@nyu.edu	Bid Notification
EDUBLOSSOM LLC	CA	Classification	2022-08-02 08:13:12	jas@nihaozhongwen.com	Bid Notification
Education Supply Network, Inc,	MD	Classification	2022-08-02 08:13:12	ceo@education-supply.net	Bid Notification
Educational Insights	IL	Classification	2022-08-02 08:13:12	dnineberg@learningresources.com	Bid Notification
Educational Outfitters	TX	Classification	2022-08-02 08:13:12	Cindy.Schoel@EdOutfitters.com	Bid Notification
Educational Products,Inc.	TX	Classification	2022-08-02 08:13:12	outreach@educationalproducts.com	Bid Notification
Educational Products,Inc.	TX	Classification	2022-08-05 14:34:21	outreach@educationalproducts.com	Bid Answer
Educational Products,Inc.	TX	Classification	2022-08-05 14:34:33	outreach@educationalproducts.com	Bid Answer
Educational Products,Inc.	TX	Classification	2022-08-05 14:34:50	outreach@educationalproducts.com	Bid Answer
Educational Products,Inc.	TX	Classification	2022-08-05 14:35:01	outreach@educationalproducts.com	Bid Answer
Educational Products,Inc.	TX	Classification	2022-08-09 16:02:32	outreach@educationalproducts.com	Bid Answer
Educational Products,Inc.	TX	Classification	2022-08-15 11:38:26	outreach@educationalproducts.com	Bid Answer
Educational Products,Inc.	TX	Classification	2022-08-17 15:24:46	outreach@educationalproducts.com	Bid Answer
Educational Products,Inc.	TX	Classification	2022-08-17 15:28:37	outreach@educationalproducts.com	Bid Answer
Educational Products,Inc.	TX	Classification	2022-08-17 15:29:29	outreach@educationalproducts.com	Bid Answer
Educational Products,Inc.	TX	Classification	2022-08-17 15:42:37	outreach@educationalproducts.com	Bid Answer
Educational Products,Inc.	TX	Classification	2022-08-17 15:47:41	outreach@educationalproducts.com	Bid Answer
Educational Products,Inc.	TX	Classification	2022-08-17 15:48:31	outreach@educationalproducts.com	Bid Answer
Educational Products,Inc.	TX	Classification	2022-08-19 10:21:09	outreach@educationalproducts.com	Bid Answer
Educational Products,Inc.	TX	Classification	2022-08-19 10:21:41	outreach@educationalproducts.com	Bid Answer
Educational Products,Inc.	TX	Classification	2022-08-19 11:19:50	outreach@educationalproducts.com	Bid Answer
Educational Products,Inc.	TX	Classification	2022-08-19 11:38:08	outreach@educationalproducts.com	Bid Answer
Educational Products,Inc.	TX	Classification	2022-08-19 11:50:06	outreach@educationalproducts.com	Addendum Notification
Educational Products,Inc.	TX	Classification	2022-08-22 10:46:29	outreach@educationalproducts.com	Bid Answer
Educational Products,Inc.	TX	Classification	2022-08-24 15:02:44	outreach@educationalproducts.com	Bid Answer
Educational Products,Inc.	TX	Classification	2022-08-24 15:03:17	outreach@educationalproducts.com	Bid Answer
Educational Products,Inc.	TX	Classification	2022-08-24 15:04:06	outreach@educationalproducts.com	Bid Answer
Educational Products,Inc.	TX	Classification	2022-08-30 14:20:35	outreach@educationalproducts.com	Bid Answer
Educators Outlet, Inc	CO	Classification	2022-08-02 08:13:12	licia@educatorsoutlet.com	Bid Notification
eDynamic Holdings LP	TX	Classification	2022-08-02 08:13:12	proposals@edynamiclearning.com	Bid Notification
Egan Supply Co	NE	Self Invited	2022-08-05 14:34:21	purchasing@egansupply.net	Bid Answer

Egan Supply Co	NE	Self Invited	2022-08-05 14:34:33	purchasing@egansupply.net	Bid Answer
Egan Supply Co	NE	Self Invited	2022-08-05 14:34:50	purchasing@egansupply.net	Bid Answer
Egan Supply Co	NE	Self Invited	2022-08-05 14:35:01	purchasing@egansupply.net	Bid Answer
Egan Supply Co	NE	Self Invited	2022-08-09 16:02:32	aclausen@egansupply.net	Bid Answer
Egan Supply Co	NE	Self Invited	2022-08-15 11:38:26	aclausen@egansupply.net	Bid Answer
Egan Supply Co	NE	Self Invited	2022-08-17 15:24:46	aclausen@egansupply.net	Bid Answer
Egan Supply Co	NE	Self Invited	2022-08-17 15:28:37	aclausen@egansupply.net	Bid Answer
Egan Supply Co	NE	Self Invited	2022-08-17 15:29:29	aclausen@egansupply.net	Bid Answer
Egan Supply Co	NE	Self Invited	2022-08-17 15:42:37	aclausen@egansupply.net	Bid Answer
Egan Supply Co	NE	Self Invited	2022-08-17 15:47:41	aclausen@egansupply.net	Bid Answer
Egan Supply Co	NE	Self Invited	2022-08-17 15:48:31	aclausen@egansupply.net	Bid Answer
Egan Supply Co	NE	Self Invited	2022-08-19 10:21:09	aclausen@egansupply.net	Bid Answer
Egan Supply Co	NE	Self Invited	2022-08-19 10:21:41	aclausen@egansupply.net	Bid Answer
Egan Supply Co	NE	Self Invited	2022-08-19 11:19:50	aclausen@egansupply.net	Bid Answer
Egan Supply Co	NE	Self Invited	2022-08-19 11:38:08	aclausen@egansupply.net	Bid Answer
Egan Supply Co	NE	Self Invited	2022-08-19 11:50:06	aclausen@egansupply.net	Addendum Notification
Egan Supply Co	NE	Self Invited	2022-08-22 10:46:29	aclausen@egansupply.net	Bid Answer
Egan Supply Co	NE	Self Invited	2022-08-24 15:02:44	aclausen@egansupply.net	Bid Answer
Egan Supply Co	NE	Self Invited	2022-08-24 15:03:17	aclausen@egansupply.net	Bid Answer
Egan Supply Co	NE	Self Invited	2022-08-24 15:04:06	aclausen@egansupply.net	Bid Answer
Egan Supply Co	NE	Self Invited	2022-08-30 14:20:35	aclausen@egansupply.net	Bid Answer
eInstruction by Turning Technologies	OH	Classification	2022-08-02 08:13:12	purchaseorders@einstruction.com	Bid Notification
ELB Global	CA	Classification	2022-08-02 08:13:12	m.hill@elbglobal.com	Bid Notification
ELB US INC	CA	Classification	2022-08-02 08:13:12	d.bolton@elbglobal.com	Bid Notification
Elnuk Consulting, Inc.	GA	Classification	2022-08-02 08:13:12	rfp@ngstudent.com	Bid Notification
Empire Safety	CA	Classification	2022-08-02 08:13:12	srigsby@empiresafety.com	Bid Notification
Encore Data Products, Inc.	CO	Classification	2022-08-02 08:13:12	bids@encoredataproductions.com	Bid Notification
Encore Data Products, Inc.	CO	Classification	2022-08-05 14:34:21	bids@encoredataproductions.com	Bid Answer
Encore Data Products, Inc.	CO	Classification	2022-08-05 14:34:33	bids@encoredataproductions.com	Bid Answer
Encore Data Products, Inc.	CO	Classification	2022-08-05 14:34:50	bids@encoredataproductions.com	Bid Answer
Encore Data Products, Inc.	CO	Classification	2022-08-05 14:35:01	bids@encoredataproductions.com	Bid Answer
Encore Data Products, Inc.	CO	Classification	2022-08-09 16:02:32	bids@encoredataproductions.com	Bid Answer
Encore Data Products, Inc.	CO	Classification	2022-08-15 11:38:26	bids@encoredataproductions.com	Bid Answer
Encore Data Products, Inc.	CO	Classification	2022-08-17 15:24:46	bids@encoredataproductions.com	Bid Answer
Encore Data Products, Inc.	CO	Classification	2022-08-17 15:28:37	bids@encoredataproductions.com	Bid Answer
Encore Data Products, Inc.	CO	Classification	2022-08-17 15:29:29	bids@encoredataproductions.com	Bid Answer
Encore Data Products, Inc.	CO	Classification	2022-08-17 15:42:37	bids@encoredataproductions.com	Bid Answer
Encore Data Products, Inc.	CO	Classification	2022-08-17 15:47:41	bids@encoredataproductions.com	Bid Answer
Encore Data Products, Inc.	CO	Classification	2022-08-17 15:48:31	bids@encoredataproductions.com	Bid Answer
Encore Data Products, Inc.	CO	Classification	2022-08-19 10:21:09	bids@encoredataproductions.com	Bid Answer
Encore Data Products, Inc.	CO	Classification	2022-08-19 10:21:41	bids@encoredataproductions.com	Bid Answer
Encore Data Products, Inc.	CO	Classification	2022-08-19 11:19:50	bids@encoredataproductions.com	Bid Answer
Encore Data Products, Inc.	CO	Classification	2022-08-19 11:38:08	bids@encoredataproductions.com	Bid Answer
Encore Data Products, Inc.	CO	Classification	2022-08-19 11:50:06	bids@encoredataproductions.com	Addendum Notification
Encore Data Products, Inc.	CO	Classification	2022-08-22 10:46:29	bids@encoredataproductions.com	Bid Answer
Encore Data Products, Inc.	CO	Classification	2022-08-24 15:02:44	bids@encoredataproductions.com	Bid Answer
Encore Data Products, Inc.	CO	Classification	2022-08-24 15:03:17	bids@encoredataproductions.com	Bid Answer
Encore Data Products, Inc.	CO	Classification	2022-08-24 15:04:06	bids@encoredataproductions.com	Bid Answer
Encore Data Products, Inc.	CO	Classification	2022-08-30 14:20:35	bids@encoredataproductions.com	Bid Answer
ETA hand2mind	IL	Classification	2022-08-02 08:13:12	cvanco@hand2mind.com	Bid Notification
ExploreLearning, LLC	TX	Classification	2022-08-02 08:13:12	ELBidsContracts@explorelarning.com	Bid Notification
ExploreLearning, LLC	TX	Classification	2022-08-05 14:34:21	ELBidsContracts@explorelarning.com	Bid Answer
ExploreLearning, LLC	TX	Classification	2022-08-05 14:34:33	ELBidsContracts@explorelarning.com	Bid Answer
ExploreLearning, LLC	TX	Classification	2022-08-05 14:34:50	ELBidsContracts@explorelarning.com	Bid Answer
ExploreLearning, LLC	TX	Classification	2022-08-05 14:35:01	ELBidsContracts@explorelarning.com	Bid Answer
ExploreLearning, LLC	TX	Classification	2022-08-09 16:02:32	ELBidsContracts@explorelarning.com	Bid Answer
ExploreLearning, LLC	TX	Classification	2022-08-15 11:38:26	ELBidsContracts@explorelarning.com	Bid Answer

ExploreLearning, LLC	TX	Classification	2022-08-17 15:24:46	ELBidsContracts@explorelearnin g.com	Bid Answer
ExploreLearning, LLC	TX	Classification	2022-08-17 15:28:37	ELBidsContracts@explorelearnin g.com	Bid Answer
ExploreLearning, LLC	TX	Classification	2022-08-17 15:29:29	ELBidsContracts@explorelearnin g.com	Bid Answer
ExploreLearning, LLC	TX	Classification	2022-08-17 15:42:37	ELBidsContracts@explorelearnin g.com	Bid Answer
ExploreLearning, LLC	TX	Classification	2022-08-17 15:47:41	ELBidsContracts@explorelearnin g.com	Bid Answer
ExploreLearning, LLC	TX	Classification	2022-08-17 15:48:31	ELBidsContracts@explorelearnin g.com	Bid Answer
ExploreLearning, LLC	TX	Classification	2022-08-19 10:21:09	ELBidsContracts@explorelearnin g.com	Bid Answer
ExploreLearning, LLC	TX	Classification	2022-08-19 10:21:41	ELBidsContracts@explorelearnin g.com	Bid Answer
ExploreLearning, LLC	TX	Classification	2022-08-19 11:19:50	ELBidsContracts@explorelearnin g.com	Bid Answer
ExploreLearning, LLC	TX	Classification	2022-08-19 11:38:08	ELBidsContracts@explorelearnin g.com	Bid Answer
ExploreLearning, LLC	TX	Classification	2022-08-19 11:50:06	ELBidsContracts@explorelearnin g.com	Addendum Notification
ExploreLearning, LLC	TX	Classification	2022-08-22 10:46:29	ELBidsContracts@explorelearnin g.com	Bid Answer
ExploreLearning, LLC	TX	Classification	2022-08-24 15:02:44	ELBidsContracts@explorelearnin g.com	Bid Answer
ExploreLearning, LLC	TX	Classification	2022-08-24 15:03:17	ELBidsContracts@explorelearnin g.com	Bid Answer
ExploreLearning, LLC	TX	Classification	2022-08-24 15:04:06	ELBidsContracts@explorelearnin g.com	Bid Answer
ExploreLearning, LLC	TX	Classification	2022-08-30 14:20:35	ELBidsContracts@explorelearnin g.com	Bid Answer
Express Booksellers	TX	Classification	2022-08-02 08:13:12	jule@expressbooksellers.com	Bid Notification
Express Booksellers	TX	Classification	2022-08-05 14:34:21	jule@expressbooksellers.com	Bid Answer
Express Booksellers	TX	Classification	2022-08-05 14:34:33	jule@expressbooksellers.com	Bid Answer
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Fat Brain Holdings	NE	Classification	2022-08-02 08:13:12	becky@fatbraintoys.com	Bid Notification
ferbak inc	CA	Classification	2022-08-02 08:13:12	SARAR@VISIONSOFVIDEO.COM	Bid Notification
Find Import Corporation	MA	Classification	2022-08-02 08:13:12	vendor@opentip.com	Bid Notification
FireFly Computers	MN	Classification	2022-08-02 08:13:12	contracts@fireflycomputers.com	Bid Notification
First Book	DC	Classification	2022-08-02 08:13:12	mdalton@firstbook.org	Bid Notification
Fisher Scientific Company LLC	IL	Self Invited	2022-08-05 14:34:21	fse.bids@thermofisher.com	Bid Answer
Fisher Scientific Company LLC	IL	Self Invited	2022-08-05 14:34:33	fse.bids@thermofisher.com	Bid Answer
Fisher Scientific Company LLC	IL	Self Invited	2022-08-05 14:34:50	fse.bids@thermofisher.com	Bid Answer
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Fisher Scientific Company LLC	IL	Self Invited	2022-08-09 16:02:32	fse.bids@thermofisher.com	Bid Answer

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Fisher Scientific Company LLC	IL	Self Invited	2022-08-17 15:24:46	fse.bids@thermofisher.com	Bid Answer
Fisher Scientific Company LLC	IL	Self Invited	2022-08-17 15:28:37	fse.bids@thermofisher.com	Bid Answer
Fisher Scientific Company LLC	IL	Self Invited	2022-08-17 15:29:29	fse.bids@thermofisher.com	Bid Answer
Fisher Scientific Company LLC	IL	Self Invited	2022-08-17 15:42:37	fse.bids@thermofisher.com	Bid Answer
Fisher Scientific Company LLC	IL	Self Invited	2022-08-17 15:47:41	fse.bids@thermofisher.com	Bid Answer
Fisher Scientific Company LLC	IL	Self Invited	2022-08-17 15:48:31	fse.bids@thermofisher.com	Bid Answer
Fisher Scientific Company LLC	IL	Self Invited	2022-08-19 10:21:09	fse.bids@thermofisher.com	Bid Answer
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Fisher Scientific Company LLC	IL	Self Invited	2022-08-30 14:20:35	fse.bids@thermofisher.com	Bid Answer
FlagHouse Inc	NJ	Classification	2022-08-02 08:13:12	kathy.chichester@flaghouse.com	Bid Notification
FlagHouse Inc	NJ	Classification	2022-08-15 11:38:26	kathy.chichester@flaghouse.com	Bid Answer
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FlagHouse Inc	NJ	Classification	2022-08-30 14:20:35	kathy.chichester@flaghouse.com	Bid Answer
FlagHouse, Inc	NJ	Classification	2022-08-02 08:13:12	keyaccounts@flaghouse.com	Bid Notification
FlagHouse, Inc	NJ	Classification	2022-08-15 11:38:26	keyaccounts@flaghouse.com	Bid Answer
FlagHouse, Inc	NJ	Classification	2022-08-17 15:24:46	keyaccounts@flaghouse.com	Bid Answer
FlagHouse, Inc	NJ	Classification	2022-08-17 15:28:37	keyaccounts@flaghouse.com	Bid Answer
FlagHouse, Inc	NJ	Classification	2022-08-17 15:29:29	keyaccounts@flaghouse.com	Bid Answer
FlagHouse, Inc	NJ	Classification	2022-08-17 15:42:37	keyaccounts@flaghouse.com	Bid Answer
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FlagHouse, Inc	NJ	Classification	2022-08-19 10:21:09	keyaccounts@flaghouse.com	Bid Answer
FlagHouse, Inc	NJ	Classification	2022-08-19 10:21:41	keyaccounts@flaghouse.com	Bid Answer
FlagHouse, Inc	NJ	Classification	2022-08-19 11:19:50	keyaccounts@flaghouse.com	Bid Answer
FlagHouse, Inc	NJ	Classification	2022-08-19 11:38:08	keyaccounts@flaghouse.com	Bid Answer
FlagHouse, Inc	NJ	Classification	2022-08-19 11:50:06	keyaccounts@flaghouse.com	Addendum Notification

FlagHouse, Inc	NJ	Classification	2022-08-22 10:46:29	keyaccounts@flaghouse.com	Bid Answer
FlagHouse, Inc	NJ	Classification	2022-08-24 15:02:44	keyaccounts@flaghouse.com	Bid Answer
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FlagHouse, Inc	NJ	Classification	2022-08-24 15:04:06	keyaccounts@flaghouse.com	Bid Answer
FlagHouse, Inc	NJ	Classification	2022-08-30 14:20:35	keyaccounts@flaghouse.com	Bid Answer
Follett Content Solutions, LLC	IL	Self Invited	2022-08-05 14:34:21	contentbids@follett.com	Bid Answer
Follett Content Solutions, LLC	IL	Self Invited	2022-08-05 14:34:33	contentbids@follett.com	Bid Answer
Follett Content Solutions, LLC	IL	Self Invited	2022-08-05 14:34:50	contentbids@follett.com	Bid Answer
Follett Content Solutions, LLC	IL	Self Invited	2022-08-05 14:35:01	contentbids@follett.com	Bid Answer
Follett Content Solutions, LLC	IL	Self Invited	2022-08-09 16:02:32	contentbids@follett.com	Bid Answer
Follett Content Solutions, LLC	IL	Self Invited	2022-08-15 11:38:26	contentbids@follett.com	Bid Answer
Follett Content Solutions, LLC	IL	Self Invited	2022-08-17 15:24:46	contentbids@follett.com	Bid Answer
Follett Content Solutions, LLC	IL	Self Invited	2022-08-17 15:28:37	contentbids@follett.com	Bid Answer
Follett Content Solutions, LLC	IL	Self Invited	2022-08-17 15:29:29	contentbids@follett.com	Bid Answer
Follett Content Solutions, LLC	IL	Self Invited	2022-08-17 15:42:37	contentbids@follett.com	Bid Answer
Follett Content Solutions, LLC	IL	Self Invited	2022-08-17 15:47:41	contentbids@follett.com	Bid Answer
Follett Content Solutions, LLC	IL	Self Invited	2022-08-17 15:48:31	contentbids@follett.com	Bid Answer
Follett Content Solutions, LLC	IL	Self Invited	2022-08-19 10:21:09	contentbids@follett.com	Bid Answer
Follett Content Solutions, LLC	IL	Self Invited	2022-08-19 10:21:41	contentbids@follett.com	Bid Answer
Follett Content Solutions, LLC	IL	Self Invited	2022-08-19 11:19:50	contentbids@follett.com	Bid Answer
Follett Content Solutions, LLC	IL	Self Invited	2022-08-19 11:38:08	contentbids@follett.com	Bid Answer
Follett Content Solutions, LLC	IL	Self Invited	2022-08-19 11:50:06	contentbids@follett.com	Addendum Notification
Follett Content Solutions, LLC	IL	Self Invited	2022-08-22 10:46:29	contentbids@follett.com	Bid Answer
Follett Content Solutions, LLC	IL	Self Invited	2022-08-24 15:02:44	contentbids@follett.com	Bid Answer
Follett Content Solutions, LLC	IL	Self Invited	2022-08-24 15:03:17	contentbids@follett.com	Bid Answer
Follett Content Solutions, LLC	IL	Self Invited	2022-08-24 15:04:06	contentbids@follett.com	Bid Answer
Follett Content Solutions, LLC	IL	Self Invited	2022-08-30 14:20:35	contentbids@follett.com	Bid Answer
Follett School Solutions, LLC	IL	Classification	2022-08-02 08:13:12	fssbidadmin@follett.com	Bid Notification
Ford Audio-Video Systems, LLC	OK	Classification	2022-08-02 08:13:12	knole@fordav.com	Bid Notification
Forestry Suppliers, Inc.	MS	Classification	2022-08-02 08:13:12	dawsonb@forestry-suppliers.com	Bid Notification
Freestone Peach	CA	Classification	2022-08-02 08:13:12	rfratrick@freestonepeach.com	Bid Notification
Frog Publications, Inc.	FL	Classification	2022-08-02 08:13:12	bids@frog.com	Bid Notification
Frog Publications, Inc.	FL	Classification	2022-08-15 11:38:26	bids@frog.com	Bid Answer
Frog Publications, Inc.	FL	Classification	2022-08-17 15:24:46	bids@frog.com	Bid Answer
Frog Publications, Inc.	FL	Classification	2022-08-17 15:28:37	bids@frog.com	Bid Answer
Frog Publications, Inc.	FL	Classification	2022-08-17 15:29:29	bids@frog.com	Bid Answer
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Frog Publications, Inc.	FL	Classification	2022-08-19 10:21:09	bids@frog.com	Bid Answer
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Frog Publications, Inc.	FL	Classification	2022-08-19 11:38:08	bids@frog.com	Bid Answer
Frog Publications, Inc.	FL	Classification	2022-08-19 11:50:06	bids@frog.com	Addendum Notification
Frog Publications, Inc.	FL	Classification	2022-08-22 10:46:29	bids@frog.com	Bid Answer
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Frog Publications, Inc.	FL	Classification	2022-08-30 14:20:35	bids@frog.com	Bid Answer
Fuel Education LLC	VA	Classification	2022-08-02 08:13:12	FuelEdProposals@k12.com	Bid Notification
Fun and Function	PA	Classification	2022-08-02 08:13:12	shoff@funandfunction.com	Bid Notification
Fun and Function	PA	Classification	2022-08-15 11:38:26	shoff@funandfunction.com	Bid Answer
Fun and Function	PA	Classification	2022-08-17 15:24:46	shoff@funandfunction.com	Bid Answer
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Fun and Function	PA	Classification	2022-08-19 11:38:08	shoff@funandfunction.com	Bid Answer
Fun and Function	PA	Classification	2022-08-19 11:50:06	shoff@funandfunction.com	Addendum Notification
Fun and Function	PA	Classification	2022-08-22 10:46:29	shoff@funandfunction.com	Bid Answer
Fun and Function	PA	Classification	2022-08-24 15:02:44	shoff@funandfunction.com	Bid Answer

Fun and Function	PA	Classification	2022-08-24 15:03:17	shoff@funandfunction.com	Bid Answer
Fun and Function	PA	Classification	2022-08-24 15:04:06	shoff@funandfunction.com	Bid Answer
Fun and Function	PA	Classification	2022-08-30 14:20:35	shoff@funandfunction.com	Bid Answer
G&G Technologies, Inc	NJ	Classification	2022-08-02 08:13:12	marvin@ggvideo.com	Bid Notification
G&G Technologies, Inc	NJ	Classification	2022-08-05 14:34:21	marvin@ggvideo.com	Bid Answer
G&G Technologies, Inc	NJ	Classification	2022-08-05 14:34:33	marvin@ggvideo.com	Bid Answer
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G&G Technologies, Inc	NJ	Classification	2022-08-09 16:02:32	marvin@ggvideo.com	Bid Answer
G&G Technologies, Inc	NJ	Classification	2022-08-15 11:38:26	marvin@ggvideo.com	Bid Answer
G&G Technologies, Inc	NJ	Classification	2022-08-17 15:24:46	marvin@ggvideo.com	Bid Answer
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G&G Technologies, Inc	NJ	Classification	2022-08-19 11:50:06	marvin@ggvideo.com	Addendum Notification
G&G Technologies, Inc	NJ	Classification	2022-08-22 10:46:29	marvin@ggvideo.com	Bid Answer
G&G Technologies, Inc	NJ	Classification	2022-08-24 15:02:44	marvin@ggvideo.com	Bid Answer
G&G Technologies, Inc	NJ	Classification	2022-08-24 15:03:17	marvin@ggvideo.com	Bid Answer
G&G Technologies, Inc	NJ	Classification	2022-08-24 15:04:06	marvin@ggvideo.com	Bid Answer
G&G Technologies, Inc	NJ	Classification	2022-08-30 14:20:35	marvin@ggvideo.com	Bid Answer
Galaxy Next Generation	FL	Classification	2022-08-02 08:13:12	garrett@galaxynext.us	Bid Notification
GameSalad, Inc.	TX	Classification	2022-08-02 08:13:12	julie@gamesalad.com	Bid Notification
Generations Technologies Inc.	NJ	Classification	2022-08-02 08:13:12	sales@generationselectrical.com	Bid Notification
GHA Technologies, Inc.	PA	Classification	2022-08-02 08:13:12	linda.schalles@gha-associates.com	Bid Notification
Global Computer Supplies, Inc.	NJ	Classification	2022-08-02 08:13:12	tvanduyne@globalcomputer.com	Bid Notification
GLOBAL DISCOUNT CONNECTION	IL	Classification	2022-08-02 08:13:12	jade@globaldiscountconnection.com	Bid Notification
Global Equipment Company, Inc.	GA	Classification	2022-08-02 08:13:12	bgarrett@globalindustrial.com	Bid Notification
GNP Specialties Inc.	NY	Classification	2022-08-02 08:13:12	christier@brandedgear.com	Bid Notification
Gorilla Office Supplies	TX	Classification	2022-08-02 08:13:12	cwallace@gorillaofficesupplies.com	Bid Notification
Gravitas Publications Inc.	NM	Self Invited	2022-08-30 14:20:35	dang@ratataz.com	Bid Answer
Hameray Publishing Group, Inc.	CA	Classification	2022-08-02 08:13:12	info@hameraypublishing.com	Bid Notification
hand2mind, Inc.	IL	Classification	2022-08-02 08:13:12	bids@hand2mind.com	Bid Notification
Haney Enterprises Inc.	CA	Classification	2022-08-02 08:13:12	danell@haneyis.com	Bid Notification
Harriet Cheng	CA	Classification	2022-08-02 08:13:12	harriet@harrietcheng.com	Bid Notification
Hatch Inc.	NC	Classification	2022-08-02 08:13:12	bids@hatchearlychildhood.com	Bid Notification
Highsmith, a Division of GHC Specialty Brands, LLC	WI	Classification	2022-08-02 08:13:12	bids@highsmith.com	Bid Notification
HiLo Carter Enterprises, LLC	AZ	Classification	2022-08-02 08:13:12	heidicarter951@gmail.com	Bid Notification
HiTouch Business Services LLC	TN	Classification	2022-08-05 10:27:45	Lisa.thompson@hitouchbusinessservices.com	Bid Notification
HiTouch Business Services LLC	TN	Classification	2022-08-05 14:34:21	Lisa.thompson@hitouchbusinessservices.com	Bid Answer
HiTouch Business Services LLC	TN	Classification	2022-08-05 14:34:33	Lisa.thompson@hitouchbusinessservices.com	Bid Answer
HiTouch Business Services LLC	TN	Classification	2022-08-05 14:34:50	Lisa.thompson@hitouchbusinessservices.com	Bid Answer
HiTouch Business Services LLC	TN	Classification	2022-08-05 14:35:01	Lisa.thompson@hitouchbusinessservices.com	Bid Answer
HiTouch Business Services LLC	TN	Classification	2022-08-09 16:02:32	Lisa.thompson@hitouchbusinessservices.com	Bid Answer
HiTouch Business Services LLC	TN	Classification	2022-08-15 11:38:26	Lisa.thompson@hitouchbusinessservices.com	Bid Answer
HiTouch Business Services LLC	TN	Classification	2022-08-17 15:24:46	Lisa.thompson@hitouchbusinessservices.com	Bid Answer
HiTouch Business Services LLC	TN	Classification	2022-08-17 15:28:37	Lisa.thompson@hitouchbusinessservices.com	Bid Answer

HiTouch Business Services LLC	TN	Classification	2022-08-17 15:29:29	Lisa.thompson@hitouchbusiness services.com	Bid Answer
HiTouch Business Services LLC	TN	Classification	2022-08-17 15:42:37	Lisa.thompson@hitouchbusiness services.com	Bid Answer
HiTouch Business Services LLC	TN	Classification	2022-08-17 15:47:41	Lisa.thompson@hitouchbusiness services.com	Bid Answer
HiTouch Business Services LLC	TN	Classification	2022-08-17 15:48:31	Lisa.thompson@hitouchbusiness services.com	Bid Answer
HiTouch Business Services LLC	TN	Classification	2022-08-19 10:21:09	Lisa.thompson@hitouchbusiness services.com	Bid Answer
HiTouch Business Services LLC	TN	Classification	2022-08-19 10:21:41	Lisa.thompson@hitouchbusiness services.com	Bid Answer
HiTouch Business Services LLC	TN	Classification	2022-08-19 11:19:50	Lisa.thompson@hitouchbusiness services.com	Bid Answer
HiTouch Business Services LLC	TN	Classification	2022-08-19 11:38:08	Lisa.thompson@hitouchbusiness services.com	Bid Answer
HiTouch Business Services LLC	TN	Classification	2022-08-19 11:50:06	Lisa.thompson@hitouchbusiness services.com	Addendum Notification
HiTouch Business Services LLC	TN	Classification	2022-08-22 10:46:29	Lisa.thompson@hitouchbusiness services.com	Bid Answer
HiTouch Business Services LLC	TN	Classification	2022-08-24 15:02:44	Lisa.thompson@hitouchbusiness services.com	Bid Answer
HiTouch Business Services LLC	TN	Classification	2022-08-24 15:03:17	Lisa.thompson@hitouchbusiness services.com	Bid Answer
HiTouch Business Services LLC	TN	Classification	2022-08-24 15:04:06	Lisa.thompson@hitouchbusiness services.com	Bid Answer
HiTouch Business Services LLC	TN	Classification	2022-08-30 14:20:35	Lisa.thompson@hitouchbusiness services.com	Bid Answer
Hoffman Technologies	CA	Classification	2022-08-02 08:13:12	Samantha.Orange@itemgrabber. com	Bid Notification
HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY	IL	Classification	2022-08-02 08:13:12	hmf.bids@hmhco.com	Bid Notification
Howard Industries, Inc.	MS	Classification	2022-08-02 08:13:12	bids@howardcomputers.com	Bid Notification
Human Relations Media	NY	Classification	2022-08-02 08:13:12	service@hrmvideo.com	Bid Notification
i-Blason, LLC	GA	Classification	2022-08-02 08:13:12	lisa.taylor@i-blason.com	Bid Notification
IBM	NY	Self Invited	2022-08-09 16:02:32	MarkDavis@ibm.com	Bid Answer
IBM	NY	Self Invited	2022-08-15 11:38:26	MarkDavis@ibm.com	Bid Answer
IBM	NY	Self Invited	2022-08-17 15:24:46	MarkDavis@ibm.com	Bid Answer
IBM	NY	Self Invited	2022-08-17 15:28:37	MarkDavis@ibm.com	Bid Answer
IBM	NY	Self Invited	2022-08-17 15:29:29	MarkDavis@ibm.com	Bid Answer
IBM	NY	Self Invited	2022-08-17 15:42:37	MarkDavis@ibm.com	Bid Answer
IBM	NY	Self Invited	2022-08-17 15:47:41	MarkDavis@ibm.com	Bid Answer
IBM	NY	Self Invited	2022-08-17 15:48:31	MarkDavis@ibm.com	Bid Answer
IBM	NY	Self Invited	2022-08-19 10:21:09	MarkDavis@ibm.com	Bid Answer
IBM	NY	Self Invited	2022-08-19 10:21:41	MarkDavis@ibm.com	Bid Answer
IBM	NY	Self Invited	2022-08-19 11:19:50	MarkDavis@ibm.com	Bid Answer
IBM	NY	Self Invited	2022-08-19 11:38:08	MarkDavis@ibm.com	Bid Answer
IBM	NY	Self Invited	2022-08-19 11:50:06	MarkDavis@ibm.com	Addendum Notification
IBM	NY	Self Invited	2022-08-22 10:46:29	MarkDavis@ibm.com	Bid Answer
IBM	NY	Self Invited	2022-08-24 15:02:44	MarkDavis@ibm.com	Bid Answer
IBM	NY	Self Invited	2022-08-24 15:03:17	MarkDavis@ibm.com	Bid Answer
IBM	NY	Self Invited	2022-08-24 15:04:06	MarkDavis@ibm.com	Bid Answer
IBM	NY	Self Invited	2022-08-30 14:20:35	MarkDavis@ibm.com	Bid Answer
ID Shop, A Laminex Company	SC	Classification	2022-08-02 08:13:12	bids@laminex.com	Bid Notification
IkweBay LLC	ND	Classification	2022-08-02 08:13:12	kladucer@indigitech.us	Bid Notification
Imagination Station (dba Istation)	TX	Classification	2022-08-02 08:13:12	proposals@istation.com	Bid Notification
Imagination Station (dba Istation)	TX	Classification	2022-08-09 16:02:32	proposals@istation.com	Bid Answer
Imagination Station (dba Istation)	TX	Classification	2022-08-15 11:38:26	proposals@istation.com	Bid Answer
Imagination Station (dba Istation)	TX	Classification	2022-08-17 15:24:46	proposals@istation.com	Bid Answer
Imagination Station (dba Istation)	TX	Classification	2022-08-17 15:28:37	proposals@istation.com	Bid Answer
Imagination Station (dba Istation)	TX	Classification	2022-08-17 15:29:29	proposals@istation.com	Bid Answer
Imagination Station (dba Istation)	TX	Classification	2022-08-17 15:42:37	proposals@istation.com	Bid Answer
Imagination Station (dba Istation)	TX	Classification	2022-08-17 15:47:41	proposals@istation.com	Bid Answer
Imagination Station (dba Istation)	TX	Classification	2022-08-17 15:48:31	proposals@istation.com	Bid Answer
Imagination Station (dba Istation)	TX	Classification	2022-08-19 10:21:09	proposals@istation.com	Bid Answer
Imagination Station (dba Istation)	TX	Classification	2022-08-19 10:21:41	proposals@istation.com	Bid Answer

Imagination Station (dba Istation)	TX	Classification	2022-08-19 11:19:50	proposals@istation.com	Bid Answer
Imagination Station (dba Istation)	TX	Classification	2022-08-19 11:38:08	proposals@istation.com	Bid Answer
Imagination Station (dba Istation)	TX	Classification	2022-08-19 11:50:06	proposals@istation.com	Addendum Notification
Imagination Station (dba Istation)	TX	Classification	2022-08-22 10:46:29	proposals@istation.com	Bid Answer
Imagination Station (dba Istation)	TX	Classification	2022-08-24 15:02:44	proposals@istation.com	Bid Answer
Imagination Station (dba Istation)	TX	Classification	2022-08-24 15:03:17	proposals@istation.com	Bid Answer
Imagination Station (dba Istation)	TX	Classification	2022-08-24 15:04:06	proposals@istation.com	Bid Answer
Imagination Station (dba Istation)	TX	Classification	2022-08-30 14:20:35	proposals@istation.com	Bid Answer
Imaging Products International	CA	Classification	2022-08-02 08:13:12	robynm@imagingproducts.com	Bid Notification
Immedia LLC	AZ	Classification	2022-08-02 08:13:12	sales@immedia-tech.com	Bid Notification
Independence Business Supply	OH	Classification	2022-08-02 08:13:12	bill.botkin@orderibs.com	Bid Notification
Independent Living Aids	NY	Classification	2022-08-02 08:13:12	karin@independentliving.com	Bid Notification
Independent Living Aids	NY	Classification	2022-08-02 08:13:12	mindy@independentliving.com	Bid Notification
Infobase Holdings, Inc	NY	Classification	2022-08-02 08:13:12	bids@infobaselearning.com	Bid Notification
Information Management Services LLC	OR	Classification	2022-08-02 08:13:12	aaron.haddock@mybinding.com	Bid Notification
Innovative Office Solutions	MN	Self Invited	2022-08-05 14:34:21	ttraetow@innovativeos.com	Bid Answer
Innovative Office Solutions	MN	Self Invited	2022-08-05 14:34:33	ttraetow@innovativeos.com	Bid Answer
Innovative Office Solutions	MN	Self Invited	2022-08-05 14:34:50	ttraetow@innovativeos.com	Bid Answer
Innovative Office Solutions	MN	Self Invited	2022-08-05 14:35:01	ttraetow@innovativeos.com	Bid Answer
Innovative Office Solutions	MN	Self Invited	2022-08-09 16:02:32	ttraetow@innovativeos.com	Bid Answer
Innovative Office Solutions	MN	Self Invited	2022-08-15 11:38:26	ttraetow@innovativeos.com	Bid Answer
Innovative Office Solutions	MN	Self Invited	2022-08-17 15:24:46	ttraetow@innovativeos.com	Bid Answer
Innovative Office Solutions	MN	Self Invited	2022-08-17 15:28:37	ttraetow@innovativeos.com	Bid Answer
Innovative Office Solutions	MN	Self Invited	2022-08-17 15:29:29	ttraetow@innovativeos.com	Bid Answer
Innovative Office Solutions	MN	Self Invited	2022-08-17 15:42:37	ttraetow@innovativeos.com	Bid Answer
Innovative Office Solutions	MN	Self Invited	2022-08-17 15:47:41	ttraetow@innovativeos.com	Bid Answer
Innovative Office Solutions	MN	Self Invited	2022-08-17 15:48:31	ttraetow@innovativeos.com	Bid Answer
Innovative Office Solutions	MN	Self Invited	2022-08-19 10:21:09	ttraetow@innovativeos.com	Bid Answer
Innovative Office Solutions	MN	Self Invited	2022-08-19 10:21:41	ttraetow@innovativeos.com	Bid Answer
Innovative Office Solutions	MN	Self Invited	2022-08-19 11:19:50	ttraetow@innovativeos.com	Bid Answer
Innovative Office Solutions	MN	Self Invited	2022-08-19 11:38:08	ttraetow@innovativeos.com	Bid Answer
Innovative Office Solutions	MN	Self Invited	2022-08-19 11:50:06	ttraetow@innovativeos.com	Addendum Notification
Innovative Office Solutions	MN	Self Invited	2022-08-22 10:46:29	ttraetow@innovativeos.com	Bid Answer
Innovative Office Solutions	MN	Self Invited	2022-08-24 15:02:44	ttraetow@innovativeos.com	Bid Answer
Innovative Office Solutions	MN	Self Invited	2022-08-24 15:03:17	ttraetow@innovativeos.com	Bid Answer
Innovative Office Solutions	MN	Self Invited	2022-08-24 15:04:06	ttraetow@innovativeos.com	Bid Answer
Innovative Office Solutions	MN	Self Invited	2022-08-30 14:20:35	ttraetow@innovativeos.com	Bid Answer
Innovative Office Solutions	SD	Self Invited	2022-08-05 14:34:21	lyle.dabbert@innovativeos.com	Bid Answer
Innovative Office Solutions	SD	Self Invited	2022-08-05 14:34:33	lyle.dabbert@innovativeos.com	Bid Answer
Innovative Office Solutions	SD	Self Invited	2022-08-05 14:34:50	lyle.dabbert@innovativeos.com	Bid Answer
Innovative Office Solutions	SD	Self Invited	2022-08-05 14:35:01	lyle.dabbert@innovativeos.com	Bid Answer
Innovative Office Solutions	SD	Self Invited	2022-08-09 16:02:32	lyle.dabbert@innovativeos.com	Bid Answer
Innovative Office Solutions	SD	Self Invited	2022-08-15 11:38:26	lyle.dabbert@innovativeos.com	Bid Answer
Innovative Office Solutions	SD	Self Invited	2022-08-17 15:24:46	lyle.dabbert@innovativeos.com	Bid Answer
Innovative Office Solutions	SD	Self Invited	2022-08-17 15:28:37	lyle.dabbert@innovativeos.com	Bid Answer
Innovative Office Solutions	SD	Self Invited	2022-08-17 15:29:29	lyle.dabbert@innovativeos.com	Bid Answer
Innovative Office Solutions	SD	Self Invited	2022-08-17 15:42:37	lyle.dabbert@innovativeos.com	Bid Answer
Innovative Office Solutions	SD	Self Invited	2022-08-17 15:47:41	lyle.dabbert@innovativeos.com	Bid Answer
Innovative Office Solutions	SD	Self Invited	2022-08-17 15:48:31	lyle.dabbert@innovativeos.com	Bid Answer
Innovative Office Solutions	SD	Self Invited	2022-08-19 10:21:09	lyle.dabbert@innovativeos.com	Bid Answer
Innovative Office Solutions	SD	Self Invited	2022-08-19 10:21:41	lyle.dabbert@innovativeos.com	Bid Answer
Innovative Office Solutions	SD	Self Invited	2022-08-19 11:19:50	lyle.dabbert@innovativeos.com	Bid Answer
Innovative Office Solutions	SD	Self Invited	2022-08-19 11:38:08	lyle.dabbert@innovativeos.com	Bid Answer
Innovative Office Solutions	SD	Self Invited	2022-08-19 11:50:06	lyle.dabbert@innovativeos.com	Addendum Notification
Innovative Office Solutions	SD	Self Invited	2022-08-22 10:46:29	lyle.dabbert@innovativeos.com	Bid Answer
Innovative Office Solutions	SD	Self Invited	2022-08-24 15:02:44	lyle.dabbert@innovativeos.com	Bid Answer
Innovative Office Solutions	SD	Self Invited	2022-08-24 15:03:17	lyle.dabbert@innovativeos.com	Bid Answer
Innovative Office Solutions	SD	Self Invited	2022-08-24 15:04:06	lyle.dabbert@innovativeos.com	Bid Answer
Innovative Office Solutions	SD	Self Invited	2022-08-30 14:20:35	lyle.dabbert@innovativeos.com	Bid Answer
INTEGRATED FACILITY MANAGEMENT	GA	Self Invited	2022-08-09 16:02:32	dalford@ifm-us.com	Bid Answer
INTEGRATED FACILITY MANAGEMENT	GA	Self Invited	2022-08-15 11:38:26	bids@ifm-us.com	Bid Answer
INTEGRATED FACILITY MANAGEMENT	GA	Self Invited	2022-08-17 15:24:46	bids@ifm-us.com	Bid Answer
INTEGRATED FACILITY MANAGEMENT	GA	Self Invited	2022-08-17 15:28:37	bids@ifm-us.com	Bid Answer
INTEGRATED FACILITY MANAGEMENT	GA	Self Invited	2022-08-17 15:29:29	bids@ifm-us.com	Bid Answer
INTEGRATED FACILITY MANAGEMENT	GA	Self Invited	2022-08-17 15:42:37	bids@ifm-us.com	Bid Answer
INTEGRATED FACILITY MANAGEMENT	GA	Self Invited	2022-08-17 15:47:41	bids@ifm-us.com	Bid Answer

INTEGRATED FACILITY MANAGEMENT	GA	Self Invited	2022-08-17 15:48:31	bids@ifm-us.com	Bid Answer
INTEGRATED FACILITY MANAGEMENT	GA	Self Invited	2022-08-19 10:21:09	bids@ifm-us.com	Bid Answer
INTEGRATED FACILITY MANAGEMENT	GA	Self Invited	2022-08-19 10:21:41	bids@ifm-us.com	Bid Answer
INTEGRATED FACILITY MANAGEMENT	GA	Self Invited	2022-08-19 11:19:50	bids@ifm-us.com	Bid Answer
INTEGRATED FACILITY MANAGEMENT	GA	Self Invited	2022-08-19 11:38:08	bids@ifm-us.com	Bid Answer
INTEGRATED FACILITY MANAGEMENT	GA	Self Invited	2022-08-19 11:50:06	bids@ifm-us.com	Addendum Notification
INTEGRATED FACILITY MANAGEMENT	GA	Self Invited	2022-08-22 10:46:29	bids@ifm-us.com	Bid Answer
INTEGRATED FACILITY MANAGEMENT	GA	Self Invited	2022-08-24 15:02:44	bids@ifm-us.com	Bid Answer
INTEGRATED FACILITY MANAGEMENT	GA	Self Invited	2022-08-24 15:03:17	bids@ifm-us.com	Bid Answer
INTEGRATED FACILITY MANAGEMENT	GA	Self Invited	2022-08-24 15:04:06	bids@ifm-us.com	Bid Answer
INTEGRATED FACILITY MANAGEMENT	GA	Self Invited	2022-08-30 14:20:35	bids@ifm-us.com	Bid Answer
Inter Technologies Corporation	IN	Classification	2022-08-11 12:38:59	kkumarage@intertech.tv	Bid Notification
Inter-Pacific, Inc.	CA	Classification	2022-08-02 08:13:12	rkuk@inter-pacific.com	Bid Notification
Interphase Corporation	TX	Classification	2022-08-02 08:13:12	jskinner@iphase.com	Bid Notification
IPEVO, Inc.	CA	Classification	2022-08-02 08:13:12	sales-america@ipevo.com	Bid Notification
IXL Learning, Inc.	CA	Classification	2022-08-02 08:13:12	proposals@ixl.com	Bid Notification
IXL Learning, Inc.	CA	Classification	2022-08-05 14:34:20	proposals@ixl.com	Bid Answer
IXL Learning, Inc.	CA	Classification	2022-08-05 14:34:33	proposals@ixl.com	Bid Answer
IXL Learning, Inc.	CA	Classification	2022-08-05 14:34:50	proposals@ixl.com	Bid Answer
IXL Learning, Inc.	CA	Classification	2022-08-05 14:35:01	proposals@ixl.com	Bid Answer
IXL Learning, Inc.	CA	Classification	2022-08-09 16:02:32	proposals@ixl.com	Bid Answer
IXL Learning, Inc.	CA	Classification	2022-08-15 11:38:26	proposals@ixl.com	Bid Answer
IXL Learning, Inc.	CA	Classification	2022-08-17 15:24:46	proposals@ixl.com	Bid Answer
IXL Learning, Inc.	CA	Classification	2022-08-17 15:28:37	proposals@ixl.com	Bid Answer
IXL Learning, Inc.	CA	Classification	2022-08-17 15:29:27	proposals@ixl.com	Bid Answer
IXL Learning, Inc.	CA	Classification	2022-08-17 15:42:37	proposals@ixl.com	Bid Answer
IXL Learning, Inc.	CA	Classification	2022-08-17 15:47:41	proposals@ixl.com	Bid Answer
IXL Learning, Inc.	CA	Classification	2022-08-17 15:48:31	proposals@ixl.com	Bid Answer
IXL Learning, Inc.	CA	Classification	2022-08-19 10:21:09	proposals@ixl.com	Bid Answer
IXL Learning, Inc.	CA	Classification	2022-08-19 10:21:41	proposals@ixl.com	Bid Answer
IXL Learning, Inc.	CA	Classification	2022-08-19 11:19:50	proposals@ixl.com	Bid Answer
IXL Learning, Inc.	CA	Classification	2022-08-19 11:38:08	proposals@ixl.com	Bid Answer
IXL Learning, Inc.	CA	Classification	2022-08-19 11:50:06	proposals@ixl.com	Addendum Notification
IXL Learning, Inc.	CA	Classification	2022-08-22 10:46:29	proposals@ixl.com	Bid Answer
IXL Learning, Inc.	CA	Classification	2022-08-24 15:02:44	proposals@ixl.com	Bid Answer
IXL Learning, Inc.	CA	Classification	2022-08-24 15:03:17	proposals@ixl.com	Bid Answer
IXL Learning, Inc.	CA	Classification	2022-08-24 15:04:06	proposals@ixl.com	Bid Answer
IXL Learning, Inc.	CA	Classification	2022-08-30 14:20:35	proposals@ixl.com	Bid Answer
J&R Marketing Inc.	FL	Classification	2022-08-02 08:13:12	Rbuono@brandrageous.com	Bid Notification
J-Tech Digital, Inc.	TX	Classification	2022-08-02 08:13:12	sales@jtechdigital.com	Bid Notification
JANCO & WINNEX INC.	CA	Classification	2022-08-02 08:13:12	jennnifer@janmartusa.com	Bid Notification
Janelle Publications	IL	Classification	2022-08-02 08:13:12	info@janellepublications.com	Bid Notification
JFL Enterprises Inc.	NC	Classification	2022-08-02 08:13:12	marshall.ward@failurefree.com	Bid Notification
John Tortelli	NM	Self Invited	2022-08-05 14:34:21	jntortelli@yahoo.com	Bid Answer
John Tortelli	NM	Self Invited	2022-08-05 14:34:33	jntortelli@yahoo.com	Bid Answer
John Tortelli	NM	Self Invited	2022-08-05 14:34:50	jntortelli@yahoo.com	Bid Answer
John Tortelli	NM	Self Invited	2022-08-05 14:35:01	jntortelli@yahoo.com	Bid Answer
John Tortelli	NM	Self Invited	2022-08-09 16:02:32	jntortelli@yahoo.com	Bid Answer
John Tortelli	NM	Self Invited	2022-08-15 11:38:26	jntortelli@yahoo.com	Bid Answer
John Tortelli	NM	Self Invited	2022-08-17 15:24:46	jntortelli@yahoo.com	Bid Answer
John Tortelli	NM	Self Invited	2022-08-17 15:28:37	jntortelli@yahoo.com	Bid Answer
John Tortelli	NM	Self Invited	2022-08-17 15:29:29	jntortelli@yahoo.com	Bid Answer
John Tortelli	NM	Self Invited	2022-08-17 15:42:37	jntortelli@yahoo.com	Bid Answer
John Tortelli	NM	Self Invited	2022-08-17 15:47:41	jntortelli@yahoo.com	Bid Answer
John Tortelli	NM	Self Invited	2022-08-17 15:48:31	jntortelli@yahoo.com	Bid Answer
John Tortelli	NM	Self Invited	2022-08-19 10:21:09	jntortelli@yahoo.com	Bid Answer
John Tortelli	NM	Self Invited	2022-08-19 10:21:41	jntortelli@yahoo.com	Bid Answer
John Tortelli	NM	Self Invited	2022-08-19 11:19:50	jntortelli@yahoo.com	Bid Answer
John Tortelli	NM	Self Invited	2022-08-19 11:38:08	jntortelli@yahoo.com	Bid Answer
John Tortelli	NM	Self Invited	2022-08-19 11:50:06	jntortelli@yahoo.com	Addendum Notification
John Tortelli	NM	Self Invited	2022-08-22 10:46:29	jntortelli@yahoo.com	Bid Answer
John Tortelli	NM	Self Invited	2022-08-24 15:02:44	jntortelli@yahoo.com	Bid Answer
John Tortelli	NM	Self Invited	2022-08-24 15:03:17	jntortelli@yahoo.com	Bid Answer
John Tortelli	NM	Self Invited	2022-08-24 15:04:06	jntortelli@yahoo.com	Bid Answer
John Tortelli	NM	Self Invited	2022-08-30 14:20:35	jntortelli@yahoo.com	Bid Answer
Joni Industries	FL	Classification	2022-08-02 08:13:12	joseph@joniindustries.com	Bid Notification

JourneyEd.com, Inc	TX	Classification	2022-08-02 08:13:12	bmoore@journeyed.com	Bid Notification
Just Right Reader, Inc.	CA	Classification	2022-09-12 22:38:52	rfp@justrightreader.com	Bid Notification
JWK Machinery Sales Co., Inc	CA	Classification	2022-08-02 08:13:12	sales@machinetoolsjwk.com	Bid Notification
K-Log Inc	IL	Classification	2022-08-02 08:13:12	ebid@k-log.com	Bid Notification
Kamico Instructional Media, Inc.	TX	Classification	2022-08-02 08:13:12	kmichael@kamico.com	Bid Notification
Kamico Instructional Media, Inc.	TX	Classification	2022-08-05 14:34:21	kmichael@kamico.com	Bid Answer
Kamico Instructional Media, Inc.	TX	Classification	2022-08-05 14:34:33	kmichael@kamico.com	Bid Answer
Kamico Instructional Media, Inc.	TX	Classification	2022-08-05 14:34:50	kmichael@kamico.com	Bid Answer
Kamico Instructional Media, Inc.	TX	Classification	2022-08-05 14:35:01	kmichael@kamico.com	Bid Answer
Kamico Instructional Media, Inc.	TX	Classification	2022-08-09 16:02:32	kmichael@kamico.com	Bid Answer
Kamico Instructional Media, Inc.	TX	Classification	2022-08-15 11:38:26	kmichael@kamico.com	Bid Answer
Kamico Instructional Media, Inc.	TX	Classification	2022-08-17 15:24:46	kmichael@kamico.com	Bid Answer
Kamico Instructional Media, Inc.	TX	Classification	2022-08-17 15:28:37	kmichael@kamico.com	Bid Answer
Kamico Instructional Media, Inc.	TX	Classification	2022-08-17 15:29:29	kmichael@kamico.com	Bid Answer
Kamico Instructional Media, Inc.	TX	Classification	2022-08-17 15:42:37	kmichael@kamico.com	Bid Answer
Kamico Instructional Media, Inc.	TX	Classification	2022-08-17 15:47:41	kmichael@kamico.com	Bid Answer
Kamico Instructional Media, Inc.	TX	Classification	2022-08-17 15:48:31	kmichael@kamico.com	Bid Answer
Kamico Instructional Media, Inc.	TX	Classification	2022-08-19 10:21:09	kmichael@kamico.com	Bid Answer
Kamico Instructional Media, Inc.	TX	Classification	2022-08-19 10:21:41	kmichael@kamico.com	Bid Answer
Kamico Instructional Media, Inc.	TX	Classification	2022-08-19 11:19:50	kmichael@kamico.com	Bid Answer
Kamico Instructional Media, Inc.	TX	Classification	2022-08-19 11:38:08	kmichael@kamico.com	Bid Answer
Kamico Instructional Media, Inc.	TX	Classification	2022-08-19 11:50:06	kmichael@kamico.com	Addendum Notification
Kamico Instructional Media, Inc.	TX	Classification	2022-08-22 10:46:29	kmichael@kamico.com	Bid Answer
Kamico Instructional Media, Inc.	TX	Classification	2022-08-24 15:02:44	kmichael@kamico.com	Bid Answer
Kamico Instructional Media, Inc.	TX	Classification	2022-08-24 15:03:17	kmichael@kamico.com	Bid Answer
Kamico Instructional Media, Inc.	TX	Classification	2022-08-24 15:04:06	kmichael@kamico.com	Bid Answer
Kamico Instructional Media, Inc.	TX	Classification	2022-08-30 14:20:35	kmichael@kamico.com	Bid Answer
Kaplan Early Learning Company	NC	Classification	2022-08-02 08:13:12	bids@kaplanco.com	Bid Notification
Kaplan Early Learning Company	NC	Classification	2022-08-05 14:34:21	bids@kaplanco.com	Bid Answer
Kaplan Early Learning Company	NC	Classification	2022-08-05 14:34:33	bids@kaplanco.com	Bid Answer
Kaplan Early Learning Company	NC	Classification	2022-08-05 14:34:50	bids@kaplanco.com	Bid Answer
Kaplan Early Learning Company	NC	Classification	2022-08-05 14:35:01	bids@kaplanco.com	Bid Answer
Kaplan Early Learning Company	NC	Classification	2022-08-09 16:02:32	bids@kaplanco.com	Bid Answer
Kaplan Early Learning Company	NC	Classification	2022-08-15 11:38:26	bids@kaplanco.com	Bid Answer
Kaplan Early Learning Company	NC	Classification	2022-08-17 15:24:46	bids@kaplanco.com	Bid Answer
Kaplan Early Learning Company	NC	Classification	2022-08-17 15:28:37	bids@kaplanco.com	Bid Answer
Kaplan Early Learning Company	NC	Classification	2022-08-17 15:29:29	bids@kaplanco.com	Bid Answer
Kaplan Early Learning Company	NC	Classification	2022-08-17 15:42:37	bids@kaplanco.com	Bid Answer
Kaplan Early Learning Company	NC	Classification	2022-08-17 15:47:41	bids@kaplanco.com	Bid Answer
Kaplan Early Learning Company	NC	Classification	2022-08-17 15:48:31	bids@kaplanco.com	Bid Answer
Kaplan Early Learning Company	NC	Classification	2022-08-19 10:21:09	bids@kaplanco.com	Bid Answer
Kaplan Early Learning Company	NC	Classification	2022-08-19 10:21:41	bids@kaplanco.com	Bid Answer
Kaplan Early Learning Company	NC	Classification	2022-08-19 11:19:50	bids@kaplanco.com	Bid Answer
Kaplan Early Learning Company	NC	Classification	2022-08-19 11:38:08	bids@kaplanco.com	Bid Answer
Kaplan Early Learning Company	NC	Classification	2022-08-19 11:50:06	bids@kaplanco.com	Addendum Notification
Kaplan Early Learning Company	NC	Classification	2022-08-22 10:46:29	bids@kaplanco.com	Bid Answer
Kaplan Early Learning Company	NC	Classification	2022-08-24 15:02:44	bids@kaplanco.com	Bid Answer
Kaplan Early Learning Company	NC	Classification	2022-08-24 15:03:17	bids@kaplanco.com	Bid Answer
Kaplan Early Learning Company	NC	Classification	2022-08-24 15:04:06	bids@kaplanco.com	Bid Answer
Kaplan Early Learning Company	NC	Classification	2022-08-30 14:20:35	bids@kaplanco.com	Bid Answer
Knowledge Unlimited, Inc	WI	Classification	2022-08-02 08:13:12	cindycannon@tds.net	Bid Notification
Knox Supply Company	TX	Classification	2022-08-02 08:13:12	knox752@gmail.com	Bid Notification
Konica Minolta Business Solutions	VA	Classification	2022-08-02 08:13:12	statebids@kmbs.konicaminolta.us	Bid Notification
Konica Minolta Business Solutions	VA	Classification	2022-08-05 14:34:21	statebids@kmbs.konicaminolta.us	Bid Answer
Konica Minolta Business Solutions	VA	Classification	2022-08-05 14:34:33	statebids@kmbs.konicaminolta.us	Bid Answer
Konica Minolta Business Solutions	VA	Classification	2022-08-05 14:34:50	statebids@kmbs.konicaminolta.us	Bid Answer
Konica Minolta Business Solutions	VA	Classification	2022-08-05 14:35:01	statebids@kmbs.konicaminolta.us	Bid Answer
Konica Minolta Business Solutions	VA	Classification	2022-08-09 16:02:32	statebids@kmbs.konicaminolta.us	Bid Answer
Konica Minolta Business Solutions	VA	Classification	2022-08-15 11:38:26	statebids@kmbs.konicaminolta.us	Bid Answer

Konica Minolta Business Solutions	VA	Classification	2022-08-17 15:24:46	statebids@kmbs.konicaminolta.us	Bid Answer
Konica Minolta Business Solutions	VA	Classification	2022-08-17 15:28:37	statebids@kmbs.konicaminolta.us	Bid Answer
Konica Minolta Business Solutions	VA	Classification	2022-08-17 15:29:29	statebids@kmbs.konicaminolta.us	Bid Answer
Konica Minolta Business Solutions	VA	Classification	2022-08-17 15:42:37	statebids@kmbs.konicaminolta.us	Bid Answer
Konica Minolta Business Solutions	VA	Classification	2022-08-17 15:47:41	statebids@kmbs.konicaminolta.us	Bid Answer
Konica Minolta Business Solutions	VA	Classification	2022-08-17 15:48:31	statebids@kmbs.konicaminolta.us	Bid Answer
Konica Minolta Business Solutions	VA	Classification	2022-08-19 10:21:09	statebids@kmbs.konicaminolta.us	Bid Answer
Konica Minolta Business Solutions	VA	Classification	2022-08-19 10:21:41	statebids@kmbs.konicaminolta.us	Bid Answer
Konica Minolta Business Solutions	VA	Classification	2022-08-19 11:19:50	statebids@kmbs.konicaminolta.us	Bid Answer
Konica Minolta Business Solutions	VA	Classification	2022-08-19 11:38:08	statebids@kmbs.konicaminolta.us	Bid Answer
Konica Minolta Business Solutions	VA	Classification	2022-08-19 11:50:06	statebids@kmbs.konicaminolta.us	Addendum Notification
Konica Minolta Business Solutions	VA	Classification	2022-08-22 10:46:29	statebids@kmbs.konicaminolta.us	Bid Answer
Konica Minolta Business Solutions	VA	Classification	2022-08-24 15:02:44	statebids@kmbs.konicaminolta.us	Bid Answer
Konica Minolta Business Solutions	VA	Classification	2022-08-24 15:03:17	statebids@kmbs.konicaminolta.us	Bid Answer
Konica Minolta Business Solutions	VA	Classification	2022-08-24 15:04:06	statebids@kmbs.konicaminolta.us	Bid Answer
Konica Minolta Business Solutions	VA	Classification	2022-08-30 14:20:35	statebids@kmbs.konicaminolta.us	Bid Answer
Kynetic Technologies LLC	FL	Classification	2022-08-02 08:13:12	MattM@kynetictech.com	Bid Notification
L3Harris Technologies, Inc., D.P. Associates Division	UT	Classification	2022-08-02 08:13:12	dpa.contracts@l3harris.com	Bid Notification
Lakeshore Learning Materials, LLC	CA	Classification	2022-08-02 08:13:12	BIDDEPT@LAKESHORELEARNING.COM	Bid Notification
Lakeshore Learning Materials, LLC	CA	Classification	2022-08-05 14:34:21	BIDDEPT@LAKESHORELEARNING.COM	Bid Answer
Lakeshore Learning Materials, LLC	CA	Classification	2022-08-05 14:34:33	BIDDEPT@LAKESHORELEARNING.COM	Bid Answer
Lakeshore Learning Materials, LLC	CA	Classification	2022-08-05 14:34:50	BIDDEPT@LAKESHORELEARNING.COM	Bid Answer
Lakeshore Learning Materials, LLC	CA	Classification	2022-08-05 14:35:01	BIDDEPT@LAKESHORELEARNING.COM	Bid Answer
Lakeshore Learning Materials, LLC	CA	Classification	2022-08-09 16:02:32	BIDDEPT@LAKESHORELEARNING.COM	Bid Answer
Lakeshore Learning Materials, LLC	CA	Classification	2022-08-15 11:38:26	BIDDEPT@LAKESHORELEARNING.COM	Bid Answer
Lakeshore Learning Materials, LLC	CA	Classification	2022-08-17 15:24:46	BIDDEPT@LAKESHORELEARNING.COM	Bid Answer
Lakeshore Learning Materials, LLC	CA	Classification	2022-08-17 15:28:37	BIDDEPT@LAKESHORELEARNING.COM	Bid Answer
Lakeshore Learning Materials, LLC	CA	Classification	2022-08-17 15:29:29	BIDDEPT@LAKESHORELEARNING.COM	Bid Answer
Lakeshore Learning Materials, LLC	CA	Classification	2022-08-17 15:42:37	BIDDEPT@LAKESHORELEARNING.COM	Bid Answer
Lakeshore Learning Materials, LLC	CA	Classification	2022-08-17 15:47:41	BIDDEPT@LAKESHORELEARNING.COM	Bid Answer
Lakeshore Learning Materials, LLC	CA	Classification	2022-08-17 15:48:31	BIDDEPT@LAKESHORELEARNING.COM	Bid Answer
Lakeshore Learning Materials, LLC	CA	Classification	2022-08-19 10:21:09	BIDDEPT@LAKESHORELEARNING.COM	Bid Answer
Lakeshore Learning Materials, LLC	CA	Classification	2022-08-19 10:21:41	BIDDEPT@LAKESHORELEARNING.COM	Bid Answer

Lakeshore Learning Materials, LLC	CA	Classification	2022-08-19 11:19:50	BIDDEPT@LAKESHORELEARNING.COM	Bid Answer
Lakeshore Learning Materials, LLC	CA	Classification	2022-08-19 11:38:08	BIDDEPT@LAKESHORELEARNING.COM	Bid Answer
Lakeshore Learning Materials, LLC	CA	Classification	2022-08-19 11:50:06	BIDDEPT@LAKESHORELEARNING.COM	Addendum Notification
Lakeshore Learning Materials, LLC	CA	Classification	2022-08-22 10:46:29	BIDDEPT@LAKESHORELEARNING.COM	Bid Answer
Lakeshore Learning Materials, LLC	CA	Classification	2022-08-24 15:02:44	BIDDEPT@LAKESHORELEARNING.COM	Bid Answer
Lakeshore Learning Materials, LLC	CA	Classification	2022-08-24 15:03:17	BIDDEPT@LAKESHORELEARNING.COM	Bid Answer
Lakeshore Learning Materials, LLC	CA	Classification	2022-08-24 15:04:06	BIDDEPT@LAKESHORELEARNING.COM	Bid Answer
Lakeshore Learning Materials, LLC	CA	Classification	2022-08-30 14:20:35	BIDDEPT@LAKESHORELEARNING.COM	Bid Answer
Lalilo Inc.	CA	Classification	2022-08-02 08:13:12	rfp@lalilo.com	Bid Notification
Learn-Ed LLC	TX	Classification	2022-08-02 08:13:12	nalini@edusmart.com	Bid Notification
Learning A-Z, LLC	TX	Classification	2022-08-02 08:13:12	LAZBidsContracts@learninga-z.com	Bid Notification
Learning A-Z, LLC	TX	Classification	2022-08-02 08:13:12	LAZBidsContracts@learninga-z.com	Bid Notification
Learning A-Z, LLC	TX	Classification	2022-08-05 14:34:21	LAZBidsContracts@learninga-z.com	Bid Answer
Learning A-Z, LLC	TX	Classification	2022-08-05 14:34:33	LAZBidsContracts@learninga-z.com	Bid Answer
Learning A-Z, LLC	TX	Classification	2022-08-05 14:34:50	LAZBidsContracts@learninga-z.com	Bid Answer
Learning A-Z, LLC	TX	Classification	2022-08-05 14:35:01	LAZBidsContracts@learninga-z.com	Bid Answer
Learning A-Z, LLC	TX	Classification	2022-08-09 16:02:32	LAZBidsContracts@learninga-z.com	Bid Answer
Learning A-Z, LLC	TX	Classification	2022-08-15 11:38:26	LAZBidsContracts@learninga-z.com	Bid Answer
Learning A-Z, LLC	TX	Classification	2022-08-17 15:24:46	LAZBidsContracts@learninga-z.com	Bid Answer
Learning A-Z, LLC	TX	Classification	2022-08-17 15:28:37	LAZBidsContracts@learninga-z.com	Bid Answer
Learning A-Z, LLC	TX	Classification	2022-08-17 15:29:29	LAZBidsContracts@learninga-z.com	Bid Answer
Learning A-Z, LLC	TX	Classification	2022-08-17 15:42:37	LAZBidsContracts@learninga-z.com	Bid Answer
Learning A-Z, LLC	TX	Classification	2022-08-17 15:47:41	LAZBidsContracts@learninga-z.com	Bid Answer
Learning A-Z, LLC	TX	Classification	2022-08-17 15:48:31	LAZBidsContracts@learninga-z.com	Bid Answer
Learning A-Z, LLC	TX	Classification	2022-08-19 10:21:09	LAZBidsContracts@learninga-z.com	Bid Answer
Learning A-Z, LLC	TX	Classification	2022-08-19 10:21:41	LAZBidsContracts@learninga-z.com	Bid Answer
Learning A-Z, LLC	TX	Classification	2022-08-19 11:19:50	LAZBidsContracts@learninga-z.com	Bid Answer
Learning A-Z, LLC	TX	Classification	2022-08-19 11:38:08	LAZBidsContracts@learninga-z.com	Bid Answer
Learning A-Z, LLC	TX	Classification	2022-08-19 11:50:06	LAZBidsContracts@learninga-z.com	Addendum Notification
Learning A-Z, LLC	TX	Classification	2022-08-22 10:46:29	LAZBidsContracts@learninga-z.com	Bid Answer
Learning A-Z, LLC	TX	Classification	2022-08-24 15:02:44	LAZBidsContracts@learninga-z.com	Bid Answer
Learning A-Z, LLC	TX	Classification	2022-08-24 15:03:17	LAZBidsContracts@learninga-z.com	Bid Answer
Learning A-Z, LLC	TX	Classification	2022-08-24 15:04:06	LAZBidsContracts@learninga-z.com	Bid Answer

Learning A-Z, LLC	TX	Classification	2022-08-30 14:20:35	LAZBidsContracts@learninga-z.com	Bid Answer
Learning Seed, LLC	IL	Classification	2022-08-02 08:13:12	info@learningseed.com	Bid Notification
Lifeline Audio Video Technologies	WI	Classification	2022-08-02 08:13:12	don@lifelineav.com	Bid Notification
Lighthouse for the Blind, Inc	WA	Classification	2022-08-02 08:13:12	lpeschon@seattlelh.org	Bid Notification
LightSail, Inc.	NY	Classification	2022-08-02 08:13:12	mike@lightsailed.com	Bid Notification
Lightspeed Technologies, Inc.	OR	Classification	2022-08-02 08:13:12	lsbids@lightspeed-tek.com	Bid Notification
Lightspeed Technologies, Inc.	OR	Classification	2022-08-05 14:34:21	lsbids@lightspeed-tek.com	Bid Answer
Lightspeed Technologies, Inc.	OR	Classification	2022-08-05 14:34:33	lsbids@lightspeed-tek.com	Bid Answer
Lightspeed Technologies, Inc.	OR	Classification	2022-08-05 14:34:50	lsbids@lightspeed-tek.com	Bid Answer
Lightspeed Technologies, Inc.	OR	Classification	2022-08-05 14:35:01	lsbids@lightspeed-tek.com	Bid Answer
Lightspeed Technologies, Inc.	OR	Classification	2022-08-09 16:02:32	lsbids@lightspeed-tek.com	Bid Answer
Lightspeed Technologies, Inc.	OR	Classification	2022-08-15 11:38:26	lsbids@lightspeed-tek.com	Bid Answer
Lightspeed Technologies, Inc.	OR	Classification	2022-08-17 15:24:46	lsbids@lightspeed-tek.com	Bid Answer
Lightspeed Technologies, Inc.	OR	Classification	2022-08-17 15:28:37	lsbids@lightspeed-tek.com	Bid Answer
Lightspeed Technologies, Inc.	OR	Classification	2022-08-17 15:29:29	lsbids@lightspeed-tek.com	Bid Answer
Lightspeed Technologies, Inc.	OR	Classification	2022-08-17 15:42:37	lsbids@lightspeed-tek.com	Bid Answer
Lightspeed Technologies, Inc.	OR	Classification	2022-08-17 15:47:41	lsbids@lightspeed-tek.com	Bid Answer
Lightspeed Technologies, Inc.	OR	Classification	2022-08-17 15:48:31	lsbids@lightspeed-tek.com	Bid Answer
Lightspeed Technologies, Inc.	OR	Classification	2022-08-19 10:21:09	lsbids@lightspeed-tek.com	Bid Answer
Lightspeed Technologies, Inc.	OR	Classification	2022-08-19 10:21:41	lsbids@lightspeed-tek.com	Bid Answer
Lightspeed Technologies, Inc.	OR	Classification	2022-08-19 11:19:50	lsbids@lightspeed-tek.com	Bid Answer
Lightspeed Technologies, Inc.	OR	Classification	2022-08-19 11:38:08	lsbids@lightspeed-tek.com	Bid Answer
Lightspeed Technologies, Inc.	OR	Classification	2022-08-19 11:50:06	lsbids@lightspeed-tek.com	Addendum Notification
Lightspeed Technologies, Inc.	OR	Classification	2022-08-22 10:46:29	lsbids@lightspeed-tek.com	Bid Answer
Lightspeed Technologies, Inc.	OR	Classification	2022-08-24 15:02:44	lsbids@lightspeed-tek.com	Bid Answer
Lightspeed Technologies, Inc.	OR	Classification	2022-08-24 15:03:17	lsbids@lightspeed-tek.com	Bid Answer
Lightspeed Technologies, Inc.	OR	Classification	2022-08-24 15:04:06	lsbids@lightspeed-tek.com	Bid Answer
Lightspeed Technologies, Inc.	OR	Classification	2022-08-30 14:20:35	lsbids@lightspeed-tek.com	Bid Answer
Littera Education	NY	Classification	2022-08-02 08:13:12	rfp@litteraeducation.com	Bid Notification
Littera Education	NY	Classification	2022-08-05 14:34:21	rfp@litteraeducation.com	Bid Answer
Littera Education	NY	Classification	2022-08-05 14:34:33	rfp@litteraeducation.com	Bid Answer
Littera Education	NY	Classification	2022-08-05 14:34:50	rfp@litteraeducation.com	Bid Answer
Littera Education	NY	Classification	2022-08-05 14:35:01	rfp@litteraeducation.com	Bid Answer
Littera Education	NY	Classification	2022-08-09 16:02:32	rfp@litteraeducation.com	Bid Answer
Littera Education	NY	Classification	2022-08-15 11:38:26	rfp@litteraeducation.com	Bid Answer
Littera Education	NY	Classification	2022-08-17 15:24:46	rfp@litteraeducation.com	Bid Answer
Littera Education	NY	Classification	2022-08-17 15:28:37	rfp@litteraeducation.com	Bid Answer
Littera Education	NY	Classification	2022-08-17 15:29:29	rfp@litteraeducation.com	Bid Answer
Littera Education	NY	Classification	2022-08-17 15:42:37	rfp@litteraeducation.com	Bid Answer
Littera Education	NY	Classification	2022-08-17 15:47:41	rfp@litteraeducation.com	Bid Answer
Littera Education	NY	Classification	2022-08-17 15:48:31	rfp@litteraeducation.com	Bid Answer
Littera Education	NY	Classification	2022-08-19 10:21:09	rfp@litteraeducation.com	Bid Answer
Littera Education	NY	Classification	2022-08-19 10:21:41	rfp@litteraeducation.com	Bid Answer
Littera Education	NY	Classification	2022-08-19 11:19:50	rfp@litteraeducation.com	Bid Answer
Littera Education	NY	Classification	2022-08-19 11:38:08	rfp@litteraeducation.com	Bid Answer
Littera Education	NY	Classification	2022-08-19 11:50:06	rfp@litteraeducation.com	Addendum Notification
Littera Education	NY	Classification	2022-08-22 10:46:29	rfp@litteraeducation.com	Bid Answer
Littera Education	NY	Classification	2022-08-24 15:02:44	rfp@litteraeducation.com	Bid Answer
Littera Education	NY	Classification	2022-08-24 15:03:17	rfp@litteraeducation.com	Bid Answer
Littera Education	NY	Classification	2022-08-24 15:04:06	rfp@litteraeducation.com	Bid Answer
Littera Education	NY	Classification	2022-08-30 14:20:35	rfp@litteraeducation.com	Bid Answer
littleBits	NY	Classification	2022-08-02 08:13:12	justin.clark@littlebits.com	Bid Notification
LMG LLC	TN	Classification	2022-08-02 08:13:12	tim.slade@lmg.net	Bid Notification
Love International Inc	FL	Classification	2022-08-02 08:13:12	ScienceUSA@gmail.com	Bid Notification
LS&S LLC	NY	Classification	2022-08-02 08:13:12	kevinmc@lssproducts.com	Bid Notification
MAAT Resources Inc	CA	Classification	2022-08-02 08:13:12	diane@abcstuff.com	Bid Notification
Magid Glove & Safety	IL	Classification	2022-08-02 08:13:12	ianquan@magidglove.com	Bid Notification
Makit Supply, Inc.	TX	Classification	2022-08-02 08:13:12	scott@laminatorwarehouse.com	Bid Notification
Mansion Grove House, LLC	TX	Classification	2022-08-02 08:13:12	mukta_uday@mansionselect.com	Bid Notification
Mark My Words LLC	AZ	Classification	2022-08-02 08:13:12	susan@walkerbookstore.com	Bid Notification
Markertek Video Supply	NY	Classification	2022-08-02 08:13:12	mpinelli@markertek.com	Bid Notification
Master Video Systems	TX	Classification	2022-08-02 08:13:12	michael.russo@mvsystems.net	Bid Notification
Master Video Systems	TX	Classification	2022-08-02 08:13:12	erik.beyer@mvsystems.net	Bid Notification
Mattingly Low Vision, Inc.	TX	Classification	2022-08-02 08:13:12	Sean@MattinglyLowVision.com	Bid Notification

Maxi Aids Inc	NY	Classification	2022-08-02 08:13:12	sales@maxiaids.com	Bid Notification
maxiaids	NY	Classification	2022-08-02 08:13:12	marketing@maxiaids.com	Bid Notification
MaxiAids, Inc.	NY	Classification	2022-08-02 08:13:12	bids@maxiaids.com	Bid Notification
MaxiAids, Inc.	NY	Classification	2022-08-30 14:20:34	bids@maxiaids.com	Bid Answer
MCD Solutions Inc.	MN	Classification	2022-08-02 08:13:12	jlee@mcdsolutions.biz	Bid Notification
Mechdyne corp	IA	Classification	2022-08-02 08:13:12	ian.hamilton@mechdyne.com	Bid Notification
MedexSupply Distributors Inc	NY	Classification	2022-08-02 08:13:12	gov@medexsupply.com	Bid Notification
Medicaleshop Inc.	CT	Classification	2022-08-02 08:13:12	bids@medicaleshop.com	Bid Notification
Melzak Media	CA	Classification	2022-08-02 08:13:12	rj@melzakmedia.com	Bid Notification
Mendtronix, Inc	CA	Classification	2022-08-02 08:13:12	susan.williams@mendtronix.com	Bid Notification
Michaels Stores Inc & Subs	TX	Self Invited	2022-08-05 14:34:21	rosann@michaels.com	Bid Answer
Michaels Stores Inc & Subs	TX	Self Invited	2022-08-05 14:34:33	rosann@michaels.com	Bid Answer
Michaels Stores Inc & Subs	TX	Self Invited	2022-08-05 14:34:50	rosann@michaels.com	Bid Answer
Michaels Stores Inc & Subs	TX	Self Invited	2022-08-05 14:35:01	rosann@michaels.com	Bid Answer
Michaels Stores Inc & Subs	TX	Self Invited	2022-08-09 16:02:32	rosann@michaels.com	Bid Answer
Michaels Stores Inc & Subs	TX	Self Invited	2022-08-15 11:38:26	rosann@michaels.com	Bid Answer
Michaels Stores Inc & Subs	TX	Self Invited	2022-08-17 15:24:46	rosann@michaels.com	Bid Answer
Michaels Stores Inc & Subs	TX	Self Invited	2022-08-17 15:28:37	rosann@michaels.com	Bid Answer
Michaels Stores Inc & Subs	TX	Self Invited	2022-08-17 15:29:29	rosann@michaels.com	Bid Answer
Michaels Stores Inc & Subs	TX	Self Invited	2022-08-17 15:42:36	rosann@michaels.com	Bid Answer
Michaels Stores Inc & Subs	TX	Self Invited	2022-08-17 15:47:41	rosann@michaels.com	Bid Answer
Michaels Stores Inc & Subs	TX	Self Invited	2022-08-17 15:48:31	rosann@michaels.com	Bid Answer
Michaels Stores Inc & Subs	TX	Self Invited	2022-08-19 10:21:09	rosann@michaels.com	Bid Answer
Michaels Stores Inc & Subs	TX	Self Invited	2022-08-19 10:21:41	rosann@michaels.com	Bid Answer
Michaels Stores Inc & Subs	TX	Self Invited	2022-08-19 11:19:50	rosann@michaels.com	Bid Answer
Michaels Stores Inc & Subs	TX	Self Invited	2022-08-19 11:38:08	rosann@michaels.com	Bid Answer
Michaels Stores Inc & Subs	TX	Self Invited	2022-08-19 11:50:06	rosann@michaels.com	Addendum Notification
Michaels Stores Inc & Subs	TX	Self Invited	2022-08-22 10:46:29	rosann@michaels.com	Bid Answer
Michaels Stores Inc & Subs	TX	Self Invited	2022-08-24 15:02:44	rosann@michaels.com	Bid Answer
Michaels Stores Inc & Subs	TX	Self Invited	2022-08-24 15:03:17	rosann@michaels.com	Bid Answer
Michaels Stores Inc & Subs	TX	Self Invited	2022-08-24 15:04:06	rosann@michaels.com	Bid Answer
Michaels Stores Inc & Subs	TX	Self Invited	2022-08-30 14:20:35	rosann@michaels.com	Bid Answer
MIDWEST SHOP SUPPLIES INC dba MIDWEST TECHNOLOGY PRODUCTS	IA	Classification	2022-08-02 08:13:12	AKENNEDY@MIDWESTTECHNOL OGY.COM	Bid Notification
Missouri Office Systems & Supplies, Inc.	MO	Classification	2022-08-02 08:13:12	greg@8asupplier.com	Bid Notification
Modern Imaging Solutions	CA	Classification	2022-08-02 08:13:12	Kraymerp@modernimagingsoluti ons.com	Bid Notification
Modern Imaging Solutions Inc	CA	Classification	2022-08-02 08:13:12	joanae@modernimagingsolution s.com	Bid Notification
Moos Printing & Advertising	OH	Classification	2022-08-02 08:13:12	mattmoos@moosprinting.com	Bid Notification
MTECH Mobility Health	FL	Classification	2022-08-02 08:13:12	jack.marquez@mtechmobility.co m	Bid Notification
Multimedia Solutions, Inc.	FL	Classification	2022-08-06 07:41:12	bkuttel@multimedia-fl.com	Bid Notification
MUSIC IN MOTION	TX	Classification	2022-08-02 08:13:12	bids@musicmotion.com	Bid Notification
MUSIC IN MOTION	TX	Classification	2022-08-05 14:34:21	bids@musicmotion.com	Bid Answer
MUSIC IN MOTION	TX	Classification	2022-08-05 14:34:33	bids@musicmotion.com	Bid Answer
MUSIC IN MOTION	TX	Classification	2022-08-05 14:34:50	bids@musicmotion.com	Bid Answer
MUSIC IN MOTION	TX	Classification	2022-08-05 14:35:01	bids@musicmotion.com	Bid Answer
MUSIC IN MOTION	TX	Classification	2022-08-09 16:02:32	bids@musicmotion.com	Bid Answer
MUSIC IN MOTION	TX	Classification	2022-08-15 11:38:26	bids@musicmotion.com	Bid Answer
MUSIC IN MOTION	TX	Classification	2022-08-17 15:24:44	bids@musicmotion.com	Bid Answer
MUSIC IN MOTION	TX	Classification	2022-08-17 15:28:37	bids@musicmotion.com	Bid Answer
MUSIC IN MOTION	TX	Classification	2022-08-17 15:29:29	bids@musicmotion.com	Bid Answer
MUSIC IN MOTION	TX	Classification	2022-08-17 15:42:37	bids@musicmotion.com	Bid Answer
MUSIC IN MOTION	TX	Classification	2022-08-17 15:47:41	bids@musicmotion.com	Bid Answer
MUSIC IN MOTION	TX	Classification	2022-08-17 15:48:31	bids@musicmotion.com	Bid Answer
MUSIC IN MOTION	TX	Classification	2022-08-19 10:21:09	bids@musicmotion.com	Bid Answer
MUSIC IN MOTION	TX	Classification	2022-08-19 10:21:39	bids@musicmotion.com	Bid Answer
MUSIC IN MOTION	TX	Classification	2022-08-19 11:19:50	bids@musicmotion.com	Bid Answer
MUSIC IN MOTION	TX	Classification	2022-08-19 11:38:08	bids@musicmotion.com	Bid Answer
MUSIC IN MOTION	TX	Classification	2022-08-19 11:50:06	bids@musicmotion.com	Addendum Notification
MUSIC IN MOTION	TX	Classification	2022-08-22 10:46:29	bids@musicmotion.com	Bid Answer
MUSIC IN MOTION	TX	Classification	2022-08-24 15:02:44	bids@musicmotion.com	Bid Answer
MUSIC IN MOTION	TX	Classification	2022-08-24 15:03:17	bids@musicmotion.com	Bid Answer
MUSIC IN MOTION	TX	Classification	2022-08-24 15:04:06	bids@musicmotion.com	Bid Answer
MUSIC IN MOTION	TX	Classification	2022-08-30 14:20:35	bids@musicmotion.com	Bid Answer

Musically Aligned	CA	Classification	2022-08-02 08:13:12	info@musicallyaligned.com	Bid Notification
NADA Scientific, Ltd.	NY	Classification	2022-08-02 08:13:12	support@nadascientific.com	Bid Notification
Nasco Education LLC	WI	Classification	2022-08-02 08:13:12	bids@nascoeducation.com	Bid Notification
Nasco Education LLC	WI	Classification	2022-08-05 14:34:21	bids@nascoeducation.com	Bid Answer
Nasco Education LLC	WI	Classification	2022-08-05 14:34:33	bids@nascoeducation.com	Bid Answer
Nasco Education LLC	WI	Classification	2022-08-05 14:34:50	bids@nascoeducation.com	Bid Answer
Nasco Education LLC	WI	Classification	2022-08-05 14:35:01	bids@nascoeducation.com	Bid Answer
Nasco Education LLC	WI	Classification	2022-08-09 16:02:32	bids@nascoeducation.com	Bid Answer
Nasco Education LLC	WI	Classification	2022-08-15 11:38:26	bids@nascoeducation.com	Bid Answer
Nasco Education LLC	WI	Classification	2022-08-17 15:24:46	bids@nascoeducation.com	Bid Answer
Nasco Education LLC	WI	Classification	2022-08-17 15:28:37	bids@nascoeducation.com	Bid Answer
Nasco Education LLC	WI	Classification	2022-08-17 15:29:29	bids@nascoeducation.com	Bid Answer
Nasco Education LLC	WI	Classification	2022-08-17 15:42:37	bids@nascoeducation.com	Bid Answer
Nasco Education LLC	WI	Classification	2022-08-17 15:47:41	bids@nascoeducation.com	Bid Answer
Nasco Education LLC	WI	Classification	2022-08-17 15:48:31	bids@nascoeducation.com	Bid Answer
Nasco Education LLC	WI	Classification	2022-08-19 10:21:09	bids@nascoeducation.com	Bid Answer
Nasco Education LLC	WI	Classification	2022-08-19 10:21:41	bids@nascoeducation.com	Bid Answer
Nasco Education LLC	WI	Classification	2022-08-19 11:19:50	bids@nascoeducation.com	Bid Answer
Nasco Education LLC	WI	Classification	2022-08-19 11:38:08	bids@nascoeducation.com	Bid Answer
Nasco Education LLC	WI	Classification	2022-08-19 11:50:06	bids@nascoeducation.com	Addendum Notification
Nasco Education LLC	WI	Classification	2022-08-22 10:46:29	bids@nascoeducation.com	Bid Answer
Nasco Education LLC	WI	Classification	2022-08-24 15:02:44	bids@nascoeducation.com	Bid Answer
Nasco Education LLC	WI	Classification	2022-08-24 15:03:17	bids@nascoeducation.com	Bid Answer
Nasco Education LLC	WI	Classification	2022-08-24 15:04:06	bids@nascoeducation.com	Bid Answer
Nasco Education LLC	WI	Classification	2022-08-30 14:20:35	bids@nascoeducation.com	Bid Answer
National Educational Systems, Inc	TX	Classification	2022-08-02 08:13:12	customerservice@shopnes.com	Bid Notification
NCS Pearson, Inc	TX	Classification	2022-08-02 08:13:12	catalogbidsandproposals@pears on.com	Bid Notification
NCS Pearson, Inc	TX	Classification	2022-08-05 14:34:21	catalogbidsandproposals@pears on.com	Bid Answer
NCS Pearson, Inc	TX	Classification	2022-08-05 14:34:33	catalogbidsandproposals@pears on.com	Bid Answer
NCS Pearson, Inc	TX	Classification	2022-08-05 14:34:50	catalogbidsandproposals@pears on.com	Bid Answer
NCS Pearson, Inc	TX	Classification	2022-08-05 14:35:01	catalogbidsandproposals@pears on.com	Bid Answer
NCS Pearson, Inc	TX	Classification	2022-08-09 16:02:32	catalogbidsandproposals@pears on.com	Bid Answer
NCS Pearson, Inc	TX	Classification	2022-08-15 11:38:26	catalogbidsandproposals@pears on.com	Bid Answer
NCS Pearson, Inc	TX	Classification	2022-08-17 15:24:46	catalogbidsandproposals@pears on.com	Bid Answer
NCS Pearson, Inc	TX	Classification	2022-08-17 15:28:37	catalogbidsandproposals@pears on.com	Bid Answer
NCS Pearson, Inc	TX	Classification	2022-08-17 15:29:29	catalogbidsandproposals@pears on.com	Bid Answer
NCS Pearson, Inc	TX	Classification	2022-08-17 15:42:37	catalogbidsandproposals@pears on.com	Bid Answer
NCS Pearson, Inc	TX	Classification	2022-08-17 15:47:41	catalogbidsandproposals@pears on.com	Bid Answer
NCS Pearson, Inc	TX	Classification	2022-08-17 15:48:31	catalogbidsandproposals@pears on.com	Bid Answer
NCS Pearson, Inc	TX	Classification	2022-08-19 10:21:09	catalogbidsandproposals@pears on.com	Bid Answer
NCS Pearson, Inc	TX	Classification	2022-08-19 10:21:41	catalogbidsandproposals@pears on.com	Bid Answer
NCS Pearson, Inc	TX	Classification	2022-08-19 11:19:50	catalogbidsandproposals@pears on.com	Bid Answer
NCS Pearson, Inc	TX	Classification	2022-08-19 11:38:08	catalogbidsandproposals@pears on.com	Bid Answer
NCS Pearson, Inc	TX	Classification	2022-08-19 11:50:06	catalogbidsandproposals@pears on.com	Addendum Notification
NCS Pearson, Inc	TX	Classification	2022-08-22 10:46:29	catalogbidsandproposals@pears on.com	Bid Answer
NCS Pearson, Inc	TX	Classification	2022-08-24 15:02:44	catalogbidsandproposals@pears on.com	Bid Answer

NCS Pearson, Inc	TX	Classification	2022-08-24 15:03:17	catalogbidsandproposals@pears on.com	Bid Answer
NCS Pearson, Inc	TX	Classification	2022-08-24 15:04:06	catalogbidsandproposals@pears on.com	Bid Answer
NCS Pearson, Inc	TX	Classification	2022-08-30 14:20:35	catalogbidsandproposals@pears on.com	Bid Answer
Newline Interactive	TX	Classification	2022-08-02 08:13:12	kkeni@newline-interactive.com	Bid Notification
Newsela Inc	NY	Classification	2022-08-02 08:13:12	procurement@newsela.com	Bid Notification
Newsela Inc	NY	Classification	2022-08-05 14:34:21	procurement@newsela.com	Bid Answer
Newsela Inc	NY	Classification	2022-08-05 14:34:33	procurement@newsela.com	Bid Answer
Newsela Inc	NY	Classification	2022-08-05 14:34:50	procurement@newsela.com	Bid Answer
Newsela Inc	NY	Classification	2022-08-05 14:35:01	procurement@newsela.com	Bid Answer
Newsela Inc	NY	Classification	2022-08-09 16:02:32	procurement@newsela.com	Bid Answer
Newsela Inc	NY	Classification	2022-08-15 11:38:26	procurement@newsela.com	Bid Answer
Newsela Inc	NY	Classification	2022-08-17 15:24:46	procurement@newsela.com	Bid Answer
Newsela Inc	NY	Classification	2022-08-17 15:28:37	procurement@newsela.com	Bid Answer
Newsela Inc	NY	Classification	2022-08-17 15:29:29	procurement@newsela.com	Bid Answer
Newsela Inc	NY	Classification	2022-08-17 15:42:37	procurement@newsela.com	Bid Answer
Newsela Inc	NY	Classification	2022-08-17 15:47:41	procurement@newsela.com	Bid Answer
Newsela Inc	NY	Classification	2022-08-17 15:48:31	procurement@newsela.com	Bid Answer
Newsela Inc	NY	Classification	2022-08-19 10:21:09	procurement@newsela.com	Bid Answer
Newsela Inc	NY	Classification	2022-08-19 10:21:41	procurement@newsela.com	Bid Answer
Newsela Inc	NY	Classification	2022-08-19 11:19:50	procurement@newsela.com	Bid Answer
Newsela Inc	NY	Classification	2022-08-19 11:38:08	procurement@newsela.com	Bid Answer
Newsela Inc	NY	Classification	2022-08-19 11:50:06	procurement@newsela.com	Addendum Notification
Newsela Inc	NY	Classification	2022-08-22 10:46:29	procurement@newsela.com	Bid Answer
Newsela Inc	NY	Classification	2022-08-24 15:02:44	procurement@newsela.com	Bid Answer
Newsela Inc	NY	Classification	2022-08-24 15:03:17	procurement@newsela.com	Bid Answer
Newsela Inc	NY	Classification	2022-08-24 15:04:06	procurement@newsela.com	Bid Answer
Newsela Inc	NY	Classification	2022-08-30 14:20:35	procurement@newsela.com	Bid Answer
Nicholas P. Pipino Inc Associates	MD	Classification	2022-08-02 08:13:12	jgalt@pipinoinc.com	Bid Notification
nlesystems inc	CA	Classification	2022-08-02 08:13:12	ohannis@nlesystems.com	Bid Notification
ODP Business Solutions	CA	Classification	2022-08-16 15:28:11	kellye.crane@officedepot.com	Bid Notification
Office Depot	CT	Classification	2022-08-02 08:13:12	diane.beliveau@officedepot.com	Bid Notification
On Time Label	LA	Classification	2022-08-02 08:13:12	ontime@mindspring.com	Bid Notification
Orloff LLC	FL	Classification	2022-08-02 08:13:12	info@sunnyicerink.com	Bid Notification
Pacific Office Solutions	WA	Classification	2022-08-02 08:13:12	jvaldez@posolutions.com	Bid Notification
Pala Supply Company, Inc	TX	Classification	2022-08-02 08:13:12	larry@schoolsupplypacks.com	Bid Notification
Para Scientific Co.	PA	Classification	2022-08-02 08:13:12	psctcb@aol.com	Bid Notification
Parco Scientific Company	MI	Classification	2022-08-02 08:13:12	info@parcoscientific.com	Bid Notification
PBS Distribution	MA	Classification	2022-08-02 08:13:12	kamattos@pbs.org	Bid Notification
PEPPM	PA	Self Invited	2022-08-15 11:38:26	mcarollo@peppm.org	Bid Answer
PEPPM	PA	Self Invited	2022-08-17 15:24:46	mcarollo@peppm.org	Bid Answer
PEPPM	PA	Self Invited	2022-08-17 15:28:37	mcarollo@peppm.org	Bid Answer
PEPPM	PA	Self Invited	2022-08-17 15:29:29	mcarollo@peppm.org	Bid Answer
PEPPM	PA	Self Invited	2022-08-17 15:42:37	mcarollo@peppm.org	Bid Answer
PEPPM	PA	Self Invited	2022-08-17 15:47:41	mcarollo@peppm.org	Bid Answer
PEPPM	PA	Self Invited	2022-08-17 15:48:31	mcarollo@peppm.org	Bid Answer
PEPPM	PA	Self Invited	2022-08-19 10:21:09	mcarollo@peppm.org	Bid Answer
PEPPM	PA	Self Invited	2022-08-19 10:21:41	mcarollo@peppm.org	Bid Answer
PEPPM	PA	Self Invited	2022-08-19 11:19:50	mcarollo@peppm.org	Bid Answer
PEPPM	PA	Self Invited	2022-08-19 11:38:08	mcarollo@peppm.org	Bid Answer
PEPPM	PA	Self Invited	2022-08-19 11:50:06	mcarollo@peppm.org	Addendum Notification
PEPPM	PA	Self Invited	2022-08-22 10:46:29	mcarollo@peppm.org	Bid Answer
PEPPM	PA	Self Invited	2022-08-24 15:02:44	mcarollo@peppm.org	Bid Answer
PEPPM	PA	Self Invited	2022-08-24 15:03:17	mcarollo@peppm.org	Bid Answer
PEPPM	PA	Self Invited	2022-08-24 15:04:06	mcarollo@peppm.org	Bid Answer
PEPPM	PA	Self Invited	2022-08-30 14:20:35	mcarollo@peppm.org	Bid Answer
Perkens WS Corporation	WA	Self Invited	2022-08-19 10:21:09	kencorpway@gmail.com	Bid Answer
Perkens WS Corporation	WA	Self Invited	2022-08-19 10:21:41	kencorpway@gmail.com	Bid Answer
Perkens WS Corporation	WA	Self Invited	2022-08-19 11:19:50	kencorpway@gmail.com	Bid Answer
Perkens WS Corporation	WA	Self Invited	2022-08-19 11:38:08	kencorpway@gmail.com	Bid Answer
Perkens WS Corporation	WA	Self Invited	2022-08-19 11:50:06	kencorpway@gmail.com	Addendum Notification
Perkens WS Corporation	WA	Self Invited	2022-08-22 10:46:29	kencorpway@gmail.com	Bid Answer
Perkens WS Corporation	WA	Self Invited	2022-08-24 15:02:44	kencorpway@gmail.com	Bid Answer
Perkens WS Corporation	WA	Self Invited	2022-08-24 15:03:17	kencorpway@gmail.com	Bid Answer

Perkens WS Corporation	WA	Self Invited	2022-08-24 15:04:06	kencorpway@gmail.com	Bid Answer
Perkens WS Corporation	WA	Self Invited	2022-08-30 14:20:35	kencorpway@gmail.com	Bid Answer
Pioneer Valley Books	MA	Classification	2022-08-02 08:13:12	vendor@pvep.com	Bid Notification
Pitsco Education LLC	KS	Classification	2022-08-02 08:13:12	bids@pitsco.com	Bid Notification
Pitsco Education LLC	KS	Classification	2022-08-05 14:34:21	bids@pitsco.com	Bid Answer
Pitsco Education LLC	KS	Classification	2022-08-05 14:34:33	bids@pitsco.com	Bid Answer
Pitsco Education LLC	KS	Classification	2022-08-05 14:34:50	bids@pitsco.com	Bid Answer
Pitsco Education LLC	KS	Classification	2022-08-05 14:35:01	bids@pitsco.com	Bid Answer
Pitsco Education LLC	KS	Classification	2022-08-09 16:02:32	bids@pitsco.com	Bid Answer
Pitsco Education LLC	KS	Classification	2022-08-15 11:38:26	bids@pitsco.com	Bid Answer
Pitsco Education LLC	KS	Classification	2022-08-17 15:24:46	bids@pitsco.com	Bid Answer
Pitsco Education LLC	KS	Classification	2022-08-17 15:28:37	bids@pitsco.com	Bid Answer
Pitsco Education LLC	KS	Classification	2022-08-17 15:29:29	bids@pitsco.com	Bid Answer
Pitsco Education LLC	KS	Classification	2022-08-17 15:42:37	bids@pitsco.com	Bid Answer
Pitsco Education LLC	KS	Classification	2022-08-17 15:47:41	bids@pitsco.com	Bid Answer
Pitsco Education LLC	KS	Classification	2022-08-17 15:48:31	bids@pitsco.com	Bid Answer
Pitsco Education LLC	KS	Classification	2022-08-19 10:21:09	bids@pitsco.com	Bid Answer
Pitsco Education LLC	KS	Classification	2022-08-19 10:21:41	bids@pitsco.com	Bid Answer
Pitsco Education LLC	KS	Classification	2022-08-19 11:19:50	bids@pitsco.com	Bid Answer
Pitsco Education LLC	KS	Classification	2022-08-19 11:38:08	bids@pitsco.com	Bid Answer
Pitsco Education LLC	KS	Classification	2022-08-19 11:50:06	bids@pitsco.com	Addendum Notification
Pitsco Education LLC	KS	Classification	2022-08-22 10:46:29	bids@pitsco.com	Bid Answer
Pitsco Education LLC	KS	Classification	2022-08-24 15:02:44	bids@pitsco.com	Bid Answer
Pitsco Education LLC	KS	Classification	2022-08-24 15:03:17	bids@pitsco.com	Bid Answer
Pitsco Education LLC	KS	Classification	2022-08-24 15:04:06	bids@pitsco.com	Bid Answer
Pitsco Education LLC	KS	Classification	2022-08-30 14:20:35	bids@pitsco.com	Bid Answer
Pocket Full of Therapy	NJ	Classification	2022-08-02 08:13:12	orders@pfot.com	Bid Notification
Pocket Full of Therapy	NJ	Classification	2022-08-05 14:34:21	orders@pfot.com	Bid Answer
Pocket Full of Therapy	NJ	Classification	2022-08-05 14:34:33	orders@pfot.com	Bid Answer
Pocket Full of Therapy	NJ	Classification	2022-08-05 14:34:50	orders@pfot.com	Bid Answer
Pocket Full of Therapy	NJ	Classification	2022-08-05 14:35:01	orders@pfot.com	Bid Answer
Pocket Full of Therapy	NJ	Classification	2022-08-09 16:02:32	orders@pfot.com	Bid Answer
Pocket Full of Therapy	NJ	Classification	2022-08-15 11:38:26	orders@pfot.com	Bid Answer
Pocket Full of Therapy	NJ	Classification	2022-08-17 15:24:46	orders@pfot.com	Bid Answer
Pocket Full of Therapy	NJ	Classification	2022-08-17 15:28:37	orders@pfot.com	Bid Answer
Pocket Full of Therapy	NJ	Classification	2022-08-17 15:29:29	orders@pfot.com	Bid Answer
Pocket Full of Therapy	NJ	Classification	2022-08-17 15:42:37	orders@pfot.com	Bid Answer
Pocket Full of Therapy	NJ	Classification	2022-08-17 15:47:41	orders@pfot.com	Bid Answer
Pocket Full of Therapy	NJ	Classification	2022-08-17 15:48:31	orders@pfot.com	Bid Answer
Pocket Full of Therapy	NJ	Classification	2022-08-19 10:21:09	orders@pfot.com	Bid Answer
Pocket Full of Therapy	NJ	Classification	2022-08-19 10:21:41	orders@pfot.com	Bid Answer
Pocket Full of Therapy	NJ	Classification	2022-08-19 11:19:50	orders@pfot.com	Bid Answer
Pocket Full of Therapy	NJ	Classification	2022-08-19 11:38:08	orders@pfot.com	Bid Answer
Pocket Full of Therapy	NJ	Classification	2022-08-19 11:50:06	orders@pfot.com	Addendum Notification
Pocket Full of Therapy	NJ	Classification	2022-08-22 10:46:29	orders@pfot.com	Bid Answer
Pocket Full of Therapy	NJ	Classification	2022-08-24 15:02:44	orders@pfot.com	Bid Answer
Pocket Full of Therapy	NJ	Classification	2022-08-24 15:03:17	orders@pfot.com	Bid Answer
Pocket Full of Therapy	NJ	Classification	2022-08-24 15:04:06	orders@pfot.com	Bid Answer
Pocket Full of Therapy	NJ	Classification	2022-08-30 14:20:35	orders@pfot.com	Bid Answer
PolyVision	GA	Classification	2022-08-02 08:13:12	sales@polyvision.com	Bid Notification
Precise Digital	AZ	Classification	2022-08-02 08:13:12	jlittle@precisedigital.com	Bid Notification
Preparedness Consulting Company, LLC	MD	Classification	2022-08-02 08:13:12	brihtr@pcc-us.com	Bid Notification
Press4Kids Inc. (dba News-O-Matic)	NY	Classification	2022-08-02 08:13:12	lance@newsomatic.org	Bid Notification
Prestigious Sports Outfitters	TX	Classification	2022-08-02 08:13:12	trogers@prestigioussportsoutfitters.com	Bid Notification
Primary Concepts	CA	Classification	2022-08-02 08:13:12	teresa@primaryconcepts.com	Bid Notification
Prime Educational Products, LLC	OH	Classification	2022-08-02 08:13:12	info@geyerinstructional.com	Bid Notification
Prime Educational Products, LLC	OH	Classification	2022-08-15 11:38:26	info@geyerinstructional.com	Bid Answer
Prime Educational Products, LLC	OH	Classification	2022-08-17 15:24:46	info@geyerinstructional.com	Bid Answer
Prime Educational Products, LLC	OH	Classification	2022-08-17 15:28:37	info@geyerinstructional.com	Bid Answer
Prime Educational Products, LLC	OH	Classification	2022-08-17 15:29:29	info@geyerinstructional.com	Bid Answer
Prime Educational Products, LLC	OH	Classification	2022-08-17 15:42:37	info@geyerinstructional.com	Bid Answer
Prime Educational Products, LLC	OH	Classification	2022-08-17 15:47:41	info@geyerinstructional.com	Bid Answer
Prime Educational Products, LLC	OH	Classification	2022-08-17 15:48:31	info@geyerinstructional.com	Bid Answer
Prime Educational Products, LLC	OH	Classification	2022-08-19 10:21:09	info@geyerinstructional.com	Bid Answer
Prime Educational Products, LLC	OH	Classification	2022-08-19 10:21:41	info@geyerinstructional.com	Bid Answer

Prime Educational Products, LLC	OH	Classification	2022-08-19 11:19:50	info@geyerinstructional.com	Bid Answer
Prime Educational Products, LLC	OH	Classification	2022-08-19 11:38:08	info@geyerinstructional.com	Bid Answer
Prime Educational Products, LLC	OH	Classification	2022-08-19 11:50:06	info@geyerinstructional.com	Addendum Notification
Prime Educational Products, LLC	OH	Classification	2022-08-22 10:46:29	info@geyerinstructional.com	Bid Answer
Prime Educational Products, LLC	OH	Classification	2022-08-24 15:02:44	info@geyerinstructional.com	Bid Answer
Prime Educational Products, LLC	OH	Classification	2022-08-24 15:03:17	info@geyerinstructional.com	Bid Answer
Prime Educational Products, LLC	OH	Classification	2022-08-24 15:04:06	info@geyerinstructional.com	Bid Answer
Prime Educational Products, LLC	OH	Classification	2022-08-30 14:20:35	info@geyerinstructional.com	Bid Answer
Productive Office & School Environments	CO	Classification	2022-08-02 08:13:12	sandy@proofofficeenvironments.com	Bid Notification
Promethean	GA	Classification	2022-08-02 08:13:12	hollie.poole@prometheanworld.com	Bid Notification
Pyramid Paper Company	FL	Classification	2022-08-02 08:13:12	biddept@pyramidsp.com	Bid Notification
Pyramid Paper Company	FL	Classification	2022-08-05 14:34:21	biddept@pyramidsp.com	Bid Answer
Pyramid Paper Company	FL	Classification	2022-08-05 14:34:33	biddept@pyramidsp.com	Bid Answer
Pyramid Paper Company	FL	Classification	2022-08-05 14:34:50	biddept@pyramidsp.com	Bid Answer
Pyramid Paper Company	FL	Classification	2022-08-05 14:35:01	biddept@pyramidsp.com	Bid Answer
Pyramid Paper Company	FL	Classification	2022-08-09 16:02:32	biddept@pyramidsp.com	Bid Answer
Pyramid Paper Company	FL	Classification	2022-08-15 11:38:26	biddept@pyramidsp.com	Bid Answer
Pyramid Paper Company	FL	Classification	2022-08-17 15:24:46	biddept@pyramidsp.com	Bid Answer
Pyramid Paper Company	FL	Classification	2022-08-17 15:28:37	biddept@pyramidsp.com	Bid Answer
Pyramid Paper Company	FL	Classification	2022-08-17 15:29:29	biddept@pyramidsp.com	Bid Answer
Pyramid Paper Company	FL	Classification	2022-08-17 15:42:37	biddept@pyramidsp.com	Bid Answer
Pyramid Paper Company	FL	Classification	2022-08-17 15:47:41	biddept@pyramidsp.com	Bid Answer
Pyramid Paper Company	FL	Classification	2022-08-17 15:48:31	biddept@pyramidsp.com	Bid Answer
Pyramid Paper Company	FL	Classification	2022-08-19 10:21:09	biddept@pyramidsp.com	Bid Answer
Pyramid Paper Company	FL	Classification	2022-08-19 10:21:41	biddept@pyramidsp.com	Bid Answer
Pyramid Paper Company	FL	Classification	2022-08-19 11:19:50	biddept@pyramidsp.com	Bid Answer
Pyramid Paper Company	FL	Classification	2022-08-19 11:38:08	biddept@pyramidsp.com	Bid Answer
Pyramid Paper Company	FL	Classification	2022-08-19 11:50:06	biddept@pyramidsp.com	Addendum Notification
Pyramid Paper Company	FL	Classification	2022-08-22 10:46:29	biddept@pyramidsp.com	Bid Answer
Pyramid Paper Company	FL	Classification	2022-08-24 15:02:44	biddept@pyramidsp.com	Bid Answer
Pyramid Paper Company	FL	Classification	2022-08-24 15:03:17	biddept@pyramidsp.com	Bid Answer
Pyramid Paper Company	FL	Classification	2022-08-24 15:04:06	biddept@pyramidsp.com	Bid Answer
Pyramid Paper Company	FL	Classification	2022-08-30 14:20:35	biddept@pyramidsp.com	Bid Answer
Qcorp Printing Solutions	CA	Classification	2022-08-02 08:13:12	kim@qcorpco.com	Bid Notification
Quill Corporation	IL	Classification	2022-08-02 08:13:12	bid@quill.com	Bid Notification
Quill Corporation	IL	Classification	2022-08-05 14:34:21	bid@quill.com	Bid Answer
Quill Corporation	IL	Classification	2022-08-05 14:34:33	bid@quill.com	Bid Answer
Quill Corporation	IL	Classification	2022-08-05 14:34:50	bid@quill.com	Bid Answer
Quill Corporation	IL	Classification	2022-08-05 14:35:01	bid@quill.com	Bid Answer
Quill Corporation	IL	Classification	2022-08-09 16:02:32	bid@quill.com	Bid Answer
Quill Corporation	IL	Classification	2022-08-15 11:38:25	bid@quill.com	Bid Answer
Quill Corporation	IL	Classification	2022-08-17 15:24:46	bid@quill.com	Bid Answer
Quill Corporation	IL	Classification	2022-08-17 15:28:37	bid@quill.com	Bid Answer
Quill Corporation	IL	Classification	2022-08-17 15:29:29	bid@quill.com	Bid Answer
Quill Corporation	IL	Classification	2022-08-17 15:42:37	bid@quill.com	Bid Answer
Quill Corporation	IL	Classification	2022-08-17 15:47:40	bid@quill.com	Bid Answer
Quill Corporation	IL	Classification	2022-08-17 15:48:30	bid@quill.com	Bid Answer
Quill Corporation	IL	Classification	2022-08-19 10:21:09	bid@quill.com	Bid Answer
Quill Corporation	IL	Classification	2022-08-19 10:21:41	bid@quill.com	Bid Answer
Quill Corporation	IL	Classification	2022-08-19 11:19:50	bid@quill.com	Bid Answer
Quill Corporation	IL	Classification	2022-08-19 11:38:08	bid@quill.com	Bid Answer
Quill Corporation	IL	Classification	2022-08-19 11:50:06	bid@quill.com	Addendum Notification
Quill Corporation	IL	Classification	2022-08-22 10:46:28	bid@quill.com	Bid Answer
Quill Corporation	IL	Classification	2022-08-24 15:02:44	bid@quill.com	Bid Answer
Quill Corporation	IL	Classification	2022-08-24 15:03:17	bid@quill.com	Bid Answer
Quill Corporation	IL	Classification	2022-08-24 15:04:06	bid@quill.com	Bid Answer
Quill Corporation	IL	Classification	2022-08-30 14:20:35	bid@quill.com	Bid Answer
Qwizdom, Inc.	WA	Classification	2022-08-02 08:13:12	karlarae.ellis@qwizdom.com	Bid Notification
RadioShack	TX	Classification	2022-08-02 08:13:12	ed@radioshack.com	Bid Notification
Rain Design Inc.	CA	Classification	2022-08-02 08:13:12	partners@raindesigninc.com	Bid Notification
Rapid Assist Technology, Inc	TX	Classification	2022-08-02 08:13:12	support@rapidassisttech.com	Bid Notification
Raymond Geddes & Co., Inc	MD	Classification	2022-08-02 08:13:12	shayes@raymondgeddes.com	Bid Notification
Realityworks	WI	Classification	2022-08-02 08:13:12	information@realityworks.com	Bid Notification
Realityworks	WI	Classification	2022-08-05 14:34:21	information@realityworks.com	Bid Answer

Realityworks	WI	Classification	2022-08-05 14:34:33	information@realityworks.com	Bid Answer
Realityworks	WI	Classification	2022-08-05 14:34:50	information@realityworks.com	Bid Answer
Realityworks	WI	Classification	2022-08-05 14:35:01	information@realityworks.com	Bid Answer
Realityworks	WI	Classification	2022-08-09 16:02:32	information@realityworks.com	Bid Answer
Realityworks	WI	Classification	2022-08-15 11:38:26	information@realityworks.com	Bid Answer
Realityworks	WI	Classification	2022-08-17 15:24:46	information@realityworks.com	Bid Answer
Realityworks	WI	Classification	2022-08-17 15:28:37	information@realityworks.com	Bid Answer
Realityworks	WI	Classification	2022-08-17 15:29:29	information@realityworks.com	Bid Answer
Realityworks	WI	Classification	2022-08-17 15:42:37	information@realityworks.com	Bid Answer
Realityworks	WI	Classification	2022-08-17 15:47:41	information@realityworks.com	Bid Answer
Realityworks	WI	Classification	2022-08-17 15:48:31	information@realityworks.com	Bid Answer
Realityworks	WI	Classification	2022-08-19 10:21:09	information@realityworks.com	Bid Answer
Realityworks	WI	Classification	2022-08-19 10:21:41	information@realityworks.com	Bid Answer
Realityworks	WI	Classification	2022-08-19 11:19:50	information@realityworks.com	Bid Answer
Realityworks	WI	Classification	2022-08-19 11:38:08	information@realityworks.com	Bid Answer
Realityworks	WI	Classification	2022-08-19 11:50:06	information@realityworks.com	Addendum Notification
Realityworks	WI	Classification	2022-08-22 10:46:29	information@realityworks.com	Bid Answer
Realityworks	WI	Classification	2022-08-24 15:02:44	information@realityworks.com	Bid Answer
Realityworks	WI	Classification	2022-08-24 15:03:17	information@realityworks.com	Bid Answer
Realityworks	WI	Classification	2022-08-24 15:04:06	information@realityworks.com	Bid Answer
Realityworks	WI	Classification	2022-08-30 14:20:35	information@realityworks.com	Bid Answer
REALLY GOOD STUFF	CT	Classification	2022-08-02 08:13:12	bidsupport@excelligence.com	Bid Notification
REALLY GOOD STUFF	CT	Classification	2022-08-05 14:34:21	bidsupport@excelligence.com	Bid Answer
REALLY GOOD STUFF	CT	Classification	2022-08-05 14:34:33	bidsupport@excelligence.com	Bid Answer
REALLY GOOD STUFF	CT	Classification	2022-08-05 14:34:50	bidsupport@excelligence.com	Bid Answer
REALLY GOOD STUFF	CT	Classification	2022-08-05 14:35:01	bidsupport@excelligence.com	Bid Answer
REALLY GOOD STUFF	CT	Classification	2022-08-09 16:02:32	bidsupport@excelligence.com	Bid Answer
REALLY GOOD STUFF	CT	Classification	2022-08-15 11:38:26	bidsupport@excelligence.com	Bid Answer
REALLY GOOD STUFF	CT	Classification	2022-08-17 15:24:46	bidsupport@excelligence.com	Bid Answer
REALLY GOOD STUFF	CT	Classification	2022-08-17 15:28:37	bidsupport@excelligence.com	Bid Answer
REALLY GOOD STUFF	CT	Classification	2022-08-17 15:29:29	bidsupport@excelligence.com	Bid Answer
REALLY GOOD STUFF	CT	Classification	2022-08-17 15:42:37	bidsupport@excelligence.com	Bid Answer
REALLY GOOD STUFF	CT	Classification	2022-08-17 15:47:41	bidsupport@excelligence.com	Bid Answer
REALLY GOOD STUFF	CT	Classification	2022-08-17 15:48:31	bidsupport@excelligence.com	Bid Answer
REALLY GOOD STUFF	CT	Classification	2022-08-19 10:21:09	bidsupport@excelligence.com	Bid Answer
REALLY GOOD STUFF	CT	Classification	2022-08-19 10:21:41	bidsupport@excelligence.com	Bid Answer
REALLY GOOD STUFF	CT	Classification	2022-08-19 11:19:50	bidsupport@excelligence.com	Bid Answer
REALLY GOOD STUFF	CT	Classification	2022-08-19 11:38:08	bidsupport@excelligence.com	Bid Answer
REALLY GOOD STUFF	CT	Classification	2022-08-19 11:50:06	bidsupport@excelligence.com	Addendum Notification
REALLY GOOD STUFF	CT	Classification	2022-08-22 10:46:29	bidsupport@excelligence.com	Bid Answer
REALLY GOOD STUFF	CT	Classification	2022-08-24 15:02:44	bidsupport@excelligence.com	Bid Answer
REALLY GOOD STUFF	CT	Classification	2022-08-24 15:03:17	bidsupport@excelligence.com	Bid Answer
REALLY GOOD STUFF	CT	Classification	2022-08-24 15:04:06	bidsupport@excelligence.com	Bid Answer
REALLY GOOD STUFF	CT	Classification	2022-08-30 14:20:35	bidsupport@excelligence.com	Bid Answer
RELAMPIT	NY	Classification	2022-08-02 08:13:12	LCRAWFORD@RELAMPIT.COM	Bid Notification
Renaissance Learning, Inc.	WI	Classification	2022-08-02 08:13:12	askproposals@renaissance.com	Bid Notification
REV Robotics LLC	TX	Classification	2022-08-02 08:13:12	sales@revrobotics.com	Bid Notification
RGB SYSTEMS, INC/EXTRON ELECTRONICS	CA	Classification	2022-08-02 08:13:12	KHERRERA@EXTRON.COM	Bid Notification
RJH Supply	DC	Classification	2022-08-02 08:13:12	bob@rjhsupply.com	Bid Notification
RL CONSULTANTS, INC.	CA	Classification	2022-08-02 08:13:12	LIZ.RLCONSULTANTS@GMAIL.COM	Bid Notification
Roberts Distributors LP	IN	Classification	2022-08-02 08:13:12	jscott@robertscamera.com	Bid Notification
Rosario & Rosario LLC	WA	Classification	2022-08-02 08:13:12	gloria@icunifforms.com	Bid Notification
RoseDrew, Inc	FL	Classification	2022-08-02 08:13:12	showcases1@aol.com	Bid Notification
Rosen Publishing Group d/b/a Rosen/PowerKids Press/Rosen Classroom/Rosen Digital	NY	Classification	2022-08-02 08:13:12	bids@rosenpub.com	Bid Notification
Royal Media Inc.	MD	Classification	2022-08-02 08:13:12	koi@royalimagingolutions.com	Bid Notification
Royal Media Network, Inc.	MD	Classification	2022-08-02 08:13:12	simon@royalimagingolutions.com	Bid Notification
Royal Media Network, Inc.	MD	Classification	2022-08-02 08:13:12	krisrimae@royalimagingolutions.com	Bid Notification
RYE Consulting	IL	Classification	2022-08-02 08:13:12	abigail@ryeconsult.com	Bid Notification
RYE Consulting	IL	Classification	2022-08-05 14:34:21	abigail@ryeconsult.com	Bid Answer
RYE Consulting	IL	Classification	2022-08-05 14:34:33	abigail@ryeconsult.com	Bid Answer

RYE Consulting	IL	Classification	2022-08-05 14:34:50	abigail@ryeconsult.com	Bid Answer
RYE Consulting	IL	Classification	2022-08-05 14:35:00	abigail@ryeconsult.com	Bid Answer
RYE Consulting	IL	Classification	2022-08-09 16:02:31	abigail@ryeconsult.com	Bid Answer
RYE Consulting	IL	Classification	2022-08-15 11:38:26	abigail@ryeconsult.com	Bid Answer
RYE Consulting	IL	Classification	2022-08-17 15:24:46	abigail@ryeconsult.com	Bid Answer
RYE Consulting	IL	Classification	2022-08-17 15:28:37	abigail@ryeconsult.com	Bid Answer
RYE Consulting	IL	Classification	2022-08-17 15:29:29	abigail@ryeconsult.com	Bid Answer
RYE Consulting	IL	Classification	2022-08-17 15:42:37	abigail@ryeconsult.com	Bid Answer
RYE Consulting	IL	Classification	2022-08-17 15:47:41	abigail@ryeconsult.com	Bid Answer
RYE Consulting	IL	Classification	2022-08-17 15:48:31	abigail@ryeconsult.com	Bid Answer
RYE Consulting	IL	Classification	2022-08-19 10:21:09	abigail@ryeconsult.com	Bid Answer
RYE Consulting	IL	Classification	2022-08-19 10:21:41	abigail@ryeconsult.com	Bid Answer
RYE Consulting	IL	Classification	2022-08-19 11:19:50	abigail@ryeconsult.com	Bid Answer
RYE Consulting	IL	Classification	2022-08-19 11:38:08	abigail@ryeconsult.com	Bid Answer
RYE Consulting	IL	Classification	2022-08-19 11:50:06	abigail@ryeconsult.com	Addendum Notification
RYE Consulting	IL	Classification	2022-08-22 10:46:29	abigail@ryeconsult.com	Bid Answer
RYE Consulting	IL	Classification	2022-08-24 15:02:44	abigail@ryeconsult.com	Bid Answer
RYE Consulting	IL	Classification	2022-08-24 15:03:17	abigail@ryeconsult.com	Bid Answer
RYE Consulting	IL	Classification	2022-08-24 15:04:06	abigail@ryeconsult.com	Bid Answer
RYE Consulting	IL	Classification	2022-08-30 14:20:35	abigail@ryeconsult.com	Bid Answer
Safety Glasses USA	MI	Classification	2022-08-02 08:13:12	melissa@sgusa.us	Bid Notification
Sandy Spin Slade, Inc.	CA	Classification	2022-08-02 08:13:12	sslade@skillastics.com	Bid Notification
SARGENT WELCH/VWR	NY	Classification	2022-08-02 08:13:12	vwr_sciedbids@vwr.com	Bid Notification
SARGENT WELCH/VWR	NY	Classification	2022-08-05 14:34:21	vwr_sciedbids@vwr.com	Bid Answer
SARGENT WELCH/VWR	NY	Classification	2022-08-05 14:34:33	vwr_sciedbids@vwr.com	Bid Answer
SARGENT WELCH/VWR	NY	Classification	2022-08-05 14:34:50	vwr_sciedbids@vwr.com	Bid Answer
SARGENT WELCH/VWR	NY	Classification	2022-08-05 14:35:01	vwr_sciedbids@vwr.com	Bid Answer
SARGENT WELCH/VWR	NY	Classification	2022-08-09 16:02:32	vwr_sciedbids@vwr.com	Bid Answer
SARGENT WELCH/VWR	NY	Classification	2022-08-15 11:38:26	vwr_sciedbids@vwr.com	Bid Answer
SARGENT WELCH/VWR	NY	Classification	2022-08-17 15:24:46	vwr_sciedbids@vwr.com	Bid Answer
SARGENT WELCH/VWR	NY	Classification	2022-08-17 15:28:37	vwr_sciedbids@vwr.com	Bid Answer
SARGENT WELCH/VWR	NY	Classification	2022-08-17 15:29:29	vwr_sciedbids@vwr.com	Bid Answer
SARGENT WELCH/VWR	NY	Classification	2022-08-17 15:42:37	vwr_sciedbids@vwr.com	Bid Answer
SARGENT WELCH/VWR	NY	Classification	2022-08-17 15:47:41	vwr_sciedbids@vwr.com	Bid Answer
SARGENT WELCH/VWR	NY	Classification	2022-08-17 15:48:31	vwr_sciedbids@vwr.com	Bid Answer
SARGENT WELCH/VWR	NY	Classification	2022-08-19 10:21:09	vwr_sciedbids@vwr.com	Bid Answer
SARGENT WELCH/VWR	NY	Classification	2022-08-19 10:21:41	vwr_sciedbids@vwr.com	Bid Answer
SARGENT WELCH/VWR	NY	Classification	2022-08-19 11:19:50	vwr_sciedbids@vwr.com	Bid Answer
SARGENT WELCH/VWR	NY	Classification	2022-08-19 11:38:08	vwr_sciedbids@vwr.com	Bid Answer
SARGENT WELCH/VWR	NY	Classification	2022-08-19 11:50:06	vwr_sciedbids@vwr.com	Addendum Notification
SARGENT WELCH/VWR	NY	Classification	2022-08-22 10:46:29	vwr_sciedbids@vwr.com	Bid Answer
SARGENT WELCH/VWR	NY	Classification	2022-08-24 15:02:44	vwr_sciedbids@vwr.com	Bid Answer
SARGENT WELCH/VWR	NY	Classification	2022-08-24 15:03:17	vwr_sciedbids@vwr.com	Bid Answer
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SARGENT WELCH/VWR	NY	Classification	2022-08-30 14:20:35	vwr_sciedbids@vwr.com	Bid Answer
Savvas Learning Company LLC	IA	Self Invited	2022-08-05 14:34:21	Proposals@savvas.com	Bid Answer
Savvas Learning Company LLC	IA	Self Invited	2022-08-05 14:34:33	Proposals@savvas.com	Bid Answer
Savvas Learning Company LLC	IA	Self Invited	2022-08-05 14:34:50	Proposals@savvas.com	Bid Answer
Savvas Learning Company LLC	IA	Self Invited	2022-08-05 14:35:01	Proposals@savvas.com	Bid Answer
Savvas Learning Company LLC	IA	Self Invited	2022-08-09 16:02:32	Proposals@savvas.com	Bid Answer
Savvas Learning Company LLC	IA	Self Invited	2022-08-15 11:38:26	Proposals@savvas.com	Bid Answer
Savvas Learning Company LLC	IA	Self Invited	2022-08-17 15:24:46	Proposals@savvas.com	Bid Answer
Savvas Learning Company LLC	IA	Self Invited	2022-08-17 15:28:37	Proposals@savvas.com	Bid Answer
Savvas Learning Company LLC	IA	Self Invited	2022-08-17 15:29:29	Proposals@savvas.com	Bid Answer
Savvas Learning Company LLC	IA	Self Invited	2022-08-17 15:42:37	Proposals@savvas.com	Bid Answer
Savvas Learning Company LLC	IA	Self Invited	2022-08-17 15:47:41	Proposals@savvas.com	Bid Answer
Savvas Learning Company LLC	IA	Self Invited	2022-08-17 15:48:31	Proposals@savvas.com	Bid Answer
Savvas Learning Company LLC	IA	Self Invited	2022-08-19 10:21:09	Proposals@savvas.com	Bid Answer
Savvas Learning Company LLC	IA	Self Invited	2022-08-19 10:21:41	Proposals@savvas.com	Bid Answer
Savvas Learning Company LLC	IA	Self Invited	2022-08-19 11:19:50	Proposals@savvas.com	Bid Answer
Savvas Learning Company LLC	IA	Self Invited	2022-08-19 11:38:08	Proposals@savvas.com	Bid Answer
Savvas Learning Company LLC	IA	Self Invited	2022-08-19 11:50:06	Proposals@savvas.com	Addendum Notification
Savvas Learning Company LLC	IA	Self Invited	2022-08-22 10:46:29	Proposals@savvas.com	Bid Answer
Savvas Learning Company LLC	IA	Self Invited	2022-08-24 15:02:44	Proposals@savvas.com	Bid Answer
Savvas Learning Company LLC	IA	Self Invited	2022-08-24 15:03:17	Proposals@savvas.com	Bid Answer
Savvas Learning Company LLC	IA	Self Invited	2022-08-24 15:04:06	Proposals@savvas.com	Bid Answer

Sharp Business Systems of New Jersey	NJ	Classification	2022-08-02 08:13:12	michael.cruz@sharpusa.com	Bid Notification
Sharp Electronics Corporation	NJ	Classification	2022-08-02 08:13:12	Tighem@sharpsec.com	Bid Notification
Sight and Sound Technologies	CO	Classification	2022-08-02 08:13:12	kris@sightsoundtech.com	Bid Notification
SKS- SMART KIDS SOFTWARE, INC.	TX	Classification	2022-08-02 08:13:12	SAMANTHA@SMARTKIDSSOFTW ARE.COM	Bid Notification
Smart As A Fox	CA	Classification	2022-08-02 08:13:12	dwaynekohn@aol.com	Bid Notification
Smarty Ants, Inc.	CA	Classification	2022-08-02 08:13:12	customerservice@smartyants.co m	Bid Notification
SOBO Concepts, LLC	FL	Classification	2022-08-02 08:13:12	dani@soboconcepts.com	Bid Notification
Sound Investments Audio, LTD.	IL	Classification	2022-08-02 08:13:12	jstevens@soundinvestmentav.co m	Bid Notification
Sound Productions, LLC	TX	Classification	2022-08-02 08:13:12	Courtney.Hollis@soundpro.com	Bid Notification
Southern Computer Warehouse	GA	Classification	2022-08-02 08:13:12	scwbids@scw.com	Bid Notification
Southern Computer Warehouse	GA	Classification	2022-08-05 14:34:21	scwbids@scw.com	Bid Answer
Southern Computer Warehouse	GA	Classification	2022-08-05 14:34:33	scwbids@scw.com	Bid Answer
Southern Computer Warehouse	GA	Classification	2022-08-05 14:34:50	scwbids@scw.com	Bid Answer
Southern Computer Warehouse	GA	Classification	2022-08-05 14:35:01	scwbids@scw.com	Bid Answer
Southern Computer Warehouse	GA	Classification	2022-08-09 16:02:32	scwbids@scw.com	Bid Answer
Southern Computer Warehouse	GA	Classification	2022-08-15 11:38:26	scwbids@scw.com	Bid Answer
Southern Computer Warehouse	GA	Classification	2022-08-17 15:24:46	scwbids@scw.com	Bid Answer
Southern Computer Warehouse	GA	Classification	2022-08-17 15:28:37	scwbids@scw.com	Bid Answer
Southern Computer Warehouse	GA	Classification	2022-08-17 15:29:29	scwbids@scw.com	Bid Answer
Southern Computer Warehouse	GA	Classification	2022-08-17 15:42:37	scwbids@scw.com	Bid Answer
Southern Computer Warehouse	GA	Classification	2022-08-17 15:47:41	scwbids@scw.com	Bid Answer
Southern Computer Warehouse	GA	Classification	2022-08-17 15:48:31	scwbids@scw.com	Bid Answer
Southern Computer Warehouse	GA	Classification	2022-08-19 10:21:09	scwbids@scw.com	Bid Answer
Southern Computer Warehouse	GA	Classification	2022-08-19 10:21:41	scwbids@scw.com	Bid Answer
Southern Computer Warehouse	GA	Classification	2022-08-19 11:19:50	scwbids@scw.com	Bid Answer
Southern Computer Warehouse	GA	Classification	2022-08-19 11:38:08	scwbids@scw.com	Bid Answer
Southern Computer Warehouse	GA	Classification	2022-08-19 11:50:06	scwbids@scw.com	Addendum Notification
Southern Computer Warehouse	GA	Classification	2022-08-22 10:46:29	scwbids@scw.com	Bid Answer
Southern Computer Warehouse	GA	Classification	2022-08-24 15:02:44	scwbids@scw.com	Bid Answer
Southern Computer Warehouse	GA	Classification	2022-08-24 15:03:17	scwbids@scw.com	Bid Answer
Southern Computer Warehouse	GA	Classification	2022-08-24 15:04:06	scwbids@scw.com	Bid Answer
Southern Computer Warehouse	GA	Classification	2022-08-30 14:20:35	scwbids@scw.com	Bid Answer
Southern Science Supply	TX	Classification	2022-08-02 08:13:12	carol@southernsciencesupply.co m	Bid Notification
Specialty Packaging Company, LLC	AL	Classification	2022-08-02 08:13:12	spc10@bellsouth.net	Bid Notification
Statecraft Simulations	TX	Classification	2022-08-02 08:13:12	stefan@statecraftsims.com	Bid Notification
Sufian Munir Inc.	CA	Classification	2022-08-02 08:13:12	amad@clarybusinessmachines.c om	Bid Notification
Sunset Survival & First Aid, Inc.	CA	Self Invited	2022-08-30 14:20:35	info@sunsetssurvival.com	Bid Answer
Superior Text	MI	Classification	2022-08-02 08:13:12	sales@superiortext.com	Bid Notification
Superior Text	MI	Classification	2022-08-05 14:34:21	sales@superiortext.com	Bid Answer
Superior Text	MI	Classification	2022-08-05 14:34:33	sales@superiortext.com	Bid Answer
Superior Text	MI	Classification	2022-08-05 14:34:50	sales@superiortext.com	Bid Answer
Superior Text	MI	Classification	2022-08-05 14:35:01	sales@superiortext.com	Bid Answer
Superior Text	MI	Classification	2022-08-09 16:02:32	sales@superiortext.com	Bid Answer
Superior Text	MI	Classification	2022-08-15 11:38:26	sales@superiortext.com	Bid Answer
Superior Text	MI	Classification	2022-08-17 15:24:46	sales@superiortext.com	Bid Answer
Superior Text	MI	Classification	2022-08-17 15:28:37	sales@superiortext.com	Bid Answer
Superior Text	MI	Classification	2022-08-17 15:29:29	sales@superiortext.com	Bid Answer
Superior Text	MI	Classification	2022-08-17 15:42:37	sales@superiortext.com	Bid Answer
Superior Text	MI	Classification	2022-08-17 15:47:41	sales@superiortext.com	Bid Answer
Superior Text	MI	Classification	2022-08-17 15:48:31	sales@superiortext.com	Bid Answer
Superior Text	MI	Classification	2022-08-19 10:21:09	sales@superiortext.com	Bid Answer
Superior Text	MI	Classification	2022-08-19 10:21:41	sales@superiortext.com	Bid Answer
Superior Text	MI	Classification	2022-08-19 11:19:50	sales@superiortext.com	Bid Answer
Superior Text	MI	Classification	2022-08-19 11:38:08	sales@superiortext.com	Bid Answer
Superior Text	MI	Classification	2022-08-19 11:50:06	sales@superiortext.com	Addendum Notification
Superior Text	MI	Classification	2022-08-22 10:46:29	sales@superiortext.com	Bid Answer
Superior Text	MI	Classification	2022-08-24 15:02:44	sales@superiortext.com	Bid Answer
Superior Text	MI	Classification	2022-08-24 15:03:17	sales@superiortext.com	Bid Answer
Superior Text	MI	Classification	2022-08-24 15:04:06	sales@superiortext.com	Bid Answer
Superior Text	MI	Classification	2022-08-30 14:20:35	sales@superiortext.com	Bid Answer
SureScore, Inc.	TX	Classification	2022-08-02 08:13:12	info@surescore.com	Bid Notification

Swift Elearning Services LLC	TX	Classification	2022-08-02 08:13:12	micky.f@elearningserv.com	Bid Notification
Talk Technologies Inc.	WA	Classification	2022-08-02 08:13:12	info@talktech.com	Bid Notification
Tangible Play, Inc. DBA "Osmo"	CA	Classification	2022-08-09 16:02:32	dana.garies@tangibleplay.com	Bid Answer
Tangible Play, Inc. DBA "Osmo"	CA	Classification	2022-08-15 11:38:26	dana.garies@tangibleplay.com	Bid Answer
Tangible Play, Inc. DBA "Osmo"	CA	Classification	2022-08-17 12:42:20	dana.garies@tangibleplay.com	Bid Notification
Tangible Play, Inc. DBA "Osmo"	CA	Classification	2022-08-17 15:24:46	dana.garies@tangibleplay.com	Bid Answer
Tangible Play, Inc. DBA "Osmo"	CA	Classification	2022-08-17 15:28:37	dana.garies@tangibleplay.com	Bid Answer
Tangible Play, Inc. DBA "Osmo"	CA	Classification	2022-08-17 15:29:29	dana.garies@tangibleplay.com	Bid Answer
Tangible Play, Inc. DBA "Osmo"	CA	Classification	2022-08-17 15:42:37	dana.garies@tangibleplay.com	Bid Answer
Tangible Play, Inc. DBA "Osmo"	CA	Classification	2022-08-17 15:47:41	dana.garies@tangibleplay.com	Bid Answer
Tangible Play, Inc. DBA "Osmo"	CA	Classification	2022-08-17 15:48:31	dana.garies@tangibleplay.com	Bid Answer
Tangible Play, Inc. DBA "Osmo"	CA	Classification	2022-08-19 10:21:09	dana.garies@tangibleplay.com	Bid Answer
Tangible Play, Inc. DBA "Osmo"	CA	Classification	2022-08-19 10:21:41	dana.garies@tangibleplay.com	Bid Answer
Tangible Play, Inc. DBA "Osmo"	CA	Classification	2022-08-19 11:19:50	dana.garies@tangibleplay.com	Bid Answer
Tangible Play, Inc. DBA "Osmo"	CA	Classification	2022-08-19 11:38:08	dana.garies@tangibleplay.com	Bid Answer
Tangible Play, Inc. DBA "Osmo"	CA	Classification	2022-08-19 11:50:06	dana.garies@tangibleplay.com	Addendum Notification
Tangible Play, Inc. DBA "Osmo"	CA	Classification	2022-08-22 10:46:29	dana.garies@tangibleplay.com	Bid Answer
Tangible Play, Inc. DBA "Osmo"	CA	Classification	2022-08-24 15:02:44	dana.garies@tangibleplay.com	Bid Answer
Tangible Play, Inc. DBA "Osmo"	CA	Classification	2022-08-24 15:03:17	dana.garies@tangibleplay.com	Bid Answer
Tangible Play, Inc. DBA "Osmo"	CA	Classification	2022-08-24 15:04:06	dana.garies@tangibleplay.com	Bid Answer
Tangible Play, Inc. DBA "Osmo"	CA	Classification	2022-08-30 14:20:35	dana.garies@tangibleplay.com	Bid Answer
Taurus Technologies, Inc.	TX	Classification	2022-08-02 08:13:12	Klangham@taurustechinc.com	Bid Notification
Teacher Created Resources	CA	Classification	2022-08-02 08:13:12	custserv@teachercreated.com	Bid Notification
Teacher Heaven, Inc.	TX	Classification	2022-08-02 08:13:12	bids@teacherheaven.com	Bid Notification
Teacher's School Supply	FL	Classification	2022-08-02 08:13:12	cheryl@teacherssupply.com	Bid Notification
Teaching Strategies, LLC	MD	Classification	2022-08-07 09:06:22	sayra.h@teachingstrategies.com	Bid Notification
Teaching Strategies, LLC	MD	Classification	2022-08-09 16:02:32	sayra.h@teachingstrategies.com	Bid Answer
Teaching Strategies, LLC	MD	Classification	2022-08-15 11:38:26	sayra.h@teachingstrategies.com	Bid Answer
Teaching Strategies, LLC	MD	Classification	2022-08-17 15:24:46	sayra.h@teachingstrategies.com	Bid Answer
Teaching Strategies, LLC	MD	Classification	2022-08-17 15:28:37	sayra.h@teachingstrategies.com	Bid Answer
Teaching Strategies, LLC	MD	Classification	2022-08-17 15:29:29	sayra.h@teachingstrategies.com	Bid Answer
Teaching Strategies, LLC	MD	Classification	2022-08-17 15:42:37	sayra.h@teachingstrategies.com	Bid Answer
Teaching Strategies, LLC	MD	Classification	2022-08-17 15:47:41	sayra.h@teachingstrategies.com	Bid Answer
Teaching Strategies, LLC	MD	Classification	2022-08-19 10:21:06	sayra.h@teachingstrategies.com	Bid Answer
Teaching Strategies, LLC	MD	Classification	2022-08-19 10:21:41	sayra.h@teachingstrategies.com	Bid Answer
Teaching Strategies, LLC	MD	Classification	2022-08-19 11:19:48	sayra.h@teachingstrategies.com	Bid Answer
Teaching Strategies, LLC	MD	Classification	2022-08-19 11:38:05	sayra.h@teachingstrategies.com	Bid Answer
Teaching Strategies, LLC	MD	Classification	2022-08-19 11:50:06	sayra.h@teachingstrategies.com	Addendum Notification
Teaching Strategies, LLC	MD	Classification	2022-08-22 10:46:29	sayra.h@teachingstrategies.com	Bid Answer
Teaching Strategies, LLC	MD	Classification	2022-08-24 15:02:44	sayra.h@teachingstrategies.com	Bid Answer
Teaching Strategies, LLC	MD	Classification	2022-08-24 15:03:17	sayra.h@teachingstrategies.com	Bid Answer
Teaching Strategies, LLC	MD	Classification	2022-08-24 15:04:06	sayra.h@teachingstrategies.com	Bid Answer
Teaching Strategies, LLC	MD	Classification	2022-08-30 14:20:35	sayra.h@teachingstrategies.com	Bid Answer
Team 1st Technologies LLC	NM	Classification	2022-08-02 08:13:12	TRISHAD@TEAM1STTECH.COM	Bid Notification
Tech Depot	CT	Classification	2022-08-02 08:13:12	grant.goury@techdepot.com	Bid Notification
Technology Education Concepts, Inc.	NH	Classification	2022-08-02 08:13:12	sales@tecedu.com	Bid Notification
Technology Purchasing Partners, LLC	OH	Classification	2022-08-02 08:13:12	dstroman@techpurch.com	Bid Notification
Technomedia Solutions, LLC	FL	Classification	2022-08-02 08:13:12	rfischetti@gotechnomedia.com	Bid Notification
Teer Engineering	FL	Classification	2022-08-02 08:13:12	jharlow@teerengineering.com	Bid Notification
Texas Health Supply Inc	TX	Classification	2022-08-02 08:13:12	sales@medisouth.com	Bid Notification
Texas Instruments	OH	Classification	2022-08-02 08:13:12	chriss@levinconsulting.com	Bid Notification
TFH USA LTD	PA	Classification	2022-08-02 08:13:12	bids@TFHUSA.COM	Bid Notification
The Acorn Group Inc.	CA	Classification	2022-08-02 08:13:12	info@acornnaturalists.com	Bid Notification
The Bach Company	CA	Self Invited	2022-08-05 14:34:21	service@bachcompany.com	Bid Answer
The Bach Company	CA	Self Invited	2022-08-05 14:34:33	service@bachcompany.com	Bid Answer
The Bach Company	CA	Self Invited	2022-08-05 14:34:50	service@bachcompany.com	Bid Answer
The Bach Company	CA	Self Invited	2022-08-05 14:35:01	service@bachcompany.com	Bid Answer
The Bach Company	CA	Self Invited	2022-08-09 16:02:32	service@bachcompany.com	Bid Answer
The Bach Company	CA	Self Invited	2022-08-15 11:38:26	service@bachcompany.com	Bid Answer
The Bach Company	CA	Self Invited	2022-08-17 15:24:46	service@bachcompany.com	Bid Answer
The Bach Company	CA	Self Invited	2022-08-17 15:28:37	service@bachcompany.com	Bid Answer
The Bach Company	CA	Self Invited	2022-08-17 15:29:29	service@bachcompany.com	Bid Answer
The Bach Company	CA	Self Invited	2022-08-17 15:42:37	service@bachcompany.com	Bid Answer
The Bach Company	CA	Self Invited	2022-08-17 15:47:41	service@bachcompany.com	Bid Answer
The Bach Company	CA	Self Invited	2022-08-17 15:48:31	service@bachcompany.com	Bid Answer

The Bach Company	CA	Self Invited	2022-08-19 10:21:09	service@bachcompany.com	Bid Answer
The Bach Company	CA	Self Invited	2022-08-19 10:21:41	service@bachcompany.com	Bid Answer
The Bach Company	CA	Self Invited	2022-08-19 11:19:50	service@bachcompany.com	Bid Answer
The Bach Company	CA	Self Invited	2022-08-19 11:38:08	service@bachcompany.com	Bid Answer
The Bach Company	CA	Self Invited	2022-08-19 11:50:06	service@bachcompany.com	Addendum Notification
The Bach Company	CA	Self Invited	2022-08-22 10:46:29	service@bachcompany.com	Bid Answer
The Bach Company	CA	Self Invited	2022-08-24 15:02:44	service@bachcompany.com	Bid Answer
The Bach Company	CA	Self Invited	2022-08-24 15:03:17	service@bachcompany.com	Bid Answer
The Bach Company	CA	Self Invited	2022-08-24 15:04:06	service@bachcompany.com	Bid Answer
The Bach Company	CA	Self Invited	2022-08-30 14:20:35	service@bachcompany.com	Bid Answer
THE BURMAX COMPANY, INC	NY	Classification	2022-08-02 08:13:12	n.annonio@burmax.com	Bid Notification
The Education Partners	NY	Classification	2022-08-02 08:13:12	kevin.callahan@achieve3000.com	Bid Notification
The Educational Outback	AK	Classification	2022-08-02 08:13:12	educationaloutback@yahoo.com	Bid Notification
The J Paul Company	TX	Classification	2022-08-02 08:13:12	Lindsay@jpaulco.com	Bid Notification
The Library Store, Inc.	IL	Classification	2022-08-02 08:13:12	districtbids@thelibrarystore.com	Bid Notification
The Pathfinder Solutions Group, LLC	TX	Classification	2022-08-02 08:13:12	thepathfindersolutionsgroup@gmail.com	Bid Notification
The Reading Warehouse Inc	SC	Classification	2022-08-02 08:13:12	toddh@trwemail.com	Bid Notification
The Reading Warehouse Inc	SC	Classification	2022-08-05 14:34:21	toddh@trwemail.com	Bid Answer
The Reading Warehouse Inc	SC	Classification	2022-08-05 14:34:33	toddh@trwemail.com	Bid Answer
The Reading Warehouse Inc	SC	Classification	2022-08-05 14:34:50	toddh@trwemail.com	Bid Answer
The Reading Warehouse Inc	SC	Classification	2022-08-05 14:35:01	toddh@trwemail.com	Bid Answer
The Reading Warehouse Inc	SC	Classification	2022-08-09 16:02:32	toddh@trwemail.com	Bid Answer
The Reading Warehouse Inc	SC	Classification	2022-08-15 11:38:26	toddh@trwemail.com	Bid Answer
The Reading Warehouse Inc	SC	Classification	2022-08-17 15:24:46	toddh@trwemail.com	Bid Answer
The Reading Warehouse Inc	SC	Classification	2022-08-17 15:28:37	toddh@trwemail.com	Bid Answer
The Reading Warehouse Inc	SC	Classification	2022-08-17 15:29:29	toddh@trwemail.com	Bid Answer
The Reading Warehouse Inc	SC	Classification	2022-08-17 15:42:37	toddh@trwemail.com	Bid Answer
The Reading Warehouse Inc	SC	Classification	2022-08-17 15:47:41	toddh@trwemail.com	Bid Answer
The Reading Warehouse Inc	SC	Classification	2022-08-17 15:48:31	toddh@trwemail.com	Bid Answer
The Reading Warehouse Inc	SC	Classification	2022-08-19 10:21:09	toddh@trwemail.com	Bid Answer
The Reading Warehouse Inc	SC	Classification	2022-08-19 10:21:41	toddh@trwemail.com	Bid Answer
The Reading Warehouse Inc	SC	Classification	2022-08-19 11:19:50	toddh@trwemail.com	Bid Answer
The Reading Warehouse Inc	SC	Classification	2022-08-19 11:38:08	toddh@trwemail.com	Bid Answer
The Reading Warehouse Inc	SC	Classification	2022-08-19 11:50:06	toddh@trwemail.com	Addendum Notification
The Reading Warehouse Inc	SC	Classification	2022-08-22 10:46:29	toddh@trwemail.com	Bid Answer
The Reading Warehouse Inc	SC	Classification	2022-08-24 15:02:44	toddh@trwemail.com	Bid Answer
The Reading Warehouse Inc	SC	Classification	2022-08-24 15:03:17	toddh@trwemail.com	Bid Answer
The Reading Warehouse Inc	SC	Classification	2022-08-24 15:04:06	toddh@trwemail.com	Bid Answer
The Reading Warehouse Inc	SC	Classification	2022-08-30 14:20:35	toddh@trwemail.com	Bid Answer
The Scholastic Network	TX	Classification	2022-08-02 08:13:12	proposals@thescholasticnetwork.com	Bid Notification
Therapro, Inc.	MA	Classification	2022-08-02 08:13:12	kcotr@therapro.com	Bid Notification
Tierney Brothers	MN	Classification	2022-08-02 08:13:12	chrisjensen@tierneybrothers.com	Bid Notification
Tierney Inc	MN	Classification	2022-08-02 08:13:12	kcampbell@tierney.com	Bid Notification
Tigerdirect Inc	FL	Classification	2022-08-02 08:13:12	Derek.James@Tigerdirect.com	Bid Notification
TouchMath Acquisition LLC	CO	Self Invited	2022-08-09 16:02:32	contracts@touchmath.com	Bid Answer
TouchMath Acquisition LLC	CO	Self Invited	2022-08-15 11:38:26	contracts@touchmath.com	Bid Answer
TouchMath Acquisition LLC	CO	Self Invited	2022-08-17 15:24:46	contracts@touchmath.com	Bid Answer
TouchMath Acquisition LLC	CO	Self Invited	2022-08-17 15:28:37	contracts@touchmath.com	Bid Answer
TouchMath Acquisition LLC	CO	Self Invited	2022-08-17 15:29:29	contracts@touchmath.com	Bid Answer
TouchMath Acquisition LLC	CO	Self Invited	2022-08-17 15:42:37	contracts@touchmath.com	Bid Answer
TouchMath Acquisition LLC	CO	Self Invited	2022-08-17 15:47:41	contracts@touchmath.com	Bid Answer
TouchMath Acquisition LLC	CO	Self Invited	2022-08-17 15:48:31	contracts@touchmath.com	Bid Answer
TouchMath Acquisition LLC	CO	Self Invited	2022-08-19 10:21:09	contracts@touchmath.com	Bid Answer
TouchMath Acquisition LLC	CO	Self Invited	2022-08-19 10:21:41	contracts@touchmath.com	Bid Answer
TouchMath Acquisition LLC	CO	Self Invited	2022-08-19 11:19:50	contracts@touchmath.com	Bid Answer
TouchMath Acquisition LLC	CO	Self Invited	2022-08-19 11:38:08	contracts@touchmath.com	Bid Answer
TouchMath Acquisition LLC	CO	Self Invited	2022-08-19 11:50:06	contracts@touchmath.com	Addendum Notification
TouchMath Acquisition LLC	CO	Self Invited	2022-08-22 10:46:29	contracts@touchmath.com	Bid Answer
TouchMath Acquisition LLC	CO	Self Invited	2022-08-24 15:02:44	contracts@touchmath.com	Bid Answer
TouchMath Acquisition LLC	CO	Self Invited	2022-08-24 15:03:17	contracts@touchmath.com	Bid Answer
TouchMath Acquisition LLC	CO	Self Invited	2022-08-24 15:04:06	contracts@touchmath.com	Bid Answer
TouchMath Acquisition LLC	CO	Self Invited	2022-08-30 14:20:35	contracts@touchmath.com	Bid Answer

Tower Products, Inc.	NY	Classification	2022-08-02 08:13:12	govtsales@markertek.com	Bid Notification
Trafera Holdings, LLC	MN	Self Invited	2022-08-05 14:34:21	contracts@trafera.com	Bid Answer
Trafera Holdings, LLC	MN	Self Invited	2022-08-05 14:34:33	contracts@trafera.com	Bid Answer
Trafera Holdings, LLC	MN	Self Invited	2022-08-05 14:34:50	contracts@trafera.com	Bid Answer
Trafera Holdings, LLC	MN	Self Invited	2022-08-05 14:35:01	contracts@trafera.com	Bid Answer
Trafera Holdings, LLC	MN	Self Invited	2022-08-09 16:02:32	contracts@trafera.com	Bid Answer
Trafera Holdings, LLC	MN	Self Invited	2022-08-15 11:38:26	contracts@trafera.com	Bid Answer
Trafera Holdings, LLC	MN	Self Invited	2022-08-17 15:24:46	contracts@trafera.com	Bid Answer
Trafera Holdings, LLC	MN	Self Invited	2022-08-17 15:28:37	contracts@trafera.com	Bid Answer
Trafera Holdings, LLC	MN	Self Invited	2022-08-17 15:29:29	contracts@trafera.com	Bid Answer
Trafera Holdings, LLC	MN	Self Invited	2022-08-17 15:42:37	contracts@trafera.com	Bid Answer
Trafera Holdings, LLC	MN	Self Invited	2022-08-17 15:47:41	contracts@trafera.com	Bid Answer
Trafera Holdings, LLC	MN	Self Invited	2022-08-17 15:48:31	contracts@trafera.com	Bid Answer
Trafera Holdings, LLC	MN	Self Invited	2022-08-19 10:21:09	contracts@trafera.com	Bid Answer
Trafera Holdings, LLC	MN	Self Invited	2022-08-19 10:21:41	contracts@trafera.com	Bid Answer
Trafera Holdings, LLC	MN	Self Invited	2022-08-19 11:19:50	contracts@trafera.com	Bid Answer
Trafera Holdings, LLC	MN	Self Invited	2022-08-19 11:38:08	contracts@trafera.com	Bid Answer
Trafera Holdings, LLC	MN	Self Invited	2022-08-19 11:50:06	contracts@trafera.com	Addendum Notification
Trafera Holdings, LLC	MN	Self Invited	2022-08-22 10:46:29	contracts@trafera.com	Bid Answer
Trafera Holdings, LLC	MN	Self Invited	2022-08-24 15:02:44	contracts@trafera.com	Bid Answer
Trafera Holdings, LLC	MN	Self Invited	2022-08-24 15:03:17	contracts@trafera.com	Bid Answer
Trafera Holdings, LLC	MN	Self Invited	2022-08-24 15:04:06	contracts@trafera.com	Bid Answer
Trafera Holdings, LLC	MN	Self Invited	2022-08-30 14:20:35	contracts@trafera.com	Bid Answer
Tri State Camera	NY	Classification	2022-08-02 08:13:12	shmayaf@tristatecamera.com	Bid Notification
TripleNterprises	TX	Classification	2022-08-02 08:13:12	ntarantino@txstaar.com	Bid Notification
Troxell Communications, Inc.	AZ	Classification	2022-08-02 08:13:12	joe.desola@trox.com	Bid Notification
TTI Business Products, Inc.	NY	Classification	2022-08-02 08:13:12	billiejean@ttibusiness.com	Bid Notification
Turing Tumble	MN	Classification	2022-08-02 08:13:12	anna@turingtumble.com	Bid Notification
TWA, dba Digital Video Midwest	KS	Classification	2022-08-02 08:13:12	info@digitalvideomidwest.com	Bid Notification
Ultimate Office Solutions, Inc.	NJ	Classification	2022-08-02 08:13:12	customerservice@ultoffice.com	Bid Notification
Unipak Corp.	NJ	Classification	2022-08-02 08:13:12	customer care@unipakcorp.net	Bid Notification
UNITED BINDING & LAMINATING	CA	Classification	2022-08-02 08:13:12	Sales@unitedbinding.com	Bid Notification
University Custom	TX	Classification	2022-08-02 08:13:12	chase@universitycustom.com	Bid Notification
US Pan American Solutions	MD	Classification	2022-08-02 08:13:12	admin@uspasgov.com	Bid Notification
Valiant National AV Supply	NJ	Classification	2022-08-02 08:13:12	rwolsten@800valiant.com	Bid Notification
Valley Litho Supply	WI	Classification	2022-08-02 08:13:12	jimb@valleylitho.com	Bid Notification
Vantage Technology Consulting Group	CA	Classification	2022-08-02 08:13:12	jennifer.horito@vantagetcg.com	Bid Notification
Venus Supplies and Services	PA	Classification	2022-08-02 08:13:12	Terryg@VenusSuppliesCompany.com	Bid Notification
Virtucom	GA	Classification	2022-08-02 08:13:12	proposals@virtucom.com	Bid Notification
Visionworx LLC dba CCS Presentation Systems	FL	Classification	2022-08-02 08:13:12	eblomquist@ccssoutheast.com	Bid Notification
Visionworx, LLC	FL	Classification	2022-08-02 08:13:12	scapasso@ccssoutheast.com	Bid Notification
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Visionworx, LLC	FL	Classification	2022-08-05 14:35:01	scapasso@ccssoutheast.com	Bid Answer
Visionworx, LLC	FL	Classification	2022-08-09 16:02:32	scapasso@ccssoutheast.com	Bid Answer
Visionworx, LLC	FL	Classification	2022-08-15 11:38:26	scapasso@ccssoutheast.com	Bid Answer
Visionworx, LLC	FL	Classification	2022-08-17 15:24:46	scapasso@ccssoutheast.com	Bid Answer
Visionworx, LLC	FL	Classification	2022-08-17 15:28:37	scapasso@ccssoutheast.com	Bid Answer
Visionworx, LLC	FL	Classification	2022-08-17 15:29:29	scapasso@ccssoutheast.com	Bid Answer
Visionworx, LLC	FL	Classification	2022-08-17 15:42:37	scapasso@ccssoutheast.com	Bid Answer
Visionworx, LLC	FL	Classification	2022-08-17 15:47:41	scapasso@ccssoutheast.com	Bid Answer
Visionworx, LLC	FL	Classification	2022-08-17 15:48:31	scapasso@ccssoutheast.com	Bid Answer
Visionworx, LLC	FL	Classification	2022-08-19 10:21:09	scapasso@ccssoutheast.com	Bid Answer
Visionworx, LLC	FL	Classification	2022-08-19 10:21:41	scapasso@ccssoutheast.com	Bid Answer
Visionworx, LLC	FL	Classification	2022-08-19 11:19:50	scapasso@ccssoutheast.com	Bid Answer
Visionworx, LLC	FL	Classification	2022-08-19 11:38:08	scapasso@ccssoutheast.com	Bid Answer
Visionworx, LLC	FL	Classification	2022-08-19 11:50:06	scapasso@ccssoutheast.com	Addendum Notification
Visionworx, LLC	FL	Classification	2022-08-22 10:46:29	scapasso@ccssoutheast.com	Bid Answer
Visionworx, LLC	FL	Classification	2022-08-24 15:02:44	scapasso@ccssoutheast.com	Bid Answer
Visionworx, LLC	FL	Classification	2022-08-24 15:03:17	scapasso@ccssoutheast.com	Bid Answer
Visionworx, LLC	FL	Classification	2022-08-24 15:04:06	scapasso@ccssoutheast.com	Bid Answer
Visionworx, LLC	FL	Classification	2022-08-30 14:20:35	scapasso@ccssoutheast.com	Bid Answer
Visual Sound, Inc.	PA	Classification	2022-08-09 11:53:04	rwirth@visualsound.com	Bid Notification

Visualedtech, Inc	NJ	Classification	2022-08-02 08:13:12	vised@optonline.net	Bid Notification
VSA, Inc.	NE	Classification	2022-08-02 08:13:12	danny@vsa1.com	Bid Notification
VSA, Inc.	NE	Classification	2022-08-02 08:13:12	lora@vsa1.com	Bid Notification
W. Oscar Neuhaus Memorial Foundation	TX	Classification	2022-08-02 08:13:12	lshepherd@neuhaus.org	Bid Notification
Wachter, Inc	KS	Classification	2022-08-02 08:13:12	susanna.hill@wachter.com	Bid Notification
Washington Correctional Industries	WA	Classification	2022-08-02 08:13:12	donna.gober@doc.wa.gov	Bid Notification
Wayfair Inc.	MA	Classification	2022-08-02 08:13:12	jhaber@wayfair.com	Bid Notification
WDM, Inc.	NC	Classification	2022-08-02 08:13:12	sales@buywooddesigns.com	Bid Notification
WDM, Inc.	NC	Classification	2022-08-05 14:34:21	sales@buywooddesigns.com	Bid Answer
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WDM, Inc.	NC	Classification	2022-08-19 11:50:06	sales@buywooddesigns.com	Addendum Notification
WDM, Inc.	NC	Classification	2022-08-22 10:46:29	sales@buywooddesigns.com	Bid Answer
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WDM, Inc.	NC	Classification	2022-08-30 14:20:35	sales@buywooddesigns.com	Bid Answer
WH Solutions, LLC	TX	Classification	2022-08-02 08:13:12	philip@recipeasy.io	Bid Notification
Winsor Learning, Inc.	MN	Classification	2022-08-02 14:34:04	nevine.carlson@winsorlearning.com	Bid Notification
Winsor Learning, Inc.	MN	Classification	2022-08-05 14:34:21	nevine.carlson@winsorlearning.com	Bid Answer
Winsor Learning, Inc.	MN	Classification	2022-08-05 14:34:32	nevine.carlson@winsorlearning.com	Bid Answer
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Winsor Learning, Inc.	MN	Classification	2022-08-09 16:02:32	nevine.carlson@winsorlearning.com	Bid Answer
Winsor Learning, Inc.	MN	Classification	2022-08-15 11:38:26	nevine.carlson@winsorlearning.com	Bid Answer
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Winsor Learning, Inc.	MN	Classification	2022-08-17 15:42:37	nevine.carlson@winsorlearning.com	Bid Answer
Winsor Learning, Inc.	MN	Classification	2022-08-17 15:47:41	nevine.carlson@winsorlearning.com	Bid Answer
Winsor Learning, Inc.	MN	Classification	2022-08-17 15:48:31	nevine.carlson@winsorlearning.com	Bid Answer
Winsor Learning, Inc.	MN	Classification	2022-08-19 10:21:09	nevine.carlson@winsorlearning.com	Bid Answer
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Winsor Learning, Inc.	MN	Classification	2022-08-19 11:50:06	nevine.carlson@winsorlearning.com	Addendum Notification
Winsor Learning, Inc.	MN	Classification	2022-08-22 10:46:29	nevine.carlson@winsorlearning.com	Bid Answer
Winsor Learning, Inc.	MN	Classification	2022-08-24 15:02:44	nevine.carlson@winsorlearning.com	Bid Answer
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Winsor Learning, Inc.	MN	Classification	2022-08-24 15:04:06	nevine.carlson@winsorlearning.com	Bid Answer
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XYPLES LLC	CA	Classification	2022-08-02 08:13:12	tokonkwor@xyples.com	Bid Notification
youthlight	SC	Classification	2022-08-02 08:13:12	arule@youthlightbooks.com	Bid Notification
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Zahourek Systems Inc.	CO	Classification	2022-08-02 08:13:12	valz@anatomyinclay.com	Bid Notification
Zahourek Systems Inc.	CO	Classification	2022-08-17 15:24:46	valz@anatomyinclay.com	Bid Answer
Zahourek Systems Inc.	CO	Classification	2022-08-17 15:28:37	valz@anatomyinclay.com	Bid Answer
Zahourek Systems Inc.	CO	Classification	2022-08-17 15:29:29	valz@anatomyinclay.com	Bid Answer
Zahourek Systems Inc.	CO	Classification	2022-08-17 15:42:37	valz@anatomyinclay.com	Bid Answer
Zahourek Systems Inc.	CO	Classification	2022-08-17 15:47:41	valz@anatomyinclay.com	Bid Answer
Zahourek Systems Inc.	CO	Classification	2022-08-17 15:48:31	valz@anatomyinclay.com	Bid Answer
Zahourek Systems Inc.	CO	Classification	2022-08-19 10:21:09	valz@anatomyinclay.com	Bid Answer
Zahourek Systems Inc.	CO	Classification	2022-08-19 10:21:41	valz@anatomyinclay.com	Bid Answer
Zahourek Systems Inc.	CO	Classification	2022-08-19 11:19:50	valz@anatomyinclay.com	Bid Answer
Zahourek Systems Inc.	CO	Classification	2022-08-19 11:38:08	valz@anatomyinclay.com	Bid Answer
Zahourek Systems Inc.	CO	Classification	2022-08-19 11:50:06	valz@anatomyinclay.com	Addendum Notification
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Zahourek Systems Inc.	CO	Classification	2022-08-24 15:02:44	valz@anatomyinclay.com	Bid Answer
Zahourek Systems Inc.	CO	Classification	2022-08-24 15:03:17	valz@anatomyinclay.com	Bid Answer
Zahourek Systems Inc.	CO	Classification	2022-08-24 15:04:06	valz@anatomyinclay.com	Bid Answer
Zahourek Systems Inc.	CO	Classification	2022-08-30 14:20:35	valz@anatomyinclay.com	Bid Answer
Zalmen Reiss and Associates, Inc.	NY	Classification	2022-08-02 08:13:12	govsales@zreiss.com	Bid Notification
Zaner-Bloser, Inc.	OH	Classification	2022-08-02 08:13:12	Carol.Davis@zaner-bloser.com	Bid Notification

Access Report

Agency Association of Educational Purchasing Agencies
Bid Number 023-D
Bid Title School & Instructional Supplies

Vendor Name	Accessed First Time	Most Recent Access	Documents	Most Recent Response Date
Attainment Company Inc.	2022-08-02 04:19 PM CDT	2022-08-24 12:44 PM CDT	AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL - Amended 8.19.22.pdf AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf	
School Wholesale Supplies LLC	2022-08-04 01:56 AM CDT	2022-09-08 11:47 PM CDT	AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf	
S&S Worldwide	2022-08-23 09:24 AM CDT	2022-08-23 09:24 AM CDT		
Zahourek Systems Inc.	2022-08-17 11:00 AM CDT	2022-08-17 11:01 AM CDT	AEPA 023-D Part A - Terms and Conditions - FINAL.pdf	
FLORIDA RESEARCH	2022-08-09 02:38 PM CDT	2022-08-09 02:38 PM CDT		
IBM	2022-08-09 02:15 PM CDT	2022-08-09 02:16 PM CDT	AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf	
Blick Art Materials LLC	2022-08-08 07:49 AM CDT	2022-09-08 10:43 AM CDT	AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL - Amended 8.19.22.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf	2022-09-08 10:35 AM CDT
Educational Products, Inc.	2022-08-02 10:15 AM CDT	2022-08-08 07:49 AM CDT	AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx	
Rethink Autism Inc.	2022-08-30 03:24 PM CDT	2022-08-30 03:24 PM CDT	AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf	
AVI-SPL LLC	2022-08-02 09:25 AM CDT	2022-08-25 10:56 AM CDT	AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf	
Sunset Survival & First Aid, Inc.	2022-08-30 02:17 AM CDT	2022-08-30 02:19 AM CDT	AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf	

hand2mind, Inc.	2022-08-02 11:38 AM CDT	2022-09-13 12:12 PM CDT	AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL - Amended 8.19.22.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf	2022-09-13 12:11 PM CDT
Pyramid Paper Company	2022-08-02 09:30 AM CDT	2022-08-02 09:32 AM CDT	AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx	
Frog Publications, Inc.	2022-08-10 07:09 AM CDT	2022-08-18 11:49 AM CDT	AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf	
MIDWEST SHOP SUPPLIES INC dba MIDWEST TECHNOLOGY PRODUCTS	2022-08-02 09:34 AM CDT	2022-08-02 09:35 AM CDT		
Teaching Strategies, LLC	2022-08-07 08:01 AM CDT	2022-08-25 10:32 AM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf	
Realityworks	2022-08-03 03:57 PM CDT	2022-08-03 04:09 PM CDT	AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf	
The Bach Company	2022-08-03 02:49 PM CDT	2022-08-03 03:53 PM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part A - Terms and Conditions - FINAL.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf	
Anchorage Medical Equipment & Supplies, LLC / Anchorage Unlimited	2022-09-12 10:45 PM CDT	2022-09-12 10:47 PM CDT		
ECA Science Kit Services	2022-08-04 07:02 AM CDT	2022-08-04 07:02 AM CDT	AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf	
Nasco Education LLC	2022-08-02 10:20 AM CDT	2022-08-16 01:28 PM CDT	AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf	

Imagination Station (dba Istation)	2022-08-02 02:03 PM CDT	2022-09-07 02:12 PM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf	2022-09-07 02:10 PM CDT
Trafera Holdings, LLC	2022-08-02 10:53 PM CDT	2022-08-22 11:49 PM CDT	AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf	
School's In, LLC	2022-08-15 01:51 PM CDT	2022-08-15 01:51 PM CDT		
NATIONAL ART & SCHOOL SUPPLIES	2022-08-03 02:20 PM CDT	2022-08-03 02:21 PM CDT		
Quill Corporation	2022-08-02 09:14 AM CDT	2022-09-13 02:28 PM CDT	AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL - Amended 8.19.22.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx	2022-09-09 01:17 PM CDT
CONSTRUCTIVE PLAYTHINGS	2022-08-11 02:54 PM CDT	2022-09-09 01:27 PM CDT	AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL - Amended 8.19.22.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf	
American Eagle Inc.	2022-08-18 08:26 AM CDT	2022-09-13 10:13 AM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL - Amended 8.19.22.pdf	2022-09-13 10:12 AM CDT

SARGENT WELCH/VWR	2022-08-03 05:58 AM CDT	2022-09-02 09:15 AM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf	
Barnes & Noble Booksellers, Inc.	2022-08-02 10:44 AM CDT	2022-09-12 11:38 AM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL - Amended 8.19.22.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx	
Winsor Learning, Inc.	2022-08-02 03:32 PM CDT	2022-09-11 10:31 PM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL - Amended 8.19.22.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf	
AUDIO VISUAL AIDS CORP	2022-08-02 10:20 AM CDT	2022-08-02 10:21 AM CDT		
Fun and Function	2022-08-10 08:43 AM CDT	2022-09-13 12:25 PM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf	2022-09-13 12:18 PM CDT
Kamico Instructional Media, Inc.	2022-08-03 02:58 PM CDT	2022-09-12 09:40 AM CDT	AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx	

Innovative Office Solutions	2022-08-03 12:26 PM CDT	2022-08-03 12:27 PM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf	
Discount Two-Way Radio	2022-08-03 10:08 AM CDT	2022-08-03 10:11 AM CDT	AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf	
Southern Computer Warehouse	2022-08-02 10:08 AM CDT	2022-08-19 01:03 PM CDT	AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf	
MUSIC IN MOTION	2022-08-04 12:05 PM CDT	2022-08-25 04:32 PM CDT	AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL - Amended 8.19.22.pdf AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx	
The Reading Warehouse Inc	2022-08-02 09:22 AM CDT	2022-09-13 07:18 AM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL - Amended 8.19.22.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx	
DREAMBOX LEARNING INC	2022-08-02 03:21 PM CDT	2022-08-11 08:44 AM CDT	AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf	
ALPHAPROMED LLC	2022-08-05 10:43 AM CDT	2022-08-05 11:20 AM CDT	AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf	
FlagHouse Inc	2022-08-11 10:41 AM CDT	2022-08-19 12:24 PM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf	

BT AND COMPANY LLC	2022-08-11 08:14 PM CDT	2022-08-24 05:20 PM CDT	AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf	
Lakes Country Service Cooperative	2022-08-25 01:51 PM CDT	2022-08-25 01:51 PM CDT		
IMS	2022-08-04 02:43 AM CDT	2022-08-04 02:43 AM CDT		
Littera Education	2022-08-02 09:16 AM CDT	2022-08-19 01:10 PM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf	
G&G Technologies, Inc	2022-08-02 09:19 AM CDT	2022-08-16 08:07 AM CDT	AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf	
The Bid Lab	2022-08-25 07:35 PM CDT	2022-09-07 04:49 AM CDT		
Aziaa Corp	2022-08-18 09:17 AM CDT	2022-08-18 09:19 AM CDT		
DEMCO, Inc.	2022-08-02 04:12 PM CDT	2022-08-02 04:13 PM CDT		
John Tortelli	2022-08-03 04:43 PM CDT	2022-08-03 05:35 PM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf	
EBSCO Information Services	2022-08-18 08:08 PM CDT	2022-08-18 08:08 PM CDT		
Bluum USA, Inc.	2022-08-18 09:31 AM CDT	2022-08-19 12:34 PM CDT	AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part A - Terms and Conditions - FINAL.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf	
Data Image LLC	2022-08-02 09:16 AM CDT	2022-08-02 09:16 AM CDT	AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf	
Konica Minolta Business Solutions	2022-08-02 09:30 AM CDT	2022-08-15 01:11 PM CDT	AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part A - Terms and Conditions - FINAL.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf	
Unipak Corp.	2022-08-02 10:17 AM CDT	2022-08-02 10:17 AM CDT		

School Specialty	2022-08-02 09:24 AM CDT	2022-09-13 03:01 PM CDT	AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL - Amended 8.19.22.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf	2022-09-12 10:10 AM CDT
RYE Consulting	2022-08-03 07:04 AM CDT	2022-08-24 01:58 PM CDT	AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL - Amended 8.19.22.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf	
EAI Education (Eric Armin Inc.)	2022-08-03 08:26 AM CDT	2022-08-15 01:49 PM CDT	AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf	
Savvas Learning Company LLC	2022-08-02 12:08 PM CDT	2022-08-18 01:24 PM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf	
Archangel Tablets LLC	2022-08-29 09:58 AM CDT	2022-08-29 10:13 AM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL - Amended 8.19.22.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf	
ExploreLearning, LLC	2022-08-02 09:47 AM CDT	2022-08-02 09:50 AM CDT	AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx	

EBSCO Industries, Inc.	2022-08-03 12:30 PM CDT	2022-09-09 09:55 AM CDT	AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf	
Encore Data Products, Inc.	2022-08-02 10:37 AM CDT	2022-08-22 12:20 PM CDT	AEPA 023-D Part A - Terms and Conditions - FINAL.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx	
Just Right Reader, Inc.	2022-09-07 01:54 PM CDT	2022-09-13 07:39 AM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx	2022-09-13 07:39 AM CDT
JPO Business Solutions	2022-09-12 02:54 PM CDT	2022-09-12 02:55 PM CDT	AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf	
iBenzer, Inc	2022-08-31 11:05 AM CDT	2022-08-31 11:06 AM CDT	AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf	
CDI Computers	2022-08-02 09:18 AM CDT	2022-08-02 09:18 AM CDT		
REALLY GOOD STUFF	2022-08-02 09:48 AM CDT	2022-09-13 11:59 AM CDT	AEPA 023-D Part A - Terms and Conditions - FINAL.pdf AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL - Amended 8.19.22.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf	2022-09-13 11:10 AM CDT
ACCO Brands USA LLC	2022-08-11 10:21 AM CDT	2022-08-11 01:25 PM CDT		
Gravitas Publications Inc.	2022-08-29 11:53 AM CDT	2022-08-30 12:25 PM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL - Amended 8.19.22.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx	
Dodge Data & Analytics	2022-08-02 09:20 PM CDT	2022-09-12 09:28 PM CDT		
Express Booksellers	2022-08-03 09:49 AM CDT	2022-08-22 10:31 AM CDT	AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL - Amended 8.19.22.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf	
Bound To Stay Bound Books, Inc.	2022-08-02 09:50 AM CDT	2022-08-02 09:50 AM CDT		

TouchMath Acquisition LLC	2022-08-08 03:06 PM CDT	2022-09-12 05:18 PM CDT	AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL - Amended 8.19.22.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf	
Climate Survival Solutions	2022-08-04 10:29 AM CDT	2022-08-21 06:59 PM CDT	AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL - Amended 8.19.22.pdf	
School Outfitters	2022-08-03 08:36 AM CDT	2022-08-15 01:32 PM CDT	AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx	
WDM, Inc.	2022-08-02 02:27 PM CDT	2022-08-25 06:44 AM CDT	AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf	
Lightspeed Technologies, Inc.	2022-08-02 10:28 AM CDT	2022-08-18 01:50 PM CDT	AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf	
IXL Learning, Inc.	2022-08-02 10:23 AM CDT	2022-09-01 10:36 AM CDT	AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf	
Learning A-Z, LLC	2022-08-04 03:45 PM CDT	2022-08-04 03:53 PM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf	
Bluum USA, Inc.	2022-08-15 01:19 PM CDT	2022-09-13 12:07 PM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL - Amended 8.19.22.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf	2022-09-13 10:46 AM CDT

ACT, Inc.	2022-08-08 01:54 PM CDT	2022-08-18 10:42 AM CDT	AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf	
Office Depot Inc.	2022-09-01 11:15 AM CDT	2022-09-01 11:36 AM CDT	AEPA 023-D Part A - Terms and Conditions - FINAL.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL - Amended 8.19.22.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf	
BG Innovations, Inc.	2022-08-30 10:16 PM CDT	2022-08-30 10:16 PM CDT		
Visionworx, LLC	2022-08-03 07:51 AM CDT	2022-08-26 11:42 AM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf	
Complete Book and Media Supply, Inc	2022-08-10 03:09 PM CDT	2022-08-30 01:57 PM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf	
Audio Enhancement, Inc.	2022-08-02 09:40 AM CDT	2022-09-08 11:22 AM CDT	AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL - Amended 8.19.22.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf	
PEPPM	2022-08-15 10:22 AM CDT	2022-09-13 12:21 PM CDT	AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL - Amended 8.19.22.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf	

Perkens WS Corporation	2022-08-19 04:49 AM CDT	2022-09-12 11:57 PM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL - Amended 8.19.22.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf	
MaxiAids, Inc.	2022-08-30 11:23 AM CDT	2022-09-12 09:19 AM CDT	AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL - Amended 8.19.22.pdf	
Pocket Full of Therapy	2022-08-05 03:03 AM CDT	2022-08-20 09:24 PM CDT		
Follett Content Solutions, LLC	2022-08-02 09:17 AM CDT	2022-08-02 12:41 PM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf	
Kaplan Early Learning Company	2022-08-02 11:10 AM CDT	2022-08-18 07:49 AM CDT	AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx	
Superior Text	2022-08-04 10:12 AM CDT	2022-08-10 10:01 AM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx	

INTEGRATED FACILITY MANAGEMENT	2022-08-09 01:05 PM CDT	2022-08-09 03:02 PM CDT	AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf	
BookNook Inc.	2022-08-02 09:43 AM CDT	2022-08-03 09:24 AM CDT	AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf	
NCS Pearson, Inc	2022-08-03 10:36 AM CDT	2022-08-24 04:37 PM CDT	AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part A - Terms and Conditions - FINAL.pdf AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf	
Michaels Stores Inc & Subs	2022-08-03 12:41 PM CDT	2022-08-17 03:30 PM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx	
EARLYCHILDHOOD LLC	2022-08-15 01:21 PM CDT	2022-08-15 04:57 PM CDT		
HiTouch Business Services LLC	2022-08-05 10:10 AM CDT	2022-08-23 02:30 PM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf	
Pitsco Education LLC	2022-08-02 09:18 AM CDT	2022-08-19 03:38 PM CDT	AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL - Amended 8.19.22.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf	

Tangible Play, Inc. DBA "Osmo"	2022-08-08 09:02 AM CDT	2022-08-17 07:17 PM CDT	AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf	
Galaxy Next Generation	2022-08-02 09:16 AM CDT	2022-08-02 09:16 AM CDT		
Bluum	2022-08-19 01:49 PM CDT	2022-08-19 01:52 PM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL - Amended 8.19.22.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf	
youthlight	2022-08-02 09:44 AM CDT	2022-08-02 09:56 AM CDT	AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf	
B.E. Publishing	2022-08-02 04:18 PM CDT	2022-08-08 07:12 AM CDT	AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf	
Newsela Inc	2022-08-02 10:22 AM CDT	2022-08-18 11:58 AM CDT	AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx	
Fisher Scientific Company LLC	2022-08-02 12:33 PM CDT	2022-08-19 11:58 AM CDT	AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf	
HighScope Educational Research Foundation	2022-09-09 01:54 PM CDT	2022-09-09 02:00 PM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL - Amended 8.19.22.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf	
CJIS GROUP LLC	2022-08-03 06:50 AM CDT	2022-08-03 06:50 AM CDT	AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf	
ProLogic ITS, LLC	2022-08-18 07:58 AM CDT	2022-08-18 07:59 AM CDT		
FlagHouse, Inc	2022-08-02 10:31 AM CDT	2022-09-12 09:04 PM CDT	AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx	2022-09-12 09:03 PM CDT

Egan Supply Co	2022-08-05 08:18 AM CDT	2022-08-19 01:15 PM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf	
Bio-Rad Laboratories, Inc	2022-08-02 09:48 AM CDT	2022-08-02 11:25 AM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf	
Lakeshore Learning Materials, LLC	2022-08-02 12:31 PM CDT	2022-09-13 11:20 AM CDT	AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL - Amended 8.19.22.pdf AEPA Vendor Quarterly Report Template.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part E - Signature Forms - School & Inst. - FINAL.pdf AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part A - Terms and Conditions - FINAL.pdf	2022-09-13 11:19 AM CDT
Carson Dellosa Publishing LLC	2022-08-02 10:10 AM CDT	2022-09-08 02:32 PM CDT	AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL - Amended 8.19.22.pdf AEPA 023-D Part C - Member Agency (State) Ts & Cs - FINAL.pdf AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx	
Prime Educational Products, LLC	2022-08-10 01:58 PM CDT	2022-08-10 02:47 PM CDT	AEPA 023-D Part D - Questionnaire - School & Inst. - FINAL.docx AEPA 023-D Part B - Specifications - School & Inst. - FINAL.pdf	
Innovative Office Solutions	2022-08-03 11:31 AM CDT	2022-08-03 11:31 AM CDT	AEPA 023-D Part F - Discount Pricing Workbook - School & Inst. - FINAL.xlsx	
Zalmen Reiss and Associates, Inc.	2022-08-02 09:21 AM CDT	2022-08-02 09:21 AM CDT		

AEPA 023-D School & Instructional Opening Record

Name of Responding Company	Bid Security	Part D - Questionnaire	Part E - Signature Forms	Part F - Pricing Schedule	Price List and/or Catalog	Send to Category Committee for Evaluation
American Eagle Inc.	N/A	x	x	No		N
Blick Art Materials	N/A	x	x	x		Y
Bluum USA Inc	N/A	x	x	x	Committee Follow Up Needed	Y
FlagHouse Inc.	N/A	x	x	x	Committee Follow Up Needed	Y
Fun & Function	N/A	x	x	No		N
hand2mind	N/A	x	x	No		N
Imagination Station	N/A	N	x	No		N
Just Right Reader	N/A	x	x	x	x	Y
Lakeshore Learning Materials	N/A	x	x	x	Committee Follow Up Needed	Y
Quill Corporation	N/A	x	x	x	Committee Follow Up Needed	Y
Really Good Stuff	N/A	x	x	x	Committee Follow Up Needed	Y
School Speciality	N/A	x	x	x	x	Y
Opening Date: 9/13/2022		Opening Time: 2:08:00 P.M.		Witnesses:		
Exec. Solicitations Committee Chair:		<small>DocuSigned By:</small> <i>Jane Eastes</i> <small>6D98B132BB3040A...</small>				
						Steve Griggs
						Scott Howard
						Ed Vandertook
						Nita Werner
						Christina Jackson
						Andrew Pickens
						Anna Marie Hollander
						Andrew Pickens
						Ken Swink
						Jane Eastes
						Melissa Mattson
						Kristine Urbowicz
						Lisa Truax
						Lori Mittelstadt

Association of Educational Purchasing Agencies
Tabulation Report IFB #023-D - School & Instructional
Supplies
Vendor: Blick Art Materials LLC

General Comments: Blick's catalog PDF is too large to upload. So, a spreadsheet type price list has been uploaded. The actual catalog may be downloaded at <https---www.dickblick.com-requests-bigbook->

General Attachments: Blick Art Materials LLC - Cover Letter and Discount Explanation.pdf
Exhibit A - Marketing Plan - Blick Art Materials LLC.pdf
Part C - State-Specific Forms - Blick Art Materials LLC.pdf
Part D - Questionnaire - Blick Art Materials LLC.pdf
Part E - Signature Forms - Blick Art Materials LLC.pdf
Part F - Pricing Schedule - Blick Art Materials LLC.xlsx
Price List - Blick Art Materials LLC.pdf

BLICK[®] art materials

PO Box 1267 Galesburg IL 61402-1267
Orders 800-447-8192
Contracts 800-704-7744

DickBlick.com
Fax 800-621-8293

September 8, 2022

Association of Educational Purchasing Agencies
Jane Eastes
1001 E Mt Faith Ave
Fergus Falls, MN 56537

Bid Number: 023-D
Bid Name: School & Instructional Supplies
Opening Date/Time: 9/13/22

Thank you for the opportunity to submit a bid on the proposal referenced above. Blick is pleased to offer a 20% discount to your members. Attached, you will find our full discount offer terms and exclusions. To ensure your discount is properly applied to your orders, please reference discount code QD20AEP at the time of order.

To place an order

- Phone: 800-447-8192
- Fax: 800-621-8293
- Email: PurchaseOrders@dickblick.com
- Online: www.dickblick.com

Payment Terms: Net 30 Days – all orders are subject to credit approval
Delivery: 7-14 Days ARO

If you have questions regarding this proposal please contact me. We value this opportunity to offer our support as your art supply vendor.

Sincerely,



Heather Havens
Institutional Sales Manager
800-704-7744, contracts@dickblick.com

Enclosures

We accept "Future Orders". POs placed in advance are held until ship dates specified on orders (within same calendar year). No invoice obligation until delivery. Future orders can: target delivery timing, improve product availability, minimize backorders, and reduce number of invoices.

Supply Chain Statement – We at Blick Art Materials fully anticipate our ability to fulfill our contracted commitment as a result of this proposal. However, supply chain interruptions do continue. We are working tirelessly to ensure inventory and delivery to the extent we are able. Blick is committed to partnering with you to the utmost of our ability during this time. If, at the time of order, an extended backorder is anticipated on a specific product you will be promptly notified.

P-Cards Blick Art Materials accepts P-Cards as a form of payment both at the time of order and upon invoice. There is no convenience fee if the card is billed upon shipment. When P-Cards are applied to invoices, a 3% convenience fee will be applied.

BLICK[®] art materials

PO Box 1267 Galesburg IL 61402-1267
Orders 800-447-8192
Contracts 800-704-7744

DickBlick.com
Fax 800-621-8293

Catalog Discount Terms and Exclusions

Contract Reference: AEPA 023-D School & Instructional Supplies

Discount: 20%

Discount Code: QD20AEP

Contact: Heather Havens

Email: Contracts@dickblick.com

Offer Terms

- Discount is applied to the "each" price as listed in Blick's annual *Materials for Art Education* annual catalog only. Item numbers begin with A in 2022. Letters will change annually between A, B, or C.
- Free freight on orders of \$49 or more after discount See below for exclusions

Discount Exclusions

- Sale catalogs
- Website prices at www.dickblick.com
You will receive the lower of the web price at the time of order or your catalog discount by placing the discount reference code listed above in the discount code box in your shopping cart and using the School and Business checkout method. Note: web prices may fluctuate daily.
- Quantity pricing
You will receive the lower of the quantity break, for the quantity ordered, or your discount from the "EACH" price.
- Drop-ship items
Any item with the letter F in the catalog item # prefix or noted as factory-direct online.
- Cannot be used in conjunction with additional coupons or other promotions.

Free Freight Exclusions

- Oversized or heavy weight items (i.e. paper rolls, linoleum rolls, printmaking presses, or any item indicating additional handling)
- 50-lb boxes of clay or ANY modeling material totaling 50-lbs or greater in weight
- Drop-ship items (any item with the letter F in the catalog item # prefix or noted as factory-direct online)
- When ordering sheets of paper or board larger than 18" x 24" in quantities of less than 10, a per-order handling fee applies. Paper or boards may be assorted to reach the quantity of 10.

To place an order

- Provide discount code on your order or in the promo field when ordering online
- Phone: 800-447-8192
- Fax: 800-621-8293
- Email: PurchaseOrders@dickblick.com
- Online: www.dickblick.com



Association of Educational
PURCHASING AGENCIES

Part E – Signature Forms
AEPA 023-D
School & Instructional Supplies

Instructions

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

To submit the required signed forms, follow these steps:

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

*Note, a bid checklist has been provided to review with your submission.

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

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

Bid Affidavit - **signature required*

Acceptance of Bid & Contract Award - **signature required*

Uniform Guidance "EDGAR" Certification Form

2 CFR Part 200

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

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

1. Violation of Contract Terms and Conditions

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

2. Termination for Cause of Convenience

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

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

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

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Respondent is required to pay wages

to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

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

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

5. Contract Work Hours and Safety Standards Act

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

6. Right to Inventions Made Under a Contract or Agreement

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

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

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

9. Byrd Anti-Lobbying Amendment

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

10. Procurement of Recovered Materials

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

11. Profit as a Separate Element of Price

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

13. Governing Law; Forum Selection.

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

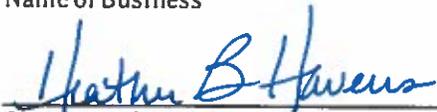
Respondent further acknowledges and agrees that any legal action or proceeding in which a party includes a participating agency, but does not include AEPA as a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection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

By initialing the table (1-13) and signing below, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	Respondent Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	Yes	HH
2. Termination for Cause of Convenience	Yes	HH
3. Equal Employment Opportunity	Yes	HH
4. Davis-Bacon Act	Yes	HH
5. Contract Work Hours and Safety Standards Act	Yes	HH
6. Right to Inventions Made Under a Contract or Agreement	Yes	HH
7. Clean Air Act and Federal Water Pollution Control Act	Yes	HH
8. Debarment and Suspension	Yes	HH
9. Byrd Anti-Lobbying Amendment	Yes	HH
10. Procurement of Recovered Materials	Yes	HH
11. Profit as a Separate Element of Price	Yes	HH
12. General Compliance with Participating Agencies	Yes	HH
13. Governing Law; Forum Selection.	Yes	HH

Blick Art Materials LLC

Name of Business



Signature of Authorized Representative

Heather Havens

Printed Name

9/7/22

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.

Heather Havens	PO Box 1267
Authorized Representative (Please print or type)	Mailing Address

Director of Institutional Sales	Galesburg, IL 61402
Title (Please print or type)	City, State, Zip

	9/7/22
Signature of Authorized Representative	Date



Acceptance of Solicitation & Contract

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

PART I: RESPONDENT

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

Business Name	<u>Blick Art Materials LLC</u>	Date	<u>9/7/22</u>
Address	<u>PO Box 1267</u>	City, State Zip	<u>Galesburg, IL 61402</u>
Contact Person	<u>Heather Havens</u>	Title	<u>Director of Institutional Sales</u>
Authorized Signature	<u></u>	Title	<u>Director of Institutional Sales</u>
Email	<u>contracts@dickblick.com</u>	Phone	<u>800-704-7744</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2024 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency _____

Authorized Representative _____

Awarded this	day of	Contract Number
Contract to commence (Member Agency to select)	3/1/2023	Or

Solicitation Checklist

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

"x"	Document Title, Uploaded to Public Purchase <i>(Respondent must submit documents in the required title/format)</i>	Format of Uploaded Document	Notes
n/a	Bid Bond – if Required, see Part B if applicable.	Upload PDF copy. The original must be received by Lakes Country Service Cooperative by due date and time.	Send to Lakes Country Service Cooperative.
x	Part C – State-Specific Forms – Name of Responding Company	Single, Scanned PDF	New Jersey Only Requirement. Signatures Required.
x	Part D - Questionnaire – Name of Responding Company Includes: <ul style="list-style-type: none"> • Company Information • Service Questionnaire • Exceptions • Deviations 	Single, Scanned PDF	Required.
x	Part E – Signature Forms – Name of Responding Company Includes: <ul style="list-style-type: none"> • Uniform Guidance "EDGAR" Certification • Bid Affidavit • Acceptance of Bid & Contract Award 	Single, Scanned PDF	Required. Signatures required.
x	Part F – Pricing Schedule – Name of Responding Company	Excel Workbook	Required.
x	Price List and/or Catalog – Name of Responding Company	Upload PDF	Required.
x	Exhibit A – Marketing Plan – Name of Responding Company	Scanned PDF	Optional. Form not provided by AEPA, Respondent Created



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

AEPA #023-D School & Instructional Supplies

Bidding Company Name:

Blick Art Materials LLC

Name of Catalog:

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

2022 Blick Materials for Art Education

Note: Groupings to be defined by Bidder and can be by sub-category, manufacturer, etc.

Part F.1 is a REQUIRED FORM

No.	Grouping of Discount	Discount Offered for This Grouping	Comments
1	All Stocked Items - "Each" Price	20%	Refer to code QD20AEP at time of order (for CT QD20CRC, for PA QD20KPN). See attached discount offer terms for exclusions and clarifications.
2	All Drop Shipped Items	0%	Refer to code QD20AEP at time of order (for CT QD20CRC, for PA QD20KPN). See attached discount offer terms for exclusions and clarifications.
3	All Bulk Quantity Prices	0%	Price applied will be the lower of the eligible quantity price or discount off the "each" price.
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BLICK[®] art materials

PO Box 1267 Galesburg IL 61402-1267
Orders 800-447-8192
Contracts 800-704-7744

DickBlick.com
Fax 800-621-8293

September 8, 2022

Association of Educational Purchasing Agencies
Jane Eastes
1001 E Mt Faith Ave
Fergus Falls, MN 56537

Bid Number: 023-D
Bid Name: School & Instructional Supplies
Opening Date/Time: 9/13/22

Thank you for the opportunity to submit a bid on the proposal referenced above. Blick is pleased to offer a 20% discount to your members. Attached, you will find our full discount offer terms and exclusions. To ensure your discount is properly applied to your orders, please reference discount code QD20AEP at the time of order.

To place an order

- Phone: 800-447-8192
- Fax: 800-621-8293
- Email: PurchaseOrders@dickblick.com
- Online: www.dickblick.com

Payment Terms: Net 30 Days – all orders are subject to credit approval
Delivery: 7-14 Days ARO

If you have questions regarding this proposal please contact me. We value this opportunity to offer our support as your art supply vendor.

Sincerely,



Heather Havens
Institutional Sales Manager
800-704-7744, contracts@dickblick.com

Enclosures

We accept "Future Orders". POs placed in advance are held until ship dates specified on orders (within same calendar year). No invoice obligation until delivery. Future orders can: target delivery timing, improve product availability, minimize backorders, and reduce number of invoices.

Supply Chain Statement – We at Blick Art Materials fully anticipate our ability to fulfill our contracted commitment as a result of this proposal. However, supply chain interruptions do continue. We are working tirelessly to ensure inventory and delivery to the extent we are able. Blick is committed to partnering with you to the utmost of our ability during this time. If, at the time of order, an extended backorder is anticipated on a specific product you will be promptly notified.

P-Cards Blick Art Materials accepts P-Cards as a form of payment both at the time of order and upon invoice. There is no convenience fee if the card is billed upon shipment. When P-Cards are applied to invoices, a 3% convenience fee will be applied.

BLICK[®] art materials

PO Box 1267 Galesburg IL 61402-1267
Orders 800-447-8192
Contracts 800-704-7744

DickBlick.com
Fax 800-621-8293

Catalog Discount Terms and Exclusions

Contract Reference: AEPA 023-D School & Instructional Supplies

Discount: 20%

Discount Code: QD20AEP

Contact: Heather Havens

Email: Contracts@dickblick.com

Offer Terms

- Discount is applied to the "each" price as listed in Blick's annual *Materials for Art Education* annual catalog only. Item numbers begin with A in 2022. Letters will change annually between A, B, or C.
- Free freight on orders of \$49 or more after discount See below for exclusions

Discount Exclusions

- Sale catalogs
- Website prices at www.dickblick.com
You will receive the lower of the web price at the time of order or your catalog discount by placing the discount reference code listed above in the discount code box in your shopping cart and using the School and Business checkout method. Note: web prices may fluctuate daily.
- Quantity pricing
You will receive the lower of the quantity break, for the quantity ordered, or your discount from the "EACH" price.
- Drop-ship items
Any item with the letter F in the catalog item # prefix or noted as factory-direct online.
- Cannot be used in conjunction with additional coupons or other promotions.

Free Freight Exclusions

- Oversized or heavy weight items (i.e. paper rolls, linoleum rolls, printmaking presses, or any item indicating additional handling)
- 50-lb boxes of clay or ANY modeling material totaling 50-lbs or greater in weight
- Drop-ship items (any item with the letter F in the catalog item # prefix or noted as factory-direct online)
- When ordering sheets of paper or board larger than 18" x 24" in quantities of less than 10, a per-order handling fee applies. Paper or boards may be assorted to reach the quantity of 10.

To place an order

- Provide discount code on your order or in the promo field when ordering online
- Phone: 800-447-8192
- Fax: 800-621-8293
- Email: PurchaseOrders@dickblick.com
- Online: www.dickblick.com

BLICK[®] art materials

PO Box 1267 Galesburg IL 61402-1267
Orders 800-447-8192
Contracts 800-704-7744

DickBlick.com
Fax 800-621-8293

Exhibit A – Marketing Plan

Marketing art supplies is a bit different than marketing other commodities for school use for the following reasons:

1. The decision maker is generally the art teacher or activity professional and not a member of the business office.
2. Average unit price and average order are relatively small. Business office officials focus on higher value commodities.
3. The art teacher or activity professional, while price-sensitive, does not make decisions based upon contract affiliation unless required to do so.

As a result, our marketing is focused on the art teacher or activity professional. They respond to product education, lesson plans, and other resources that aid them in doing their jobs. It isn't until a sale is ready to be made that these individuals begin to consider contract affiliation, and then, only when required to do so. At that time, we provide requestors with relevant contract options.

In addition to continuing to attract our target art teachers and activity professionals, our marketing focus specifically for this contract is in making the contracts readily available when needed, on the Blick website <https://www.dickblick.com/educators/partners/> and on the inside back cover of our annual printed catalog. PDF of Inside Back Cover follows in the exhibits.

In addition to our contract listings, we also have worked with several state members to provide contract info sheets to be used at Member Agency events. PDF example follows in the exhibits.

Another resource available to our partners is Blick's extensive, FREE, Lesson Plan Library. These are all copyrighted by Blick Art Materials and available to Member Agencies for use in newsletters. <https://www.dickblick.com/lesson-plans/> Blick can provide images, general copy, and contract details to be incorporated into your marketing. An example follows in the exhibits.

BLICK ART MATERIALS BUSINESS PARTNERS

State and Regional Partners

Arizona

- IGPA
- Strategic Alliance of Volume Expenditures - SAVE

California

- CalSave Monterey Co Office of Education - AEPA
- Nor-Cal Schools Joint Purchasing
- North Co Ed Purchasing Consortium - NCEPC

Colorado

- Colorado BOCES Association - AEPA
- Cooperative Educational Purchasing Council - CEPC

Connecticut

- Capitol Region Education Council - CREC/AEPA
- Connecticut Consortium for Cooperative Purchasing
- CT State Contract

Delaware

- Data Service Center

Florida

- PAEC Florida Buy - AEPA

Georgia

- Cooperative Purchasing Agency - AEPA

Indiana

- IAESC Procurement - AEPA - Wilson Education Center

Iowa

- AEA Purchasing - AEPA
- Iowa State Contract

Kansas

- Greenbush - AEPA

Kentucky

- Kentucky AEPA - Green River Regional Educational Cooperative
- Kentucky Purchasing Cooperative

Massachusetts

- The Education Collaborative (TEC)
- Massachusetts Higher Education Consortium
- Massachusetts State Contract

Maryland

- Maryland State Contract (Anne Arundel Co PS)

Michigan

- Oakland Schools Cooperative Contract Network - AEPA

Minnesota

- Cooperative Purchasing Connection - AEPA

Missouri

- Education Plus - AEPA

Montana

- Montana Cooperative Services - AEPA

Nebraska

- Nebraska ESU Coordinating Council - AEPA

New Hampshire

- Hampshire Council Purchasing

New Jersey

- Educational Data Services
- Educational Services Commission of NJ - AEPA
- New Jersey State Contract

New Mexico

- Cooperative Educational Services - AEPA

New York

- Educational Data Services

North Dakota

- North Dakota Educators Service Cooperative - AEPA

Ohio

- META Solutions - AEPA
- Ohio Mid-Eastern Regional Education Service Agency - AEPA
- Ohio Schools Council - AEPA
- SW Ohio Educational Purchasing Council - AEPA
- Stark County Schools Council - AEPA
- Unified Purchasing Cooperative

Oregon

- Intermountain ESD - AEPA

Pennsylvania

- Keystone Purchasing Network - AEPA

South Carolina

- CA41 Carolina Buy - AEPA
- South Carolina State Contract

South Dakota

- Cooperative Purchasing Connection - AEPA

Texas

- IGPA - Deer Park ISD
- BuyBoard
- Choice Partners
- Educational Purchasing Cooperative of North Texas - EPCNT
- Regions 1, 3, 5, 7, 9, 11, 14, 15, 18
- Region 6 - EPIC 6
- Region 19 - Allied States Cooperative
- Texas 20 Purchasing Cooperative
- TexBuy - Region 16 - AEPA
- TIPS - Region 8

Utah

- Utah State Contract

Virginia

- Fairfax County Public Schools - AEPA - Statewide

Wisconsin

- CESA Purchasing - AEPA

West Virginia

- Mountain State Educational Services Cooperative - AEPA

Wyoming

- Northeast Wyoming BOCES - AEPA

National Partners



For more information, contact our **Contract & Bid Department** at **800-704-7744** or **Sales@dickblick.com**



Colorado BOCES Association is pleased to partner with Blick Art Materials, the oldest and largest art supply specialist in the US, and is happy to offer **The Blick Advantage** to its members:

- **Best Selection** We know that being creative often requires materials that are difficult to find. That's why Blick stocks more than 80,000 products in its warehouse, and offers nearly 15,000 factory-direct items and more than 8,000 Blick and Utrecht brand items.
- **Best Service & Knowledge** Blick has real people available to answer your questions 24/7. Hundreds of Blick videos are also posted on DickBlick.com and YouTube.com, including video lesson plans for art educators and product demonstrations for artists.
- **Best Availability** Blick's massive inventory means what you need is most always in stock. If an item is out of stock, that's Blick's fault, not yours. That's why Blick does something virtually none of their competitors do - Blick NEVER cancels a backorder unless requested, and your backordered item ships out immediately once available — at NO additional cost to you.
- **Blick Ships Quick** Most orders are processed within 24 hours. Blick's reputation for industry-leading shipping times means you'll get your order FAST!

Look to Blick for the following art supply categories - and more:

- | | | | |
|---------------------------------|--------------------------|---------------------|------------------------|
| • Adhesives | • Brushes | • Drawing Materials | • Printmaking |
| • Airbrushing | • Canvas | • Easels | • Sculpture & Ceramics |
| • Art Room Furniture & Lighting | • Crafts | • Framing | • Storage |
| • Books & Media | • Cutting Tools | • Graphic Arts | • Textile Arts |
| | • Display & Presentation | • Paints | |
| | | • Papers & Boards | |

Contract Information

Contract Number: AEPA 019-E

- Pricing: 20%* off "Each" price as listed in Blick's "Materials for Art Education" catalog
- Free shipping on most orders over \$49*

*exclusions apply

How to Order from Blick:

- Email: PurchaseOrders@dickblick.com
- Fax: 800-621-8293
- Phone: 800-447-8192
- Online: www.dickblick.com
- Mail: PO Box 1267, Galesburg, IL 61402

Be sure to reference contract code QD20AEP for contract pricing.

Observe Earth Day, Friday, April 22nd

with this Free Lesson Plan from AEA vendor partner Blick Art Materials



What the River Sees

If we take the time to think about what a river sees on its journey, then we can be better friends and neighbors to it. As a collaborative piece, this lesson challenges students to create sections of a real or imagined river that can be joined together to make a linear, flowing storyline. From the river's beginnings in mountains, springs, or creeks to the place where it meets a larger body of water—the delta and wetlands. Full lesson plan details and materials list are available at dickblick.com/lesson-plans/what-the-river-sees

All materials may be purchased from Blick Art Materials under AEA contract. If ordering directly from Blick, remember to enter promo code QD20AEP during checkout.

For hundreds more free art lesson plans visit dickblick.com/lesson-plans. Lessons are geared for a wide variety of age and skill levels and designed to meet the National Standards for Visual Art Education.



Association of Educational Purchasing Agencies
Tabulation Report IFB #023-D - School & Instructional
Supplies
Vendor: FlagHouse, Inc

General Comments: I have provided both .pdf and .xlsx for the pricing list.

General Attachments: AAP 2021.pdf
AEPA 023-D Part C Completed.pdf
AEPA 023-D Part D - Questionnaire - School - Inst. - FINAL.pdf
AEPA 023-D Part E - Signature Forms - School - Inst. - FINAL (2).pdf
AEPA 023-D Part F - Discount Pricing Workbook - School - Inst. - FINAL.xlsx
AEPA 023-D PRICING LIST.pdf
AEPA 023-D PRICING LIST.xlsx
Exhibit A - FlagHouse Marketing Plan.pdf
ExhibitB - Flaghouse Proposal with Shipping terms for School Supplies.pdf
NJVendor Contact Form.docx



Part D - Questionnaire

AEPA 023-D

School & Instructional Supplies

Instructions

This questionnaire contains forms and requests for information required by AEPA for vendor evaluation for responsiveness and responsibility.

To submit the required forms, follow these steps:

1. Read the documents in their entirety.
2. Respondents must use Part D – Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested.
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “***Part D – Questionnaire – Name of Company***”.
5. Submit Part D, along with other required documents in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled “Part D – Questionnaire – Name of Company”:

[Company Information](#)

[Service Questionnaire](#)

[Exceptions](#)

[Deviations](#)

Company Information

Name of Company: Flaghouse Inc

Company Address: 601 Rt 46 West

City, State, zip code: Hasbrouck Heights, NJ 07604

Website: www.flaghouse.com

Contact Person: Daniel Ficca

Title: Contracts Manager

Phone: 201-288-7600

Email: dficca@flaghouse.com

Background

Note: Generally, AEPA will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate and/or establish a proven record of business. If the respondent has recently purchased an established business or has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. AEPA reserves the right to accept or reject newly formed companies based on information provided in this response and from its investigation of the company.

This business is a: public company X privately owned company

In what year was this business started under its present name? 1954

Under what additional, or, former name(s) has your business operated? _____

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

Date of Incorporation: January 18, 1954

State of Incorporation: New York

Name of President: George Carmel

Name(s) of Vice President(s): Doug Carmel

Name of Treasurer: Doug Carmel

Name of Secretary: Doug Carmel

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

Date of Partnership: _____

State Founded: _____

Type of Partnership, if applicable: _____

Name(s) of General Partner(s): _____

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

Date of Purchase: _____

State Founded: _____

Name of Owner/Operator: _____

Is this business different from those identified above? X No Yes

If yes, describe the company's format, year and state of origin and names and titles of the principles below.

Is this business women-owned? 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 601 RT 46 WEST

City, State, zip code HASBROUCK HEIGHTS NJ 07604

Phone 800-793-7900

How long at this address? 26 YEARS

Business Branch Location(s)

Branch Address 50 E WILMOT ST

City, State, zip code RICHMOND HILL ON L4B 3Z3 CANADA

Branch Address _____

City, State, zip code _____

Branch Address _____

City, State, zip code _____

Branch Address _____

City, State, zip code _____

**If more branch locations exist, insert information here or add another sheet with the above information.*

Sales History

Provide your business's annual sales for in the United States by the various public segments.

	2020	2021	2022 YTD
K-12 (public & private), Educational Service Agencies	3,795,000	6,321,229	4,066,382
Higher Education Institutions	190,000	224,525	177,909
Counties, Cities, Townships, Villages	311,000	745,400	222,339
States	(in # above)	(in # above)	(in # above)
Other Public Sector & Non-profits	3,206,000	2,816,753	3,054,990
Private Sector	3,752,000	5,305,071	2,833,081
Total	11,254,000	15,412,978	10,354,701

Provide your business's annual sales for **products and services that meet this solicitation's scope of work** in the United States by the various public segments.

	2020	2021	2022 YTD
K-12 (public & private), Educational Service Agencies	1,329,501	1,827,087	1,253,479
Higher Education Institutions	42,084	35,308	37,485
Counties, Cities, Townships, Villages	100,175	99,388	67,411
States	(in # above)	(in # above)	(in # above)
Other Public Sector & Non-profits	1,706,622	1,815,353	967,058
Private Sector	951,546	951,369	573,211
Total	4,129,928	4,728,505	5,458,707

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	Donna Luongo	CFO	201-329-7619	dluongo@flaghouse.com
Sales Manager	Daniel Ficca	Sales Manager	800-265-6900	dficca@flaghouse.com
Customer & Support Manager	Michael Hollaway	Contract Manager	800-793-7900	mhollaway@flaghouse.com
Distributors, Dealers, Installers, Sales Reps				
Consultants & Trainers				
Technical, Maintenance & Support Services	KIRK SMITH	OPERATIONS MANAGER	800-793-7900	ksmith@flaghouse.com
Quotes, Invoicing & Payments	MICHAEL HOLLAWAY	CONTRACT MANAGER	800-793-7900	mhollaway@flaghouse.com
Warranty & After the Sale	KIRK SMITH	OPERATIONS MANAGER	800-793-7900	ksmith@flaghouse.com
Financial Manager	TONI FERRANTE	FINANCE	800-793-7900	tferrante@flaghouse.com

Sales Force: Provide total number and location of salespersons employed by your business in the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Number of Sales Reps	City	State
6	HASBROUCK HEIGHTS	NJ
5	RICHMOND HILL (supporting US business)	ONTARIO, CANADA

Describe how your company will implement training and knowledge of the contract with your respective sales force. Furthermore, describe how your company plans to support and train your sales force on a national, regional, or local level and generally assist with the education of sales personnel about the resulting contract.

FlagHouse Sales Team will be trained to inform prospects, customers, show attendees and/or outbound phonecontacts about our AEPA contract and how Agency Members can access our contracted pricing and shopping portal. In fact, several of our territory sales representatives have experience in working with AEPA contracts from prior positions. FlagHouse contracts are reviewed by sales team at bi-monthly sales meetings, and collateral/marketing needs are reviewed quarterly. Further, AEPA logo with link to contract information will be added to state representative collateral and email signatures, and new promotion strategies will be reviewed and discussed at sales trainings

What is your company's plan, if your company were awarded the contract, to service up to 29 states. Describe if your company has a national sales force, dealer network, or distributor(s) with the ability to call on eligible agencies in the participating states in AEPA.

FlagHouse has a national sales force of 11 representatives with specific state sales territories. Sales representatives will make outbound calls to eligible agencies to promote the AEPA contract. Outbound calls will also correspond with scheduled marketing efforts such as eblasts . AEPA Contract Manager will also be assigned to liaison with 29 state agency leads to maximize promotion opportunities

Products, Services & Solutions

Provide a description of the Products, Services & Solutions to be provided by the product category set forth in Part B - Specifications. The primary objective is for each Supplier to provide its complete product, service, and solutions offerings that fall within the scope of this solicitation so that participating agencies may order a range of products as appropriate for their needs.

FlagHouse will be submitting thousands of its products in the following categories as noted in Part B-Specifications: and Other categories such as Audible, Tactile, Proprioception and other categories.

Distribution

Describe how your company proposes to distribute the products and services nationwide, regionally, or at the local level.

Products are delivered direct from our warehouse in NJ, or direct from drop ship vendor partners as applicable

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
CUSTOMER SERVICE & SALES	RICHMOND HILL	ONTARIO, CANADA
SALES	HASBROUCK HEIGHTS	NJ
DISTRIBUTION CENTER	HASBROUCK HEIGHTS	NJ

Describe the criteria and process by which your company selects and approves subcontractors, distributors, installers, and other independent services.

NA

Provide a list of current subcontractors, distributors, installers, and other independent service providers who are contracted to perform the type of work outlined in this solicitation in the member agency states. Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

NA

If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

NA

If applicable, describe other ways your company can be sensitive to a participating agencies desire to utilize local and/or MWBE companies, such as the number of local employees and offices with a geographic region, companies your firm uses that may be local (i.e. delivery company), your own company's diversity of owner employees, etc.

NA

If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

NA

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
DARA HERSKOVITZ	MARKETING MANAGER		dherkovits@flaghouse.com
BARBARA POLUHOVICH	MARKETING MANAGER		bpoluhovich@flaghouse.com
MONICA BENITEZ	WEB MANAGER		mbenitez@flaghouse.com

Describe how this business marketed its products and services to schools, nonprofit organizations, and other public sector audiences in Fiscal Year 2021– 2022 (July 1 – June 30). List all conventions, conferences, and other events at which this company exhibited.

Throughout its 65-year history, FlagHouse has met the needs of AEPA Members, as we service thousands of institutional customers every year across the US and Canada. Our customers work primarily in education, government, healthcare, and recreation sectors, including preschools, universities, community and fitness centers, summer camps, hospitals, clinics, correctional facilities, military bases, and religious and charitable organizations. In addition to mailing approximately 1,200,000 catalogs to US schools, nonprofit organizations and other public sector audiences annually, FlagHouse has robust campaigns for internet search engines, paid internet advertising, email newsletters and social media that direct prospects and customers to new products and services on the FlagHouse.com website. Social media generated over 29,000 leads and our outbound blasts reached over 95,600 new contacts. In addition, FlagHouse attended over 6 industry trade shows and conferences including; National SHAPE America, National Camping Association, National Recreation and Parks Association, American Association International Education, American Occupational Therapy Association, Florida SHAPE, California SHAPE, Texas SHAPE, Resort and Commercial Recreation Association, American School Health Association, American Public Health Association, JCCA of North America, NJ Park and Recreation Association, New York State Park and Recreation, Boys and Girls Clubs of American, National YMCA Conference, US Gymnastics Show.

Describe how your company will market the resulting contract to eligible Member Agencies. Describe how your company differentiates the new agreement from existing contracts that your company may hold today. Please be specific and detailed in your response.

See attached Exhibit B – Marketing Plan

Cooperative Marketing. Describe ways in which your company will collaborate with AEPA Member Agencies in marketing the resulting contract. Submit any supplemental materials as PDFs and title it Exhibit A – Marketing Plan.

- Process on how the contract will be launched to current and potential agencies.
- The ability to produce and maintain in full color print advertisements in camera-ready electronic format, or electronic advertisements, including company logos and contact information.
- Anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract.
- How the contract award will be displayed/linked on the Respondent's website.

See attached Exhibit B – Marketing Plan

Environmental Initiatives

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

N/A

Indicate if your company has any products in your offering that have any third-party environmental certifications.

NA

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

Our company is dedicated to making the Earth safer, healthier and more beautiful for our children so we support the GREEN initiative. We use recyclable paper for all our catalogue printing and have initiatives within the company to print all paper two-sided, refrain from printing wherever possible and recycle all garbage appropriately. We use energy efficient lighting in our warehouse. Our offices and distribution center recycle all paper products, use only recycled printing paper and our catalogs are 100% recyclable. We ship products in recycled corrugated boxes and stuffing material. Our office heating system uses a modern modular boiler system that is 90% efficient. Our distribution center heating system uses fuel efficient heaters, which are controlled individually by thermostats. We have skylights in the distribution center and naturalized lighting throughout the office. Our distribution center lighting system uses energy efficient T5/T8 fluorescent bulbs, which are controlled by motion sensors. Our office cooling system has updated controls that make the system more energy efficient. We only use green disinfectants and cleaning products. We partner with green conscious companies such as Funding Factory and continue to strive for green solutions in our future endeavors.

Describe what percentage of your offering is environmentally preferable and what are your company's plans to improve this offering.

5%

Additional Information

Describe any/all features, advantages and benefits of your organization that you feel will provide additional value and benefit to a participating AEPA agency.

FlagHouse is a premier global source of quality equipment and programs serving physical education, recreation, special needs therapies and education. We provide resources that enable physical activity, learning and play—to make the world more accessible and rewarding for everyone, regardless of age or ability. For over 65 years, this local, family owned company and its employees have been dedicated to enriching the quality of life for all people with a wide range of equipment and programs to be active, play, learn, and enjoy life fully. When customers order from us, they are not just getting "stuff", they are getting our commitment; to provide quality products and a team of dedicated employees empowered to satisfy our customers' needs. AEPA member agencies have our commitment to providing not only the products specified, but to a seamless and high-quality experience. With FlagHouse owners on site in Hasbrouck Heights, NJ, and Executive level corporate support, we have compiled a dedicated AEPA team that will prioritize details from start to completion

If applicable, describe your company's ability to integrate into other ecommerce sites:

Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).

Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.

Click or tap here to enter text.

Disclosures

Legal: Does this business have actions currently filed against it? 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. Univ California, Davis	Paul Tabarez	CalFresh Physical Activity Coordinator	530-752-0711	pjtabarez@ucdavis.edu
2. Santa Clara County Health Dept	Celeste Cordeiro	Health Planning Specialist	408-793-2785	Celeste.Cordeiro@phd.sccgov.org
3. GSA	Cindy Brice	Contract Manager 7QSBKB	817-850-8383	Cindy.brice@gsa.gov
4. Maricopa County Cooperative Ext	Brittany Hobe	Program Coordinator	602-827-8244	Brittanym@email.arizona.edu
5. San Bernadino County Schools	Farrah Northcott	Manager	909-386-2917	Farrah.northcott@sbcss.net

Service Questionnaire

The following chart indicates which AEPA Member States intend to participate in this solicitation category. Respond to Yes/No and choice questions by using an (X). **Note: A Respondent must be willing and able to deliver the proposed products and/or services to 90% of the participating AEPA Member States.**

AEPA Member States	Participating in this category.	In which states has this company sold products/services in the past 3 years? (Place an X where applicable)	If awarded, which states does this company propose to sell in? (Place an X where applicable)	Indicate which states this company has sales reps, distributors or dealers in. (Place an X where applicable)
California	Yes	<u> X </u>	<u> X </u>	
Colorado	Yes	<u> X </u>	<u> X </u>	
Connecticut	Yes	<u> X </u>	<u> X </u>	
Florida	Yes	<u> X </u>	<u> X </u>	
Georgia	Yes	<u> X </u>	<u> X </u>	
Illinois	Yes	<u> X </u>	<u> X </u>	
Indiana	Yes	<u> X </u>	<u> X </u>	
Iowa	Yes	<u> X </u>	<u> X </u>	
Kansas	Yes	<u> X </u>	<u> X </u>	
Kentucky	Yes	<u> X </u>	<u> X </u>	
Massachusetts	Yes	<u> X </u>	<u> X </u>	
Michigan	Yes	<u> X </u>	<u> X </u>	
Minnesota	Yes	<u> X </u>	<u> X </u>	

Missouri	Yes	<u>X</u>	<u>X</u>	
Montana	Yes	<u>X</u>	<u>X</u>	
Nebraska	Yes	<u>X</u>	<u>X</u>	
New Jersey	No	<u>X</u>	<u>X</u>	<u>X - NJ based/Cover USA</u>
New Mexico	Yes	<u>X</u>	<u>X</u>	
North Dakota	Yes	<u>X</u>	<u>X</u>	
Ohio	Yes	<u>X</u>	<u>X</u>	
Oregon	Yes	<u>X</u>	<u>X</u>	
Pennsylvania	Yes	<u>X</u>	<u>X</u>	
South Carolina	Yes	<u>X</u>	<u>X</u>	
Texas	Yes	<u>X</u>	<u>X</u>	
Virginia	Undecided	<u>X</u>	<u>X</u>	
Washington	Yes	<u>X</u>	<u>X</u>	
West Virginia	Yes	<u>X</u>	<u>X</u>	
Wisconsin	Yes	<u>X</u>	<u>X</u>	
Wyoming	Yes	<u>X</u>	<u>X</u>	

e-Commerce: Does this business have an e-commerce website? **No** X **Yes**
If YES, what is the website? www.flaghouse.com

Customer and Support Service: It is understood depending on the type, kind and level of products and/or services being proposed in response to this solicitation will impact and determine the type and level of services required and these are identified in Part B Specifications of this solicitation.

Does this business have online customer support options? **No** X **Yes**
Does this business have a toll-free customers support phone option? **No** X **Yes**
Does this business offer local customer and support service options? **No** X **Yes**

State your normal delivery time (in days) and any options for expediting delivery.
Ship within 48 hours

State your backorder policy. Do you fill the order when available, or cancel the order and require participating agencies to reorder if items are backordered?
Fill when available

Describe your company’s payment terms as well as any quick pay discounts.
Net 30

State your company’s return policy and any applicable State restocking fees.
FlagHouse promises you will be satisfied, or we will refund 100% of your purchase for up to one full year. Our promise extends even further when you buy any FlagHouse-branded products – guaranteed for two years. If the product is returned because of a defect, or as a result of an error on FlagHouse’s part, we will assume all freight costs and arrange pickup. If the customer does not want the item that they ordered after receiving it, the customer is responsible for the cost of return freight. We do not charge a restocking fee.

Describe any special program that your company offers that will improve customers’ ability to access products, on-time delivery, or other innovative strategies.

FlagHouse relationships with our vendors will allow for us to give AEPA agencies priority to product and delivery . In addition we have secured additional inventory of our core physical education items to reduce customer wait times due to pandemic supply chain delays.

Pricing

Is your pricing methodology guaranteed for the term of the contract? _____ **No** X **Yes**

Will you offer customized price lists to participating entities as encouraged per the pricing terms of Part A? X _____ **No** _____ **Yes**

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

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

Bidder does not have an established volume discount policy, but will be glad to negotiate volume discounts upon request.

Competitiveness: In order for your response to be considered, your company must offer AEPA prices that are equal to or lower than those normally offered to individual entities or cooperatives with equal or lower volume.

Is the pricing that is proposed to AEPA equal to or lower than pricing your company offers to individual entities or cooperatives with equal to or lower volume? _____ **No** X **Yes**

Indicate which of the following apply and the **level of competitive range** you are offering in response to this solicitation.

_____ Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.

 X Pricing is LESS THAN individual customer and/or cooperatives. Lower by 5-15% %

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).

AEPA -HVAC 21.75 2022

Sourcewell 2023

BuyBoard 2023

EdData 2022

NCPA 2022

Hunterdon County NJ 2022

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)?

FlagHouse Marketing promotions and Sales outreach efforts will feature the AEPA contract as our primary national contract for physical education products .

Administrative Fee: Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. Mark with an "X".

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

Leasing: Do your business offer leasing arrangements under this solicitation? X **No** _____ **Yes** _____
If Yes, please indicate how the rate factor is determined and other cost factors below.
Click or tap here to enter text.

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

Responsibilities	Yes, indicate with an "X"	No, indicate with an "X"
1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the AEPA contract.	X	
2. Train and educate sales staff on what the AEPA contract is: including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.	X	
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The marketing plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.	X	
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.	X	
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, the Vendor Partner is required to submit a \$0 report to the AEPA Member Agency.	X	
6. Have ongoing communication with the Category Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.	X	
7. Attend two (2) AEPA meetings each year (see Part A)	X	
8. Participate in national and local conference trade shows to promote the AEPA contracts including, but not limited to the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).	X	
9. Increase sales over the term of the contract with all participating AEPA Member Agencies.	X	

Exceptions

Instructions:

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

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

IFB Section and Page Number	Outline Number	Term and Condition	Exception

Deviations

Instructions:

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

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

Outline Number Part B	Specification (describe)	Details of Deviation



Part E – Signature Forms

AEPA 023-D

School & Instructional Supplies

Instructions

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

To submit the required signed forms, follow these steps:

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

*Note, a bid checklist has been provided to review with your submission.

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

Uniform Guidance “EDGAR” Certification Form – *signature required

Bid Affidavit – *signature required

Acceptance of Bid & Contract Award – *signature required

Uniform Guidance “EDGAR” Certification Form

2 CFR Part 200

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

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

1. Violation of Contract Terms and Conditions

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

2. Termination for Cause of Convenience

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

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

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

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Respondent is required to pay wages

to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

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

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

5. Contract Work Hours and Safety Standards Act

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

6. Right to Inventions Made Under a Contract or Agreement

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

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

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

9. Byrd Anti-Lobbying Amendment

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

10. Procurement of Recovered Materials

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

11. Profit as a Separate Element of Price

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

12. General Compliance with Participating Agencies

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

13. Governing Law; Forum Selection.

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

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

By initialing the table (1-13) and signing below, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	<u>Respondent Certification:</u> YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	YES	DF
2. Termination for Cause of Convenience	YES	DF
3. Equal Employment Opportunity	YES	DF
4. Davis-Bacon Act	YES	DF
5. Contract Work Hours and Safety Standards Act	YES	DF
6. Right to Inventions Made Under a Contract or Agreement	YES	DF
7. Clean Air Act and Federal Water Pollution Control Act	YES	DF
8. Debarment and Suspension	YES	DF
9. Byrd Anti-Lobbying Amendment	YES	DF
10. Procurement of Recovered Materials	YES	DF
11. Profit as a Separate Element of Price	YES	DF
12. General Compliance with Participating Agencies	YES	DF
13. Governing Law; Forum Selection.	YES	DF

Flaghouse Inc

 Name of Business

Daniel Ficca

 Signature of Authorized Representative

Daniel Ficca

 Printed Name

08/12/2022

 Date

Solicitation Affidavit

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

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

Daniel Ficca

Authorized Representative (Please print or type)

601 Rt 46 West

Mailing Address

Daniel Ficca

Title (Please print or type)

Hasbrouck Heights NJ 07604

City, State, Zip

Daniel Ficca

Signature of Authorized Representative

08/12/2022

Date



Acceptance of Solicitation & Contract

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

PART I: RESPONDENT

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

Business Name	<u>Flaghouse Inc</u>	Date	<u>08/12/2022</u>
Address	<u>601 Rt 46 West</u>	City, State Zip	<u>Hasbrouck Heights NJ 07604</u>
Contact Person	<u>Daniel Ficca</u>	Title	<u>Contract Manager</u>
Authorized Signature	<u><i>Daniel Ficca</i></u>	Title	<u>Contract Manager</u>
Email	<u>dficca@flaghouse.com</u>	Phone	<u>800-265-6900 ext 4765</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2024 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency _____

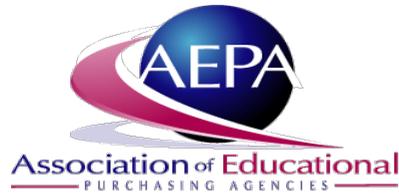
Authorized Representative _____

Awarded this	day of	Contract Number
Contract to commence	<u>3/1/2023</u>	Or
(Member Agency to select)		

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
	Bid Bond – if Required, see Part B if applicable.	Upload PDF copy. The original must be received by Lakes Country Service Cooperative by due date and time.	Send to Lakes Country Service Cooperative.
	Part C – State-Specific Forms – <i>Name of Responding Company</i>	Single, Scanned PDF	New Jersey Only Requirement. Signatures Required.
	Part D - Questionnaire – <i>Name of Responding Company</i> Includes: <ul style="list-style-type: none"> • Company Information • Service Questionnaire • Exceptions • Deviations 	Single, Scanned PDF	Required.
	Part E – Signature Forms – <i>Name of Responding Company</i> Includes: <ul style="list-style-type: none"> • Uniform Guidance “EDGAR” Certification • Bid Affidavit • Acceptance of Bid & Contract Award 	Single, Scanned PDF	Required. Signatures required.
	Part F – Pricing Schedule – <i>Name of Responding Company</i>	Excel Workbook	Required.
	Price List and/or Catalog – <i>Name of Responding Company</i>	Upload PDF	Required.
	Exhibit A – Marketing Plan – <i>Name of Responding Company</i>	Scanned PDF	Optional. Form not provided by AEPA, Respondent Created



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

AEPA #023-D School & Instructional Supplies

Bidding Company Name:

Flaghouse Inc

Name of Catalog:

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

Special Needs

Note: Groupings to be defined by Bidder and can be by sub-category, manufacturer, etc.

Part F.1 is a REQUIRED FORM

No.	Grouping of Discount	Discount Offered for This Grouping	Comments
1	SENSORY SOLUTIONS	0-15%	15% Vestibular, Proprioception, Tactile, Vibration, Adapted Auditory, Auditory With Movement, Auditory, Visual, Aroma, Kits. 0% Vibrosound
2	SNOEZELEN	0%	Snoezelen is not discountable.
3	MOTOR SKILLS & REHAB	0-15%	15% Fine Motor & Cognitive, Fine Motor & ADL, Fine Motor & Writing, Fine Motor & Manipulation, Gross Motor, Balance, Strengthening. 10% Therapy Mats, Resistance. 8% Climbing. 5% Exercise
4	SOCIAL & COMMUNICATION SKILLS	15%	Categories include Life & Social Skills, Speech & Language, Communication, Hardware, Adapted Learning, Ability Switches.
5	POSITIONING & MOBILITY	0-15%	15% Casual Seating, Flexible & Active Seating. 10% Benches, Adjustable & Adapted Seating, Crawling & Standing, Standing, Standing & Gait Trainers, Walkers, Transport, Adapted Mobility
6	DAILY LIVING	0-10%	10% Feeding, Helmets, Bathing, Toileting, Changing Tables, Accessories. 0% Air Purifiers
7	CLINICAL & ACCESSIBLE	10%	Clinical Furniture
8	RECREATION	0-15%	15% Memory Care, Activities, Games, Adapted Sports. 0% Ride ons, Accessible Playgrounds
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EXHIBIT A – Marketing Plan

FlagHouse - Part D Questionnaire

Cooperative Marketing. Describe ways in which your company will collaborate with AEPA Member Agencies in marketing the resulting contract. Submit any supplemental materials as PDFs and title it Exhibit B – Marketing Plan.

- Process on how the contract will be launched to current and potential agencies.
- The ability to produce and maintain in full color print advertisements in camera-ready electronic format, or electronic advertisements, including company logos and contact information.
- Anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract.

How the contract award will be displayed/linked on the Respondent's website

1. How will contract will be launched to current and potential agencies

FlagHouse will collaborate with the Member Agencies to jointly plan and implement multi-channel sales and marketing strategies to maximize awareness of our Awarded Vendor status with AEPA and engage directly with AEPA members. Our plans to promote the AEPA contract include:

- Targeted messaging campaigns via email, internet search advertising and/or direct mail to public entities among our current customers and to prospects.
- Messaging on FlagHouse catalogs and social media channels to drive inquiries to our sales team and the www.Flaghouse.com website.
- Develop an AEPA-specific sell sheet with each Member Agency's logo and contact information for use by the Member Agencies and our sales representatives to market within each state. FlagHouse will designate and assign
- Our website will feature the AEPA information, product specifications, and the contract discount pricing.
- Promotion of the AEPA contract in virtual trade show conferences we sponsor, and at in-person conferences when we can exhibit again.
- Provide FlagHouse company description and navigation link for AEPA Member Agencies to feature on their websites, to take public entities to the shopping portal where they will receive the bid pricing, including additional volume discounts.

2. Explain 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.

FlagHouse has a 7-person in-house marketing team, plus external marketing support and consultants, to manage print and digital catalog and other advertising production, graphic design, web design, e-

commerce, internet advertising, search engine optimization, social media content and presence, trade show marketing, videography, and analytics.

3. How will the contract award be displayed/linked on the Bidder's website

- We will have a dedicated, co-branded landing page and shopping portal on our website.
- We will include the AEPA logo and link to the landing page on a contracts page within our website.



Enriching lives. Delivering solutions.™

AEPA 023-D

School & Instructional Supplies

FLAGHOUSE Proposal Overview

Proposal Details:

- For category items bid on AEPA 023-D there is a *FlagHouse Special Needs* catalog discount of 5-15% as noted. 16% parcel shipping will be added to invoice.
- Orders of 99.00 will have a flat rate of 10.00 shipping (non truck items)
- For “TRUCK” items, 16% plus \$75 for total order will be added to invoice (lift-gate service, inside or residential delivery may require additional charges).
- TRUCK FREIGHT QUOTE items will require actual freight charges be quoted to the agency then after approval added to the invoice.
- Cannot be combined with any other offer or special pricing.

Discount Exceptions:

Discount not applicable to CATCH®, Project Adventure®, AAASP®, Snoezelen®, Fit & Fun™ and AngelSense® branded products.

Discount also not applicable on the following product types – playground & park/site amenities, lockers, free weights and weight equipment, sex education kits, air purifiers, Covid/PPE items and Exergame/interactive technology products.

Standard shipping and handling charges apply to items that are excluded from the catalog discount proposal.



800.793.7900 | www.flaghouse.com

601 FlagHouse Drive, Hasbrouck Heights, New Jersey 07604, USA

**Affirmative Action Program for
Minorities and Women**

FlagHouse Inc.
Hasbrouck Heights, NJ

**Affirmative Action Program
for
Minorities and Women**

**June 1, 2020 through May 31, 2021
Plan Year**

CONFIDENTIAL, TRADE SECRET, and PRIVATE MATERIAL

This Affirmative Action Plan contains confidential, trade secret, commercial, and private information of FlagHouse which is protected from disclosure by the Office of Federal Contract Compliance Programs pursuant to the Trade Secrets Act, 18 U.S.C. § 1905. The release of this information could cause substantial harm to FlagHouse or its employees within the meaning of the Freedom of Information Act ("FOIA"), 5 U.S.C. §§ 552 (b)(3), (4), (6), and (7) and the Trade Secrets Act. FOIA protects information in this document from mandatory disclosure to FOIA requestors. See, e.g., *Chrysler v. Brown*, 441 U.S. 281 (1979). Furthermore, release of any trade secret, confidential statistical, or commercial information would be arbitrary and capricious in violation of the Administrative Procedure Act. See, e.g., *CNA Financial Corp. v. Donovan*, 830 F.2d 1132, 1144 (D.C. Cir.), cert. denied, 485 U.S. 977 (1988).

FlagHouse Inc.
Hasbrouck Heights, NJ

**AFFIRMATIVE ACTION PROGRAM
FOR
MINORITIES AND WOMEN**

**June 1, 2020 through May 31, 2021
Plan Year**

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Introduction

FlagHouse Inc. (FlagHouse) has prepared this Affirmative Action Program (AAP) for the period of June 1, 2020 through May 31, 2021, reaffirming its commitment to the letter and spirit of affirmative action law, including those administered by the U. S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP). Through the implementation of this AAP, FlagHouse continues its efforts to comply with appropriate government regulations and to make the best possible use of personnel while contributing to the betterment of society and the community.

In developing this AAP FlagHouse recognizes its duty to ensure equal employment opportunity. The following statement of policy reinforces that belief.

Reaffirming Commitment to Equal Employment Opportunity

In setting forth this AAP FlagHouse reaffirms its belief in equal employment opportunity for all employees and applicants for employment in all terms and conditions of employment.

George Carmel, President of FlagHouse, designated Donna Luongo as the Equal Employment Opportunity Administrator (EEO Administrator). Donna Luongo oversees the AAP development, modification, implementation, and reporting requirements and conducts management updates. The EEO Administrator also analyzes FlagHouse's selection process to further the principles of equal employment opportunity.

As part of FlagHouse's commitment to this overall process, it will seek to ensure affirmative action to provide equality of opportunity in all aspects of employment, and that all personnel activities, such as the recruitment, selection, training, compensation, benefits, discipline, promotion, transfer, layoff, and termination processes remain free of illegal discrimination and harassment based upon race, color, religion, sex, sexual orientation, gender identity, and national origin. Regular review by FlagHouse, as described in this AAP, helps ensure compliance with this policy.

Internal Dissemination of EEO Policy

41 C.F.R. § 60-1.42

FlagHouse posts copies of the equal employment opportunity notices that comply with 41 C.F.R. § 60-1.42(a) in conspicuous places (including, where applicable, electronic websites) available to employees, applicants for employment, and (if applicable) representatives of each labor union or other organization representing its employees with which FlagHouse has a collective-bargaining agreement or other contract or understanding. The following exemplify the methods and locations FlagHouse may use in its ongoing efforts to ensure continuing dissemination of its policy and AAP, although FlagHouse may not always use each or any of the below methods, and it may use other methods not listed below:

1. Internal employee manuals contain the policy statement.
2. The policy statement is posted on bulletin boards accessible to employees.
3. FlagHouse references the policy and progress in its annual report, newspaper, magazine, and other publications.
4. Orientation meetings for new employees and in-house employment-related training include references to FlagHouse's policy.
5. FlagHouse publications, if any, including those with photographs, generally feature individuals of diverse gender, race, color, and national origin, where feasible.
6. Pertinent portions of FlagHouse's Affirmative Action Program are available during regular business hours for inspection by employees and applicants for employment.

External Dissemination of EEO Policy

41 C.F.R. § 60-1.41; 41 C.F.R. § 60-1.5

1. In solicitations or advertisements for employees placed by or on its behalf, FlagHouse complies with at least one of the following methods regarding the dissemination of its equal employment opportunity clause:
 - a. FlagHouse states expressly in the solicitations or advertising that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. 41 C.F.R. § 1.41(a).
 - b. FlagHouse uses a single advertisement, and the advertisement is grouped with other advertisements under a caption which clearly states that all employers in the group assure all qualified applicants equal consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. 41 C.F.R. § 1.41(c).

- c. FlagHouse uses a single advertisement in which appears in clearly-distinguishable type the phrase “an equal employment opportunity employer.” 41 C.F.R. § 1.41(d). When pictures are included in these media, where feasible, efforts will be made to include pictures of individuals of diverse gender, race, and national origin.
2. The following exemplify the methods and locations FlagHouse may use in its ongoing efforts to ensure continuing dissemination of its policy and AAP, although FlagHouse may not always use all of the below methods, and it may use other methods not listed below:
 - a. FlagHouse notifies subcontractors, suppliers, and vendors of the policy about both its obligations to equal employment opportunity and about FlagHouse’s AAP.
 - b. FlagHouse advises recruitment sources, minority and female organizations, community agencies, and colleges of its commitment to this policy and AAP. FlagHouse informs these sources that job applicants will be treated fairly without regard to their race, color, religion, sex, sexual orientation, gender identity, and national origin.
 - c. FlagHouse communicates with the state employment security office regarding its commitment to the policy.
3. In addition, FlagHouse incorporates by reference the equal employment opportunity and affirmative action clauses into each of its covered federal contracts and subcontracts, including federal agency bills of lading, transportation requests, and such other covered contracts and covered subcontracts as required by law, purchase orders, lease agreements, Government contracts, and other covered contracts (and modifications thereof if not included in the original contract) in accordance with 41. C.F.R. § 60-1.4 (a) – (c) (unless exempted under 41 C.F.R. § 60-1.5).

Establishment of Responsibility for Implementation of the AAP

41 C.F.R. § 60-2.17(a)

A. Identification and Responsibilities of EEO Administrator

Overall responsibility for FlagHouse's AAP rests with the EEO Administrator, Donna Luongo. Donna Luongo ensures the AAP complies with all applicable laws, orders, and regulations, including but not limited to Executive Orders 11246, 13496, and their progeny. Specifically, Donna Luongo or the designated representative's duties include:

1. Developing, maintaining, and modifying, where appropriate, FlagHouse's AAP to ensure compliance with the EEO/AA law.
2. Developing and modifying, where appropriate procedures for effectively communicating the AAP and its elements both internally and externally.
3. Advising management on EEO/AA progress, reporting potential EEO/AA problem areas, and assisting management in finding equitable solutions, where feasible, to any identifiable EEO/AA problem areas.
4. Evaluating the effectiveness of FlagHouse's AAP on a regular basis and reporting to management.
5. Designing, implementing, and overseeing audit and reporting systems that periodically measure the effectiveness of the total affirmative action program. 41 C.F.R. § 2.17 (d)(1)-(4), identifying need for remedial action, and determining the degree to which objectives have been achieved.
6. Acting as Company representative and liaison with any government agencies regarding this AAP.
7. Monitoring Company policies and procedures with regard to terms and conditions of employment to attempt to ensure compliance with affirmative action obligations.
8. Auditing the content of FlagHouse's bulletin board and electronic policies, as appropriate, to ensure compliance information is posted and up to date.
9. Keeping management up to date on the latest developments in the areas of EEO and affirmative action.
10. Serving as a liaison between FlagHouse and organizations, such as minority organizations and women's organizations.
11. When necessary, developing sales and management training programs to increase protected-group participation.
12. Assisting in the investigation, handling, and disposition of employee harassment and discrimination complaints.

13. Discussing EEO/AA policies with all personnel, including management, to ensure FlagHouse's policies and the need for their support are understood at all levels.
14. Reviewing FlagHouse's AAP for qualified women and minorities with all managers and supervisors to ensure the policy is understood and followed in all personnel actions.
15. Conducting periodic reviews of offices to ensure compliance in the areas of proper display of posters and notices, comparable facilities for both sexes, and opportunity for participation in Company-sponsored recreational, educational, and social activities.
16. Auditing training programs, hiring, and promotion patterns.

B. Management Responsibilities

Line and upper management share responsibility for the AAP, including but not limited to the following:

1. Assisting in auditing AAP progress, including identifying problem areas, formulating solutions, establishing appropriate goals, and developing necessary training programs.
2. Reviewing the qualifications of applicants and employees to ensure qualified individuals are treated in a nondiscriminatory manner in hiring, promotion, transfers, and termination actions.
3. Making available career counseling, when appropriate.
4. Reviewing the job performance of each employee to assess whether personnel actions are justified based on the employee and his or her duties.
5. Reviewing position descriptions of the jobs in the manager's area or department to see that they adequately reflect the job to be performed.
6. Assisting subordinates and upper management in the prevention of harassment.

Identification of Areas for Discussion

41 C.F.R. § 60-2.17(b)

FlagHouse's commitment to fully implement this policy and AAP include periodic reviews of its total employment process to determine whether and where impediments to equal employment opportunity exist. These reviews include:

1. The workforce by organizational unit and job group of minority or female utilization and distribution;
2. Personnel activity to determine whether there are selection disparities;
3. Compensation systems to determine if there are gender-, race-, or ethnicity-based disparities;
4. Selection, recruitment, referral, and other personnel procedures to determine whether they result in employment or placement disparities of minorities or women; and,
5. Any other areas that might impact the success of the affirmative action program. 41 C.F.R. § 2.17 (b)(1)-(5), including, for example, FlagHouse's review of:
 - a. The workforce composition by race and sex to compare it to the availability of these groups;
 - b. FlagHouse's applicant flow compared to the availability for the protected groups;
 - c. A comparison of hires to applicants pertaining to minorities and women;
 - d. Selection forms, such as applications for employment, to ensure they comply with federal and state employment laws;
 - e. Processes to ensure there are no artificially-created barriers or restrictive seniority provisions; and,
 - f. Training opportunities to ensure they are available to minorities and women.

Identification of problem areas are discussed in the next section titled Narrative Discussion of Goals.

Narrative Discussion of Goals

The Hasbrouck Heights, NJ plan has 55 employees, including 30 minorities and 35 females. There were no goals for minorities and/or women in this plan.

- 1.1 - Executives/Sr Level Mgmt - This group consists of 2 employees, of whom none are minorities and none are females. There is no need to set a placement goal at this time for minorities or females.
- 1.2 - First/Mid-Level Mgmt - This group consists of 3 employees, of whom none are minorities and 1 is a female. There is no need to set a placement goal at this time for minorities or females.
- 2 - Professionals - This group consists of 7 employees, of whom 3 are minorities and 5 are females. There is no need to set a placement goal at this time for minorities or females.
- 4 - Sales Workers - This group consists of 8 employees, of whom 2 are minorities and 5 are females. There is no need to set a placement goal at this time for minorities or females.
- 5 - Administrative Support - This group consists of 17 employees, of whom 9 are minorities and 16 are females. There is no need to set a placement goal at this time for minorities or females.
- 8 - Laborers and Helpers - This group consists of 18 employees, of whom 16 are minorities and 8 are females. There is no need to set a placement goal at this time for minorities or females.

FlagHouse will use alternate recruitment sources, when necessary, to attract more qualified external applicants. In those instances where statistical disparities are indicated, FlagHouse will take action as outlined in the Action-Oriented Programs Section to monitor and eliminate any problem areas, as well as other similar actions.

Development and Execution of Action-Oriented Programs

41 C.F.R. § 60-2.17(c)

FlagHouse has instituted action-oriented programs designed to eliminate any problem areas, should they exist, in accordance with § 60-2.17(b), and to help achieve specific affirmative action goals. FlagHouse will make good-faith efforts to remove identified barriers, expand employment opportunities, and produce measurable results. These programs may include items such as:

1. Conducting periodic reviews of job descriptions attempting to ensure they accurately reflect job-related duties and responsibilities.
2. Reviewing job qualifications by department and job title for job-relatedness, and using job performance criteria.
3. Making job descriptions and qualifications available to recruiting sources and to all members of management involved in the recruiting, screening, selection, and promotion processes.
4. Making good-faith efforts to select the most qualified candidates. Accordingly, FlagHouse evaluates its total selection process to ensure selections are made in a nondiscriminatory manner through:
 - a. Annual reviews of job applications and other pre-employment forms to ensure information requested is job-related;
 - b. Annual evaluations of selection methods that may result in statistical disparities to ensure they are non-discriminatory;
 - c. Annual provisions of assistance, such as training and guidance on proper interviewing techniques and EEO training, to employees, management, and supervisory staff, including, but not limited to, those who are involved in the recruitment, selection, discipline, and other related processes, so that personnel actions are made in a nondiscriminatory manner; and
 - d. Annual review of selection techniques and employment standards.
5. FlagHouse employs appropriate methods to attempt to improve recruitment and increase the flow of qualified minorities and women applicants in its recruiting process, including a number of the following actions:
 - a. Disseminating information on job opportunities to organizations representing minorities, women, and employment development agencies when job opportunities occur;
 - b. Encouraging all employees to refer qualified applicants;
 - c. Actively recruiting in colleges and universities with predominantly minority or female enrollments where underutilization exists in such areas, and

- d. Requesting employment agencies to refer qualified minorities and women.
 - e. Whenever feasible and appropriate, FlagHouse participates in job fairs, career days, youth-motivation programs, and other programs that foster exposure for qualified minorities and women.
 - f. FlagHouse encourages all employees to participate in Company-sponsored activities and programs.
 - g. FlagHouse utilizes various community organizations and schools as referral sources.
6. FlagHouse reviews promotion criteria and procedures so that job qualifications form the basis for the promotional decisions. FlagHouse monitors promotion rates for minorities and women and, when necessary, may employ one or more of the following procedures:
- a. Providing job training, job-related courses, or certificate programs.
 - b. Reviewing work specifications and job qualifications to ensure job-relatedness.
 - c. Conducting career counseling, where appropriate, during performance evaluations.
 - d. Informing employees about educational programs and other opportunities available to improve their employment prospects.
 - e. Reviewing Company-sponsored social and recreational activities to ensure non-discriminatory participation and availability.
 - f. Ensuring that all employees are given equal opportunity for promotion. This is achieved by:
 - 1. Generally posting or otherwise announcing promotional opportunities.
 - 2. Offering counseling to assist employees in identifying promotional opportunities, training and educational programs to enhance promotions and opportunities for job rotation or transfer; and
 - 3. Evaluating job requirements for promotion.

Internal Audit and Reporting System

41 C.F.R. § 60-2.17(d)

- 1. Donna Luongo, FlagHouse's EEO Administrator, maintains an internal audit system to attempt to oversee FlagHouse's Affirmative Action Program and assess progress. The EEO Administrator is responsible for ensuring that the formal AAP documents are developed and prepared and for

the effective AAP implementation; however, responsibility is likewise vested with each department manager and supervisor, depending upon the specific responsibility. The audit system is designed and implemented to measure the effectiveness of the total affirmative action program [41 C.F.R. § 2.17 (d)(1)-(4)], including:

- a. Monitoring records of all personnel activity, including referrals, placements, transfers, promotions, terminations, and compensation at all levels, to ensure the nondiscriminatory policy is carried out,
 - b. Requiring internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained,
 - c. Reviewing reports at all levels of management; and
 - d. Advising top management of the program's effectiveness and submitting recommendations to improve unsatisfactory performance. 41 C.F.R. § 2.17 (d)(1)-(4).
2. FlagHouse reviews various employment decisions, such as job referrals, hiring decisions, transfers, promotions, and terminations. FlagHouse maintains summary data where necessary and feasible, and conducts regular reviews at least annually.
 3. There is no "de facto" (in practice without being officially established) segregation. Further, FlagHouse ensures that facilities, as broadly defined in 41 C.F.R. § 60-1.8, provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result, provided that separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to ensure privacy between the sexes.
 4. FlagHouse complies with required records retention provisions set forth in 41 C.F.R. §60-1.12 and elsewhere in the applicable OFCCP regulations, and maintains a) employment applications (generally for two years); b) summary data of applicant flow by identifying, at least, total applicants, total minority applicants, and total female applicants, where necessary and feasible, and conducts regular reviews at least annually; c) applicant flow showing the name, race, sex, date of application, job title, interview status, and the action taken for all individuals applying for job opportunities, and the relevant applicant/hire decisions; d) summary data of external job offers and hires, promotions, resignations, terminations, and layoffs by job group and by sex and minority group identification; and e) records pertaining to its compensation system.
 5. Provide needed reports to managers and supervisors regarding the results of the audit as well as FlagHouse's overall progress in the area of EEO/AA. Any recommended actions should be made as well. Reports shall be made to senior management on at least an annual basis.

Guidelines for Prevention of Sex Discrimination
41 C.F.R. § 60-20.1 et seq.

FlagHouse supports the promotion and ensuring of equal employment opportunity of its employees and applicants without regard to sex, and endorses and complies with the following policy statements:

1. FlagHouse does not discriminate against any employee or applicant for employment because of sex. The term sex includes, but is not limited to, pregnancy, childbirth, or related medical conditions; gender identity; transgender status; and sex stereotyping. 41 C.F.R. §60-20.2(a).
2. FlagHouse maintains gender-neutral personnel policies that expressly indicate that there shall be no unlawful discrimination against employees based on sex. Unless sex is a bona fide occupational qualification reasonably necessary to the normal operation of business, FlagHouse will not make any distinction based on sex in recruitment, hiring, firing, promotion, compensation, hours, job assignments, training, benefits, or other terms, conditions, or privileges of employment. The terms and conditions of any written collective bargaining agreements shall not be inconsistent with these guidelines. 41 C.F.R. §60-20.2(b).
3. FlagHouse will not make any distinction between married and unmarried persons of one sex that is not made between married and unmarried persons of the opposite sex; or deny employment to women with children unless it has the same exclusionary policies for men; or steer women into lower-paying or less desirable jobs on the basis of sex; or impose any differences in retirement age or other terms, conditions, or privileges of retirement on the basis of sex. 41 C.F.R. § 60.20.2(b).
4. FlagHouse does not maintain seniority lines and lists on the basis of sex. 41 C.F.R. § 60-20.2(b).
5. FlagHouse's employment advertisements do not express a sex preference nor does FlagHouse place advertisements in columns designated "males" or "females", unless sex is a bona fide occupational qualification reasonably necessary to the normal operation of business. 41 C.F.R. §60-20.2(b).
6. All employees at FlagHouse shall have an equal opportunity to any available job that he or she is qualified to perform, unless sex is a bona fide occupational qualification. 41 C.F.R. §60-20.2(b).
7. FlagHouse will not deny transgender employees access to the restrooms or similar facilities designated for use by the gender with which they identify. 41 C.F.R. §60-20.2(b).
8. FlagHouse will not treat employees or applicants adversely because they have received or are planning to receive transition-related medical services designed to facilitate the adoption of a sex or gender other than the individual's designated sex at birth. 41 C.F.R. §60-20.2(b).
9. FlagHouse does not hire or employ employees on the basis of sex unless sex is a bona fide occupational qualification reasonably necessary to the normal operation of business. 41 C.F.R. §60-20.3.
10. FlagHouse does not engage in any employment practice that discriminates in wages, benefits, or any other forms of compensation, or denies access to earnings opportunities, because of sex. 41 C.F.R §60-20.4.

11. All employees of FlagHouse have equal opportunity to obtain regular and/or overtime hours, commissions, pay increases, incentive compensation, or any other additions to regular earnings. 41 C.F.R §60-20.4.
12. FlagHouse's wage schedules are not related to or based on sex, but rather are based on job relatedness and are consistent with business necessity. 41 C.F.R §60-20.4.
13. FlagHouse does not discriminate on the basis of pregnancy, childbirth, or related medical conditions, including childbearing capacity. 41 C.F.R. § 60-20.5.
14. Any fringe benefits, which include but are not limited to medical, hospital, accident, life insurance and retirement benefits; profit-sharing and bonus plans; leave, etc. that are offered by FlagHouse, are not based on sex. 41 C.F.R. § 60-20.6.
15. FlagHouse does not make employment decisions on the basis of sex-based stereotypes, such as stereotypes about how males and/or females are expected to look, speak, or act. 41 C.F.R. § 60-20.7.
16. FlagHouse has a no tolerance policy regarding harassment and hostile work environments. Harassment on the basis of sex includes unwelcome sexual advances, requests for sexual favors, offensive remarks about a person's sex, and other verbal or physical conduct of a sexual nature. Harassment because of sex includes sexual harassment (including sexual harassment based on gender identity or transgender status); harassment based on pregnancy, childbirth, or related medical conditions; and harassment that is not sexual in nature but that is because of sex or sex-based stereotypes. 41 C.F.R. § 60-20.8.
17. When appropriate, FlagHouse makes affirmative efforts to increase the number and percentage of women in the workforce, including, but not limited to the following:
 - a. FlagHouse recruits women and encourages existing women employees to apply for positions historically labeled by society as "traditionally male".
 - b. FlagHouse guarantees equal, gender-neutral access to training and tuition reimbursement programs, including management training and other types of workplace training programs.
 - c. FlagHouse informs management of its affirmative action responsibilities.

Policy with Respect to Religion/National Origin

41 C.F.R. § 60-50.1 et seq.

Pursuant to the guidelines prohibiting discrimination on the basis of religion and/or national origin, 41 C.F.R. § 60-50.1, et seq., FlagHouse hereby reaffirms that it does not discriminate against employees, or applicants for employment, because of religion or national origin. FlagHouse takes affirmative action to seek to ensure that employees or applicants for employment are treated without regard to their religion or national origin in all aspects of the terms and conditions of employment, such as upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay (or other forms of compensation), and selection for training.

FlagHouse has reviewed its employment practices and determined that its employees, including those who belong to religious or ethnic groups, have received fair consideration for job opportunities. Based upon its review, and depending upon the circumstances, FlagHouse will undertake appropriate actions, which may include one or more of the following activities:

1. Issuing a policy directive to employees reaffirming FlagHouse's obligation to provide equal employment opportunity without regard to religion or national origin. This policy will be communicated in such a manner as to foster understanding, acceptance, and support among executives, managers, supervisors, and other employees, and to encourage such persons to take the necessary action to aid FlagHouse in meeting its obligations.
2. Developing internal procedures to ensure FlagHouse's obligation to provide equal employment opportunity, without regard to religion or national origin, is fully implemented. Specifically, employment activities are reviewed by the EEO Administrator.
3. Informing management annually of its commitment to equal employment opportunity, without regard to religion or national origin.
4. Enlisting the assistance and support of recruitment sources for this commitment.

FlagHouse acknowledges its responsibility to make reasonable accommodations for the religious observances and practices of its existing or prospective employees under the terms of Title VII of the Civil Rights Act of 1964. An accommodation for religious purposes will be denied should FlagHouse determine that the company would have to suffer undue hardship. During this accommodation evaluation, the following factors will continue to be considered by FlagHouse:

1. Business necessity;
2. Financial costs and expenses; and
3. Resulting personnel problems.

Organizational Profile

Contractors and subcontractors are required to include in their AAPs an organizational profile of their workforce using either a “workforce analysis” or “organizational display” that provides detailed data reflecting staffing patterns within the establishment. 41 C.F.R. § 60-2.11. An organizational profile shows the staffing pattern within a contractor’s establishment. This profile assists an employer in identifying where, in the workforce of its site which is the subject of this AAP, women or minorities are underrepresented or concentrated. A workforce analysis is used in this AAP, which lists each job title from the lowest paid to the highest paid within each department or similar organizational unit.

Workforce Analysis

FlagHouse Inc.

Plan Date: 06/01/2020

Hasbrouck Heights, NJ

052120

Lines of Progression: NO

Title	EEO	Salary	Total	Male	Female	White	Black	Hispanic	Asian	Native Hawaiian	Indian	Two or More	Minority
Marketing and Communications Associate	5	01	1	0	0	0	0	0	0	0	0	0	1
				1	0	1	0	0	0	0	0		
Marketing Assistant	5	02	2	0	0	0	0	0	0	0	0	0	1
				2	1	0	1	0	0	0	0		
Marketing Associate	5	02	1	0	0	0	0	0	0	0	0	0	1
				1	0	0	1	0	0	0	0		
Web Designer	2	02	1	0	0	0	0	0	0	0	0	0	1
				1	0	0	0	1	0	0	0		
Brand Manager	2	03	1	0	0	0	0	0	0	0	0	0	0
				1	1	0	0	0	0	0	0		
Senior Brand Manager	2	04	1	0	0	0	0	0	0	0	0	0	0
				1	1	0	0	0	0	0	0		
Summary of 052120			7	0	0	0	0	0	0	0	0	0	4
				7	3	1	2	1	0	0	0		

Workforce Analysis

FlagHouse Inc.

Plan Date: 06/01/2020

Hasbrouck Heights, NJ

052310

Lines of Progression: NO

Title	EEO	Salary	Total									Minority	
				Male Female	White	Black	Hispanic	Asian	Native Hawaiian	Indian	Two or More		
sales helper	5	01	1	0	0	0	0	0	0	0	0	0	0
				1	1	0	0	0	0	0	0		
Accounts Payable Specialist	5	01	1	0	0	0	0	0	0	0	0	0	1
				1	0	0	1	0	0	0	0		
Accounts Payable Specialist, Sr	5	03	1	0	0	0	0	0	0	0	0	0	1
				1	0	0	1	0	0	0	0		
Summary of 052310			3	0	0	0	0	0	0	0	0	0	2
				3	1	0	2	0	0	0	0		

Workforce Analysis

FlagHouse Inc.

Plan Date: 06/01/2020

Hasbrouck Heights, NJ

052340												
Lines of Progression: NO												
Title	EEO	Salary	Total	Male Female	White	Black	Hispanic	Asian	Native Hawaiian	Indian	Two or More	Minority
Accounts Receivable Clerk	5	01	3	0	0	0	0	0	0	0	0	2
				3	1	1	1	0	0	0	0	
A/R Associate	5	02	1	0	0	0	0	0	0	0	0	0
				1	1	0	0	0	0	0	0	
Summary of 052340			4	0	0	0	0	0	0	0	0	2
				4	2	1	1	0	0	0	0	

Workforce Analysis

FlagHouse Inc.

Plan Date: 06/01/2020

Hasbrouck Heights, NJ

052361

Lines of Progression: NO

Title	EEO	Salary	Total	Male	Female	White	Black	Hispanic	Asian	Native Hawaiian	Indian	Two or More	Minority
Staff Accountant	5	01	1	0	0	0	0	0	0	0	0	0	0
				1	1	0	0	0	0	0	0		
Assistant Controller	5	04	1	0	0	0	0	0	0	0	0	0	0
				1	1	0	0	0	0	0	0		
Controller	1.2	06	1	0	0	0	0	0	0	0	0	0	0
				1	1	0	0	0	0	0	0		
Summary of 052361			3	0	0	0	0	0	0	0	0	0	0
				3	3	0	0	0	0	0	0	0	

Workforce Analysis

FlagHouse Inc.

Plan Date: 06/01/2020

Hasbrouck Heights, NJ

052400

Lines of Progression: NO

Title	EEO	Salary	Total	Male	Female	White	Black	Hispanic	Asian	Native Hawaiian	Indian	Two or More	Minority
Purchasing Assistant	5	01	1	0	0	0	0	0	0	0	0	0	0
				1	1	0	0	0	0	0	0		
Purchasing	5	02	1	0	0	0	0	0	0	0	0	0	0
				1	1	0	0	0	0	0	0		
Buyer / Purchaser	2	02	1	0	0	0	0	0	0	0	0	0	0
				1	1	0	0	0	0	0	0		
Buyer	2	02	1	0	0	0	0	0	0	0	0	0	1
				1	0	0	0	1	0	0	0		
Purchasing Manager	1.2	05	1	1	1	0	0	0	0	0	0	0	0
				0	0	0	0	0	0	0	0		
Summary of 052400			5	1	1	0	0	0	0	0	0	0	1
				4	3	0	0	1	0	0	0		

Workforce Analysis

FlagHouse Inc.

Plan Date: 06/01/2020

Hasbrouck Heights, NJ

052700

Lines of Progression: NO

Title	EEO	Salary	Total	Male Female	White	Black	Hispanic	Asian	Native Hawaiian	Indian	Two or More	Minority
IT Systems Administrator/Analyst	2	02	1	1	0	1	0	0	0	0	0	1
				0	0	0	0	0	0	0		
Information Technology Manager	1.2	04	1	1	1	0	0	0	0	0	0	0
				0	0	0	0	0	0	0		
Summary of 052700			2	2	1	1	0	0	0	0	0	1
				0	0	0	0	0	0	0		

Workforce Analysis

FlagHouse Inc.

Plan Date: 06/01/2020

Hasbrouck Heights, NJ

052900

Lines of Progression: NO

Title	EEO	Salary	Total	Male	Female	White	Black	Hispanic	Asian	Native Hawaiian	Indian	Two or More	Minority
Warehouse Clerk	8	01	1	1	0	0	0	1	0	0	0	0	1
				0	0	0	0	0	0	0	0		
Picker	8	01	1	0	0	0	0	0	0	0	0	0	0
				1	1	0	0	0	0	0	0		
DC Pick Pack	8	01	2	0	0	0	0	0	0	0	0	0	2
				2	0	0	2	0	0	0	0		
DC Warehouse Worker	8	01	9	6	1	2	3	0	0	0	0	0	8
				3	0	0	3	0	0	0	0		
Prep Team	8	01	1	1	0	0	0	1	0	0	0	0	1
				0	0	0	0	0	0	0	0		
Warehouse	8	01	2	2	0	1	1	0	0	0	0	0	2
				0	0	0	0	0	0	0	0		
Distribution Center Associate	8	02	1	0	0	0	0	0	0	0	0	0	1
				1	0	0	1	0	0	0	0		
DC Supervisor	8	02	1	0	0	0	0	0	0	0	0	0	1
				1	0	0	1	0	0	0	0		
Distribution Center Manager	2	04	1	1	1	0	0	0	0	0	0	0	0
				0	0	0	0	0	0	0	0		
Summary of 052900			19	11	2	3	6	0	0	0	0	0	16
				8	1	0	7	0	0	0	0		

Workforce Analysis

FlagHouse Inc.

Plan Date: 06/01/2020

Hasbrouck Heights, NJ

053000													
Lines of Progression: NO													
Title	EEO	Salary	Total	Male Female	White	Black	Hispanic	Asian	Native Hawaiian	Indian	Two or More	Minority	
Customer Service/Inbound Sales Representative	4	01	2	1	0	0	1	0	0	0	0	2	
				1	0	1	0	0	0	0	0		
Summary of 053000			2	1	0	0	1	0	0	0	0	2	
				1	0	1	0	0	0	0	0		

Workforce Analysis

FlagHouse Inc.

Plan Date: 06/01/2020

Hasbrouck Heights, NJ

053200

Lines of Progression: NO

Title	EEO	Salary	Total	Male Female	White	Black	Hispanic	Asian	Native Hawaiian	Indian	Two or More	Minority
Inbound Customer Service Associate	5	02	1	0	0	0	0	0	0	0	0	1
				1	0	0	0	0	0	0	1	
CATCH Sales Supervisor	4	05	1	0	0	0	0	0	0	0	0	0
				1	1	0	0	0	0	0	0	
Summary of 053200			2	0	0	0	0	0	0	0	0	1
				2	1	0	0	0	0	0	1	

Workforce Analysis

FlagHouse Inc.

Plan Date: 06/01/2020

Hasbrouck Heights, NJ

053500

Lines of Progression: NO

Title	EEO	Salary	Total	Male	Female	White	Black	Hispanic	Asian	Native Hawaiian	Indian	Two or More	Minority
Customer Service/Sales Lead Person	5	01	1	1	0	0	1	0	0	0	0	0	1
				0	0	0	0	0	0	0	0		
Outbound Sales Representative	4	02	1	0	0	0	0	0	0	0	0	0	0
				1	1	0	0	0	0	0	0		
Summary of 053500			2	1	0	0	1	0	0	0	0	0	1
				1	1	0	0	0	0	0	0		

Workforce Analysis

FlagHouse Inc.

Plan Date: 06/01/2020

Hasbrouck Heights, NJ

053800

Lines of Progression: NO

Title	EEO	Salary	Total	Male	Female	White	Black	Hispanic	Asian	Native Hawaiian	Indian	Two or More	Minority
Inside Sales Rep	4	02	1	1	1	0	0	0	0	0	0	0	0
				0	0	0	0	0	0	0	0		
Outbound Territory Sales Representative	4	03	2	1	1	0	0	0	0	0	0	0	0
				1	1	0	0	0	0	0	0		
Outbound Territory Rep	4	03	1	0	0	0	0	0	0	0	0	0	0
				1	1	0	0	0	0	0	0		
Summary of 053800			4	2	2	0	0	0	0	0	0	0	0
				2	2	0	0	0	0	0	0	0	

Workforce Analysis

FlagHouse Inc.

Plan Date: 06/01/2020

Hasbrouck Heights, NJ

Title	Total	Male Female	White	Black	Hispanic	Asian	Native Hawaiian	Indian	Two or More	Minority
<i>Summary</i>	55	20	8	5	7	0	0	0	0	30
		35	17	3	12	2	0	0	1	

Job Group Analysis

Contractors and subcontractors are required to include in their AAPs a “job group analysis” by combining jobs at the establishment with similar content, wage rates, and opportunities to form job groups. 41 C.F.R. § 60-2.12. The job group analysis is a contractor’s first comparison of the representation of minorities and women in its workforce with the estimated availability of minorities and women to be employed. The job group is created by first sorting the various jobs at the establishment into job groups, which is a collection of jobs in an organization with similar job content (field of work and/or skill level), similar promotional opportunities, and similar compensation. The job groups then are developed to fit the unique characteristics of each organizational unit, taking into account the size, type, and complexity of the work performed. Contractors, after combining the job titles for the job group analysis, must then separately provide the percentage of minorities and the percentage of women they employ in each job group.

Job Group Analysis

FlagHouse Inc.

Plan Date: 06/01/2020

Hasbrouck Heights, NJ

<i>1.1 - Executives/Sr Level Mgmt</i>			EEO: Executives/Senior Level Officials and Managers								
Title	Salary	Total	Male Female	White	Black	Hispanic	Asian	Native Hawaiian	Indian	Two or More	Minority
COO	07	1	1	1	0	0	0	0	0	0	0
			0	0	0	0	0	0	0		
President	07	1	1	1	0	0	0	0	0	0	0
			0	0	0	0	0	0	0		
Summary of 1.1 - Executives/Sr Level Mgmt		2	2	2	0	0	0	0	0	0	0
			0	0	0	0	0	0	0		

Job Group Analysis

FlagHouse Inc.

Plan Date: 06/01/2020

Hasbrouck Heights, NJ

1.2 - First/Mid-Level Mgmt		EEO: First/Mid-Level Officials and Managers									
Title	Salary	Total	Male Female	White	Black	Hispanic	Asian	Native Hawaiian	Indian	Two or More	Minority
Information Technology Manager	04	1	1	1	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	
Purchasing Manager	05	1	1	1	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	
Controller	06	1	0	0	0	0	0	0	0	0	0
			1	1	0	0	0	0	0	0	
Summary of 1.2 - First/Mid-Level Mgmt		3	2	2	0	0	0	0	0	0	0
			1	1	0	0	0	0	0	0	

Job Group Analysis

FlagHouse Inc.

Plan Date: 06/01/2020

Hasbrouck Heights, NJ

<i>2 - Professionals</i>		EEO: Professionals									
Title	Salary	Total	Male Female	White	Black	Hispanic	Asian	Native Hawaiian	Indian	Two or More	Minority
Buyer / Purchaser	02	1	0	0	0	0	0	0	0	0	0
			1	1	0	0	0	0	0	0	0
Web Designer	02	1	0	0	0	0	0	0	0	0	1
			1	0	0	0	1	0	0	0	0
Buyer	02	1	0	0	0	0	0	0	0	0	1
			1	0	0	0	1	0	0	0	0
IT Systems Administrator/Analyst	02	1	1	0	1	0	0	0	0	0	1
			0	0	0	0	0	0	0	0	0
Brand Manager	03	1	0	0	0	0	0	0	0	0	0
			1	1	0	0	0	0	0	0	0
Distribution Center Manager	04	1	1	1	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0
Senior Brand Manager	04	1	0	0	0	0	0	0	0	0	0
			1	1	0	0	0	0	0	0	0
Summary of 2 - Professionals		7	2	1	1	0	0	0	0	0	3
			5	3	0	0	2	0	0	0	0

Job Group Analysis

FlagHouse Inc.

Plan Date: 06/01/2020

Hasbrouck Heights, NJ

4 - Sales Workers		EEO: Sales Workers									
Title	Salary	Total	Male Female	White	Black	Hispanic	Asian	Native Hawaiian	Indian	Two or More	Minority
Customer Service/Inbound Sales Representative	01	2	1	0	0	1	0	0	0	0	2
			1	0	1	0	0	0	0	0	
Outbound Sales Representative	02	1	0	0	0	0	0	0	0	0	0
			1	1	0	0	0	0	0	0	
Inside Sales Rep	02	1	1	1	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	
Outbound Territory Sales Representative	03	2	1	1	0	0	0	0	0	0	0
			1	1	0	0	0	0	0	0	
Outbound Territory Rep	03	1	0	0	0	0	0	0	0	0	0
			1	1	0	0	0	0	0	0	
CATCH Sales Supervisor	05	1	0	0	0	0	0	0	0	0	0
			1	1	0	0	0	0	0	0	
Summary of 4 - Sales Workers		8	3	2	0	1	0	0	0	0	2
			5	4	1	0	0	0	0	0	

Job Group Analysis

FlagHouse Inc.

Plan Date: 06/01/2020

Hasbrouck Heights, NJ

5 - Administrative Support		EEO: Administrative Support Workers									
Title	Salary	Total	Male Female	White	Black	Hispanic	Asian	Native Hawaiian	Indian	Two or More	Minority
sales helper	01	1	0	0	0	0	0	0	0	0	0
			1	1	0	0	0	0	0	0	0
Purchasing Assistant	01	1	0	0	0	0	0	0	0	0	0
			1	1	0	0	0	0	0	0	0
Accounts Payable Specialist	01	1	0	0	0	0	0	0	0	0	1
			1	0	0	1	0	0	0	0	0
Accounts Receivable Clerk	01	3	0	0	0	0	0	0	0	0	2
			3	1	1	1	0	0	0	0	0
Staff Accountant	01	1	0	0	0	0	0	0	0	0	0
			1	1	0	0	0	0	0	0	0
Customer Service/Sales Lead Person	01	1	1	0	1	0	0	0	0	0	1
			0	0	0	0	0	0	0	0	0
Marketing and Communications Associate	01	1	0	0	0	0	0	0	0	0	1
			1	0	1	0	0	0	0	0	0
Marketing Assistant	02	2	0	0	0	0	0	0	0	0	1
			2	1	0	1	0	0	0	0	0
Purchasing	02	1	0	0	0	0	0	0	0	0	0
			1	1	0	0	0	0	0	0	0
Inbound Customer Service Associate	02	1	0	0	0	0	0	0	0	0	1
			1	0	0	0	0	0	0	1	0
A/R Associate	02	1	0	0	0	0	0	0	0	0	0
			1	1	0	0	0	0	0	0	0
Marketing Associate	02	1	0	0	0	0	0	0	0	0	1
			1	0	0	1	0	0	0	0	0

Job Group Analysis

FlagHouse Inc.

Plan Date: 06/01/2020

Hasbrouck Heights, NJ

<i>5 - Administrative Support</i>		EEO: Administrative Support Workers									
Title	Salary	Total	Male Female	White	Black	Hispanic	Asian	Native Hawaiian	Indian	Two or More	Minority
Accounts Payable Specialist, Sr	03	1	0	0	0	0	0	0	0	0	1
			1	0	0	1	0	0	0	0	
Assistant Controller	04	1	0	0	0	0	0	0	0	0	0
			1	1	0	0	0	0	0	0	
Summary of 5 - Administrative Support		17	1	0	1	0	0	0	0	0	9
			16	8	2	5	0	0	0	1	

Job Group Analysis

FlagHouse Inc.

Plan Date: 06/01/2020

Hasbrouck Heights, NJ

<i>8 - Laborers and Helpers</i>		EEO: Laborers and Helpers									
Title	Salary	Total	Male Female	White	Black	Hispanic	Asian	Native Hawaiian	Indian	Two or More	Minority
Warehouse Clerk	01	1	1	0	0	1	0	0	0	0	1
			0	0	0	0	0	0	0	0	
Picker	01	1	0	0	0	0	0	0	0	0	0
			1	1	0	0	0	0	0	0	
DC Pick Pack	01	2	0	0	0	0	0	0	0	0	2
			2	0	0	2	0	0	0	0	
DC Warehouse Worker	01	9	6	1	2	3	0	0	0	0	8
			3	0	0	3	0	0	0	0	
Prep Team	01	1	1	0	0	1	0	0	0	0	1
			0	0	0	0	0	0	0	0	
Warehouse	01	2	2	0	1	1	0	0	0	0	2
			0	0	0	0	0	0	0	0	
Distribution Center Associate	02	1	0	0	0	0	0	0	0	0	1
			1	0	0	1	0	0	0	0	
DC Supervisor	02	1	0	0	0	0	0	0	0	0	1
			1	0	0	1	0	0	0	0	
Summary of 8 - Laborers and Helpers		18	10	1	3	6	0	0	0	0	16
			8	1	0	7	0	0	0	0	

Job Group Analysis

FlagHouse Inc.

Plan Date: 06/01/2020

Hasbrouck Heights, NJ

Title	Total	Male Female	White	Black	Hispanic	Asian	Native Hawaiian	Indian	Two or More	Minority
<i>Summary</i>	55	20	8	5	7	0	0	0	0	30
		35	17	3	12	2	0	0	1	

Availability Analysis

Contractors and covered Federal subcontractors, after aggregating individual jobs into job groups, are then required to determine the availability of women and minorities for those job groups. 41 C.F.R. § 60-2.14. "Availability" is a percentage estimate of the women and minorities who have the skills required to perform the jobs within the job groups. To determine the availability percentages, contractors are required to consider two factors: 1) factors reflecting the availability outside the contractor's workforce (such as people in the immediate labor area or reasonable recruitment area); and, 2) factors affecting the availability inside the contractor's own workforce (such as people who are qualified and available by transfer, promotion, or training). Contractors typically rely on the most current U.S. Census data to develop their external availability factors, and on their own workforce numbers to develop their internal availability factors. Both external and internal factors must be considered, but contractors may "weight" each of the two factors according to each factor's relevance to the job group in question. Such weighting is included in the following availability statistics for each job group.

After a contractor has formulated job groups and determined the minority and female availability percentages for each job group, it must then compare the actual utilization of minorities and women in each job group with their estimated availability, and identify those job groups where the percentage of women and/or minorities employed is less than would reasonably be expected given their availability. 41 C.F.R. § 60-2.15.

Availability Analysis

FlagHouse Inc.

Plan Date: 06/01/2020

Hasbrouck Heights, NJ

1.1 - Executives/Sr Level Mgmt

Factor	Description	Raw Statistics			Weighted Factor		Source of Statistics	Reason for Weighting
		Minority	Female	Weight	Minority	Female		
1	The percentage of minorities or women with requisite skills in the RRA. The RRA is defined as the geographical area from which the contractor usually seeks or reasonably could seek workers to fill the positions in question.	0	0	0	0	0	2010 Census EEO Special File for appropriate Occupational Titles. See supporting documents.	Reasonable recruiting practices and business necessity. Consideration given to past practices and current demands.
2	The percentage of minorities or women among those promotable, transferable, and trainable within the contractor's organization. Trainable refers to those employees that, with reasonably provided training, become qualified during the AAP year.	0	17	100	0	17	Incumbent work force for those Job Groups that constitute "feeders" to this Job Group.	Reasonable recruiting practices and business necessity. Consideration given to past practices and current demands.
Job Group Size: 2		100						
		Final Availability (%)			0	17		

Availability Analysis

FlagHouse Inc.

Hasbrouck Heights, NJ

Plan Date: 06/01/2020

1.1 - Executives/Sr Level Mgmt

Factor 2: Internal Availability

Source Description	Raw Statistics (%)			Weighted Factor (%)	
	Minority	Female	Value	Minority	Female
1.1 - Executives/Sr Level Mgmt	0	0	1		
1.2 - First/Mid-Level Mgmt	0	33	1		
Final Statistics for Internal Availability	0	17	100	0	17

Availability Analysis

FlagHouse Inc.

Plan Date: 06/01/2020

Hasbrouck Heights, NJ

1.2 - First/Mid-Level Mgmt

Factor	Description	Raw Statistics			Weighted Factor		Source of Statistics	Reason for Weighting
		Minority	Female	Weight	Minority	Female		
1	The percentage of minorities or women with requisite skills in the RRA. The RRA is defined as the geographical area from which the contractor usually seeks or reasonably could seek workers to fill the positions in question.	36	39	33	12	13	2010 Census EEO Special File for appropriate Occupational Titles. See supporting documents.	Reasonable recruiting practices and business necessity. Consideration given to past practices and current demands.
2	The percentage of minorities or women among those promotable, transferable, and trainable within the contractor's organization. Trainable refers to those employees that, with reasonably provided training, become qualified during the AAP year.	0	33	67	0	22	Incumbent work force for those Job Groups that constitute "feeders" to this Job Group.	Reasonable recruiting practices and business necessity. Consideration given to past practices and current demands.
Job Group Size: 3		100						
		Final Availability (%)			12	35		

Availability Analysis

FlagHouse Inc.

Hasbrouck Heights, NJ

Plan Date: 06/01/2020

1.2 - First/Mid-Level Mgmt

Factor 1: External Availability

External Availability from the RRA

Census Areas for RRA		Value				
New York-Northern New Jersey-Long Island NY-NJ-PA		1				
Census Codes used for RRA	Raw Statistics (%)			Weighted Factor (%)		
	Minority	Female	Value	Minority	Female	
0040 Advertising and promotions managers	22	59	2			
0050 Marketing and sales managers	27	51	1			
0110 Computer and information systems managers	37	27	1			
0120 Financial managers	34	44	1			
0136 Human resources managers	38	61	1			
0150 Purchasing managers	32	52	1			
0160 Transportation, storage, and distribution managers	40	17	2			
1105 Network and computer systems administrators	48	19	1			
9000 Supervisors of transportation and material moving workers	54	20	1			
Final Statistics for External Availability		36	39	33	12	13

Factor 2: Internal Availability

Source Description	Raw Statistics (%)		
	Minority	Female	Value

Availability Analysis

FlagHouse Inc.

Plan Date: 06/01/2020

Hasbrouck Heights, NJ

1.2 - First/Mid-Level Mgmt					
1.2 - First/Mid-Level Mgmt	0	33	2		
	Raw Statistics (%)			Weighted Factor (%)	
	Minority	Female	Value	Minority	Female
Final Statistics for Internal Availability	0	33	67	0	22

Availability Analysis

FlagHouse Inc.

Hasbrouck Heights, NJ

Plan Date: 06/01/2020

2 - Professionals

Factor	Description	<u>Raw Statistics</u>			<u>Weighted Factor</u>		Source of Statistics	Reason for Weighting
		Minority	Female	Weight	Minority	Female		
1	The percentage of minorities or women with requisite skills in the RRA. The RRA is defined as the geographical area from which the contractor usually seeks or reasonably could seek workers to fill the positions in question.	35	41	67	24	27	2010 Census EEO Special File for appropriate Occupational Titles. See supporting documents.	Reasonable recruiting practices and business necessity. Consideration given to past practices and current demands.
2	The percentage of minorities or women among those promotable, transferable, and trainable within the contractor's organization. Trainable refers to those employees that, with reasonably provided training, become qualified during the AAP year.	43	71	33	14	24	Incumbent work force for those Job Groups that constitute "feeders" to this Job Group.	Reasonable recruiting practices and business necessity. Consideration given to past practices and current demands.
Job Group Size: 7		100						
		Final Availability (%)		38	51			

Availability Analysis

FlagHouse Inc.

Plan Date: 06/01/2020

Hasbrouck Heights, NJ

2 - Professionals

Factor 1: External Availability

External Availability from the RRA

Census Areas for RRA		Value				
New York-Northern New Jersey-Long Island NY-NJ-PA		1				
Census Codes used for RRA		Raw Statistics (%)			Weighted Factor (%)	
		Minority	Female	Value	Minority	Female
0050 Marketing and sales managers		27	51	1		
0110 Computer and information systems managers		37	27	1		
0800 Accountants and auditors		40	49	1		
1030 Web developers		36	37	1		
Final Statistics for External Availability		35	41	67	24	27

Factor 2: Internal Availability

Source Description		Raw Statistics (%)			Weighted Factor (%)	
		Minority	Female	Value	Minority	Female
2 - Professionals		43	71	1		
Final Statistics for Internal Availability		43	71	33	14	24

Availability Analysis

FlagHouse Inc.

Hasbrouck Heights, NJ

Plan Date: 06/01/2020

4 - Sales Workers

Factor	Description	Raw Statistics			Weighted Factor		Source of Statistics	Reason for Weighting
		Minority	Female	Weight	Minority	Female		
1	The percentage of minorities or women with requisite skills in the RRA. The RRA is defined as the geographical area from which the contractor usually seeks or reasonably could seek workers to fill the positions in question.	41	49	20	8	10	2010 Census EEO Special File for appropriate Occupational Titles. See supporting documents.	Reasonable recruiting practices and business necessity. Consideration given to past practices and current demands.
2	The percentage of minorities or women among those promotable, transferable, and trainable within the contractor's organization. Trainable refers to those employees that, with reasonably provided training, become qualified during the AAP year.	25	63	80	20	50	Incumbent work force for those Job Groups that constitute "feeders" to this Job Group.	Reasonable recruiting practices and business necessity. Consideration given to past practices and current demands.
Job Group Size: 8		100						
		Final Availability (%)			28	60		

Availability Analysis

FlagHouse Inc.

Hasbrouck Heights, NJ

Plan Date: 06/01/2020

4 - Sales Workers

Factor 1: External Availability

External Availability from the RRA

Census Areas for RRA		Value			
New York-Northern New Jersey-Long Island NY-NJ-PA		1			
Census Codes used for RRA	Raw Statistics (%)			Weighted Factor (%)	
	Minority	Female	Value	Minority	Female
0735 Market research analysts and marketing specialists	33	59	2		
0740 Business operations specialists, all other	48	64	2		
4710 First-line supervisors of non-retail sales workers	35	30	1		
4840 Sales representatives, services, all other	30	32	9		
4940 Telemarketers	45	54	1		
5240 Customer service representatives	55	65	7		
Final Statistics for External Availability			41	49	20
				8	10

Factor 2: Internal Availability

Source Description	Raw Statistics (%)			Weighted Factor (%)	
	Minority	Female	Value	Minority	Female
4 - Sales Workers	25	63	8		
Final Statistics for Internal Availability			25	63	80
				20	50

RRA = Reasonable Recruitment Area

Availability Analysis

FlagHouse Inc.

Hasbrouck Heights, NJ

Plan Date: 06/01/2020

5 - Administrative Support

Factor	Description	Raw Statistics			Weighted Factor		Source of Statistics	Reason for Weighting
		Minority	Female	Weight	Minority	Female		
1	The percentage of minorities or women with requisite skills in the RRA. The RRA is defined as the geographical area from which the contractor usually seeks or reasonably could seek workers to fill the positions in question.	38	66	33	12	22	2010 Census EEO Special File for appropriate Occupational Titles. See supporting documents.	Reasonable recruiting practices and business necessity. Consideration given to past practices and current demands.
2	The percentage of minorities or women among those promotable, transferable, and trainable within the contractor's organization. Trainable refers to those employees that, with reasonably provided training, become qualified during the AAP year.	53	94	67	35	63	Incumbent work force for those Job Groups that constitute "feeders" to this Job Group.	Reasonable recruiting practices and business necessity. Consideration given to past practices and current demands.
Job Group Size: 17		100						
		Final Availability (%)		48	85			

Availability Analysis

FlagHouse Inc.

Plan Date: 06/01/2020

Hasbrouck Heights, NJ

5 - Administrative Support

Factor 1: External Availability

External Availability from the RRA

Census Areas for RRA		Value			
New York-Northern New Jersey-Long Island NY-NJ-PA		1			
Census Codes used for RRA	Raw Statistics (%)			Weighted Factor (%)	
	Minority	Female	Value	Minority	Female
0120 Financial managers	34	44	1		
0520 Wholesale and retail buyers, except farm products	34	58	3		
1030 Web developers	36	37	1		
1050 Computer support specialists	50	24	1		
4965 Sales and related workers, all other	31	50	1		
5120 Bookkeeping, accounting, and auditing clerks	38	83	7		
5400 Receptionists and information clerks	48	90	1		
Final Statistics for External Availability		38	66	33	12 22

Factor 2: Internal Availability

Source Description	Raw Statistics (%)		
	Minority	Female	Value
5 - Administrative Support	53	94	6

Availability Analysis

FlagHouse Inc.

Plan Date: 06/01/2020

Hasbrouck Heights, NJ

5 - Administrative Support

	Raw Statistics (%)			Weighted Factor (%)	
	Minority	Female	Value	Minority	Female
Final Statistics for Internal Availability	53	94	67	35	63

Availability Analysis

FlagHouse Inc.

Hasbrouck Heights, NJ

Plan Date: 06/01/2020

8 - Laborers and Helpers

Factor	Description	Raw Statistics			Weighted Factor		Source of Statistics	Reason for Weighting
		Minority	Female	Weight	Minority	Female		
1	The percentage of minorities or women with requisite skills in the RRA. The RRA is defined as the geographical area from which the contractor usually seeks or reasonably could seek workers to fill the positions in question.	78	32	44	34	14	2010 Census EEO Special File for appropriate Occupational Titles. See supporting documents.	Reasonable recruiting practices and business necessity. Consideration given to past practices and current demands.
2	The percentage of minorities or women among those promotable, transferable, and trainable within the contractor's organization. Trainable refers to those employees that, with reasonably provided training, become qualified during the AAP year.	89	44	56	50	25	Incumbent work force for those Job Groups that constitute "feeders" to this Job Group.	Reasonable recruiting practices and business necessity. Consideration given to past practices and current demands.
Job Group Size: 18		100						
		Final Availability (%)		84	39			

Availability Analysis

FlagHouse Inc.

Plan Date: 06/01/2020

Hasbrouck Heights, NJ

8 - Laborers and Helpers

Factor 1: External Availability

External Availability from the RRA

Census Areas for RRA		Value			
New York-Northern New Jersey-Long Island NY-NJ-PA		1			
Census Codes used for RRA	Raw Statistics (%)			Weighted Factor (%)	
	Minority	Female	Value	Minority	Female
5610 Shipping, receiving, and traffic clerks	68	22	1		
7340 Maintenance and repair workers, general	50	3	1		
9600 Industrial truck and tractor operators	77	3	3		
9640 Packers and packagers, hand	87	56	5		
Final Statistics for External Availability			78	32	44
				34	14

Factor 2: Internal Availability

Source Description	Raw Statistics (%)			Weighted Factor (%)	
	Minority	Female	Value	Minority	Female
8 - Laborers and Helpers	89	44	9		
Final Statistics for Internal Availability			89	44	56
				50	25

Placement Goals

Contractors and subcontractors must compare the percentage of minorities and women in each job group with the availability for those job groups as calculated in this AAP. 41 C.F.R. § 60-2.13 to 60.2.15. When the percentage of minorities or women in a job group is less than would be reasonably expected given their availability, contractors are required to establish placement goals, which also serve as reasonably attainable objectives to measure progress toward achieving equal employment opportunity. 41 C.F.R. § 60-2.16.

Contractors may use a number of methods to determine whether their actual employment percentage of minorities and/or females is lower than would reasonably be expected, including the need to set a placement goal when: 1) there is “any difference” between the availability percentage and the employment percentage; 2) actual employment is less than 80 percent of calculated availability (which is the expected representation); or, 3) the difference between the actual and expected employment is statistically significant. Any reasonable method, as long as it is uniformly applied, is acceptable to the OFCCP.

Placement goals are established as a percentage equal to the calculated availability and serve as objectives or targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire affirmative action program work. 41 C.F.R. § 60-2.16. **Although a contractor is required to make good faith efforts to meet its goals, the goals are not allowed under law to be quotas (with the exception of a few circumstances, such as when there is a court order to remedy prior unlawful discrimination.)**

Placement Goals

FlagHouse Inc.

Hasbrouck Heights, NJ

Plan Date: 06/01/2020

Job Group	Group Size	Employment (%)		Availability (%)		Placement Goals* Needed		Annual Goal (%)	
		Minority	Female	Minority	Female	Minority	Female	Minority	Female
1.1 - Executives/Sr Level Mgmt	2	0	0	0	17	No ¹	No ¹		
1.2 - First/Mid-Level Mgmt	3	0	33	12	35	No ¹	No ¹		
2 - Professionals	7	43	71	38	51	No ¹	No ¹		
4 - Sales Workers	8	25	63	28	60	No ¹	No ¹		
5 - Administrative Support	17	53	94	48	85	No ¹	No ¹		
8 - Laborers and Helpers	18	89	44	84	39	No ¹	No ¹		

1 - Binomial Distribution

*The establishment of a "Placement Goal" does not amount to an admission of impermissible conduct. It is neither a finding of lawful discrimination nor a finding of a lack of a good faith affirmative action efforts. Nor does the establishment of a Placement Goal permit unlawful discrimination. Rather the establishment of a "Placement Goal" is a technical targeting term used exclusively by affirmative action planners who seek to apply good faith efforts to increase in the future the percentage employment of minorities and women in the workforce.

Progress Toward Goals Report

Contractors and subcontractors must maintain its current affirmative action plan (AAP) and documentation of good faith efforts, and must preserve its AAP and documentation of good faith efforts for the immediately preceding AAP year. 41 C.F.R. § 60-1.12 (b).

One of the key components to the effective implementation of an AAP is the acknowledgement of progress toward the goals established in the utilization analysis of the preceding year. As such, this is one of the items requested by OFCCP during a routine compliance evaluation.

To compare progress toward goals, the contractor must measure the employment activity that has occurred during the plan year. The variable here is opportunities which are defined by OFCCP as total placements (hires plus promotions) into the job group.

Progress Toward Goals Report

FlagHouse Inc.

Hasbrouck Heights, NJ

Date Range: June 1, 2019 through May 31, 2020

Job Group	Prior Year - 2019			Prior Year Goals (%)		Number of Opportunities (#)			Actual Placement		Goal Met?	
	Total	Minority	Female	Minority	Female	Total	Minority	Female	Minority	Female	Minority	Female
									%	%		
1.1 - Executives/Sr Level Mgmt	2	0	0	N/A	N/A	0	0	0	--	--	N/A	N/A
1.2 - First/Mid-Level Mgmt	5	0	2	N/A	N/A	0	0	0	--	--	N/A	N/A
2 - Professionals	7	3	5	N/A	N/A	0	0	0	--	--	N/A	N/A
4 - Sales Workers	12	5	5	N/A	N/A	3	0	1	0	33	N/A	N/A
5 - Administrative Support	18	11	16	N/A	N/A	1	0	1	0	100	N/A	N/A
8 - Laborers and Helpers	19	17	8	N/A	N/A	2	2	1	100	50	N/A	N/A

Disparity Analysis

Contractors and subcontractors are required to include personnel activity (applicant flow, hires, terminations, promotions, and any other personnel actions) to determine whether there are selection disparities. 41 C.F.R. § 60-2.17 (b) (2).

The Disparity Analysis is a tool to measure the statistical relationship between two selected groups. The following report identifies whether the rates of those hired, promoted, or terminated are similar without regard to race or gender.

Disparity Analysis - Hires

FlagHouse Inc.

Date Range: June 1, 2019 through May 31, 2020

Hasbrouck Heights, NJ

4 - Sales Workers

Non-Favored vs Favored	Total Hires	Total Apps	Total Unknowns	Non-Favored Hires	Non-Favored Apps	Favored Hires	Favored Apps	Non-Favored Selection Rate (%)	Favored Selection Rate (%)	Standard Deviation	Disparity
Female vs Male	3	0	0	1	0	2	0	N/A	N/A	--	Ω
Black vs White	3	0	0	0	0	3	0	N/A	N/A	--	Ω
Hispanic vs White	3	0	0	0	0	3	0	N/A	N/A	--	Ω
Asian vs White	3	0	0	0	0	3	0	N/A	N/A	--	Ω
Am. Indian vs White	3	0	0	0	0	3	0	N/A	N/A	--	Ω
Hawaiian vs White	3	0	0	0	0	3	0	N/A	N/A	--	Ω
Two or More vs White	3	0	0	0	0	3	0	N/A	N/A	--	Ω

Standard Deviation will trigger a flag when the result is larger than two standard deviations.

Ω An analysis could not be performed due to insufficient applicant records

* This group does not constitute at least 2% of the total pool.

Disparity Analysis - Hires

FlagHouse Inc.

Hasbrouck Heights, NJ

Date Range: June 1, 2019 through May 31, 2020

5 - Administrative Support

Non-Favored vs Favored	Total Hires	Total Apps	Total Unknowns	Non-Favored Hires	Non-Favored Apps	Favored Hires	Favored Apps	Non-Favored Selection Rate (%)	Favored Selection Rate (%)	Standard Deviation	Disparity
Male vs Female	1	0	0	0	0	1	0	N/A	N/A	--	Ω
Black vs White	1	0	0	0	0	1	0	N/A	N/A	--	Ω
Hispanic vs White	1	0	0	0	0	1	0	N/A	N/A	--	Ω
Asian vs White	1	0	0	0	0	1	0	N/A	N/A	--	Ω
Am. Indian vs White	1	0	0	0	0	1	0	N/A	N/A	--	Ω
Hawaiian vs White	1	0	0	0	0	1	0	N/A	N/A	--	Ω
Two or More vs White	1	0	0	0	0	1	0	N/A	N/A	--	Ω

Standard Deviation will trigger a flag when the result is larger than two standard deviations.

Ω An analysis could not be performed due to insufficient applicant records

* This group does not constitute at least 2% of the total pool.

Disparity Analysis - Hires

FlagHouse Inc.

Hasbrouck Heights, NJ

Date Range: June 1, 2019 through May 31, 2020

8 - Laborers and Helpers											
Non-Favored vs Favored	Total Hires	Total Apps	Total Unknowns	Non-Favored Hires	Non-Favored Apps	Favored Hires	Favored Apps	Non-Favored Selection Rate (%)	Favored Selection Rate (%)	Standard Deviation	Disparity
Female vs Male	2	0	0	1	0	1	0	N/A	N/A	--	Ω
Black vs White	0	0	0	0	0 *	0	0	N/A	N/A	N/A	No
Hispanic vs White	2	0	0	2	0	0	0	N/A	N/A	--	Ω
Asian vs White	0	0	0	0	0 *	0	0	N/A	N/A	N/A	No
Am. Indian vs White	0	0	0	0	0 *	0	0	N/A	N/A	N/A	No
Hawaiian vs White	0	0	0	0	0 *	0	0	N/A	N/A	N/A	No
Two or More vs White	0	0	0	0	0 *	0	0	N/A	N/A	N/A	No

Standard Deviation will trigger a flag when the result is larger than two standard deviations.

Ω An analysis could not be performed due to insufficient applicant records

* This group does not constitute at least 2% of the total pool.

Disparity Analysis - Terminations

FlagHouse Inc.

Hasbrouck Heights, NJ

Date Range: June 1, 2019 through May 31, 2020

1.2 - First/Mid-Level Mgmt										
Non-Favored vs Favored	Total Terms	Total Pool	Non-Favored Terms	Non-Favored Pool	Favored Terms	Favored Pool	Non-Favored Selection Rate (%)	Favored Selection Rate (%)	Standard Deviation	Disparity
Female vs Male	2	5	1	2	1	3	50.00%	33.33%	0.37	No
Black vs White	2	5	0	0 *	2	5	N/A	40.00%	N/A	No
Hispanic vs White	2	5	0	0 *	2	5	N/A	40.00%	N/A	No
Asian vs White	2	5	0	0 *	2	5	N/A	40.00%	N/A	No
Am. Indian vs White	2	5	0	0 *	2	5	N/A	40.00%	N/A	No
Hawaiian vs White	2	5	0	0 *	2	5	N/A	40.00%	N/A	No
Two or More vs White	2	5	0	0 *	2	5	N/A	40.00%	N/A	No

Standard Deviation will trigger a flag when the result is larger than two standard deviations.

* This group does not constitute at least 2% of the total pool.

The pool consists of those employees present in the job group on 06/01/2019

Disparity Analysis - Terminations

FlagHouse Inc.

Hasbrouck Heights, NJ

Date Range: June 1, 2019 through May 31, 2020

4 - Sales Workers										
Non-Favored vs Favored	Total Terms	Total Pool	Non-Favored Terms	Non-Favored Pool	Favored Terms	Favored Pool	Non-Favored Selection Rate (%)	Favored Selection Rate (%)	Standard Deviation	Disparity
Male vs Female	4	12	4	7	0	5	57.14%	0.00%	2.07	Yes
Black vs Hispanic	2	5	2	4	0	1	50.00%	0.00%	0.91	No
Asian vs Hispanic	0	1	0	0 *	0	1	N/A	0.00%	N/A	No
Am. Indian vs Hispanic	0	1	0	0 *	0	1	N/A	0.00%	N/A	No
Hawaiian vs Hispanic	0	1	0	0 *	0	1	N/A	0.00%	N/A	No
Two or More vs Hispanic	0	1	0	0 *	0	1	N/A	0.00%	N/A	No
White vs Hispanic	2	8	2	7	0	1	28.57%	0.00%	0.62	No

Standard Deviation will trigger a flag when the result is larger than two standard deviations.

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The pool consists of those employees present in the job group on 06/01/2019

Disparity Analysis - Terminations

FlagHouse Inc.

Hasbrouck Heights, NJ

Date Range: June 1, 2019 through May 31, 2020

5 - Administrative Support										
Non-Favored vs Favored	Total Terms	Total Pool	Non-Favored Terms	Non-Favored Pool	Favored Terms	Favored Pool	Non-Favored Selection Rate (%)	Favored Selection Rate (%)	Standard Deviation	Disparity
Male vs Female	3	18	1	2	2	16	50.00%	12.50%	1.34	No
Black vs Two or More	1	5	1	4	0	1	25.00%	0.00%	0.56	No
Hispanic vs Two or More	1	7	1	6	0	1	16.67%	0.00%	0.44	No
Asian vs Two or More	0	1	0	0 *	0	1	N/A	0.00%	N/A	No
Am. Indian vs Two or More	0	1	0	0 *	0	1	N/A	0.00%	N/A	No
Hawaiian vs Two or More	0	1	0	0 *	0	1	N/A	0.00%	N/A	No
White vs Two or More	1	8	1	7	0	1	14.29%	0.00%	0.40	No

Standard Deviation will trigger a flag when the result is larger than two standard deviations.

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The pool consists of those employees present in the job group on 06/01/2019

Disparity Analysis - Terminations

FlagHouse Inc.

Hasbrouck Heights, NJ

Date Range: June 1, 2019 through May 31, 2020

8 - Laborers and Helpers										
Non-Favored vs Favored	Total Terms	Total Pool	Non-Favored Terms	Non-Favored Pool	Favored Terms	Favored Pool	Non-Favored Selection Rate (%)	Favored Selection Rate (%)	Standard Deviation	Disparity
Female vs Male	2	19	1	8	1	11	12.50%	9.09%	0.24	No
Black vs White	0	5	0	3	0	2	0.00%	0.00%	N/A	No
Hispanic vs White	2	16	2	14	0	2	14.29%	0.00%	0.57	No
Asian vs White	0	2	0	0 *	0	2	N/A	0.00%	N/A	No
Am. Indian vs White	0	2	0	0 *	0	2	N/A	0.00%	N/A	No
Hawaiian vs White	0	2	0	0 *	0	2	N/A	0.00%	N/A	No
Two or More vs White	0	2	0	0 *	0	2	N/A	0.00%	N/A	No

Standard Deviation will trigger a flag when the result is larger than two standard deviations.

* This group does not constitute at least 2% of the total pool.

The pool consists of those employees present in the job group on 06/01/2019

**Affirmative Action Program for
Protected Veterans**

FlagHouse Inc.

Hasbrouck Heights, NJ

**Affirmative Action Program
For Protected Veterans**

**June 1, 2020 through May 31, 2021
Plan Year**

CONFIDENTIAL, TRADE SECRET, AND PRIVATE MATERIAL

This Affirmative Action Plan contains confidential, trade secret, commercial, and private information of FlagHouse which is protected from disclosure by the Office of Federal Contract Compliance Programs pursuant to the Trade Secrets Act, 18 U.S.C. § 1905. The release of this information could cause substantial harm to FlagHouse or its employees within the meaning of the Freedom of Information Act ("FOIA"), 5 U.S.C. §§ 552 (b)(3), (4), (6) and (7) and the Trade Secrets Act. FOIA protects information in this document from mandatory disclosure to FOIA requestors. See, e.g., *Chrysler v. Brown*, 441 U.S. 281 (1979). Furthermore, release of any trade secret, confidential statistical or commercial information would be arbitrary and capricious in violation of the Administrative Procedure Act. See, e.g., *CNA Financial Corp. v. Donovan*, 830 F.2d 1132, 1144 (D.C. Cir.), cert. denied, 485 U.S. 977 (1988).

FlagHouse Inc.
Hasbrouck Heights, NJ

**AFFIRMATIVE ACTION PROGRAM
FOR PROTECTED VETERANS**

**June 1, 2020 through May 31, 2021
Plan Year**

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Introduction

FlagHouse Inc. (FlagHouse) sets forth this affirmative action program (“AAP”) for the year from June 1, 2020 through May 31, 2021, reaffirming its commitment to the spirit and letter of affirmative action law. Through the implementation of this plan FlagHouse continues its efforts to comply with appropriate government regulations and to make the best possible use of personnel while contributing to the betterment of society and the community.

In developing this AAP, FlagHouse recognizes its duty to ensure equal employment opportunity.

Definitions. For the purposes of this AAP, the term “Protected Veteran” shall be defined as follows, according to the VEVRAA regulations:

Active Duty Wartime or Campaign Badge Veteran means a veteran who served on active duty in the U.S. military, ground, naval, or air service during a war or in a campaign or expedition for which a campaign badge has been authorized, under the laws administered by the U. S. Department of Defense.

Armed Forces Service Medal Veteran means any veteran who, while serving on active duty in the U.S. military, ground, naval, or air service, participated in a United States military operation to which an Armed Forces service medal was awarded pursuant to Executive Order 12985.

Disabled Veteran means:

1. A veteran of the U. S. military, ground, naval, or air service who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs, or
2. A person who was discharged or released from active duty because of a service-connected disability.

Protected Veteran means a veteran who is protected under the non-discrimination and affirmative action provisions of VEVRAA; specifically, a veteran who may be classified as a “disabled veteran,” “recently-separated veteran,” “active duty wartime or campaign badge veteran,” and/or an “Armed Forces Service Medal Veteran” as defined by this AAP and VEVRAA.

Recently-Separated Veteran means any veteran during the three-year period beginning on the date of such veteran’s discharge or release from active duty in the U.S. military, ground, naval, or air service.

Pre-JVA veterans are those who would be protected by 41 C.F.R. Part 250 if it were not rescinded, but would not be protected under 41 C.F.R. Part 300, and if FlagHouse is found to still be signatory to any federal contracts signed on or before November 30, 2003 and which have not since been amended, modified and/or extended.

Equal Employment Opportunity Policy Statement

41 C.F.R. § 60-300.44(a)

In setting forth this plan FlagHouse reaffirms its belief and commitment in equal employment opportunity for all employees and applicants for employment in all terms and conditions of employment. Donna Luongo, as the EEO Administrator, oversees the plan development, modification, implementation, and reporting requirements and conducts management updates. FlagHouse's top U.S. executive supports FlagHouse's AAP.

FlagHouse provides for an audit and reporting system regarding FlagHouse's affirmative action responsibilities under the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended ("VEVRAA") regulations, and assigns overall responsibility for the implementation of affirmative action responsibilities under these regulations.

FlagHouse recruits, hires, trains and promotes persons in all job titles, and ensures that all personnel actions are administered without regard to protected veteran status; and ensures that all employment actions are based only on valid job requirements. It is FlagHouse's policy not to discriminate because of a person's relationship or association with a protected veteran. This includes spouses and other family members. FlagHouse will safeguard the fair and equitable treatment of protected veteran spouses and family members with regard to all employment actions and prohibit harassment of applicants and employees because of their relationship or association with a protected veteran. FlagHouse's employees and applicants are not subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in or may engage in any of the following activities:

1. filing a complaint with FlagHouse or with Federal, state, or local agencies regarding the status covered under this AAP;
2. assisting or participating in any investigation, compliance review, hearing, or any other activity related to the administration of any Federal, State, or local law requiring equal employment opportunity for protected veterans;
3. opposing any act or practice made unlawful by VEVRAA or its implementing regulations, or any other Federal, State or local law requiring equal opportunity for protected veterans; or
4. exercising any other right protected by VEVRAA or its implementing regulations.

FlagHouse's full AAP, absent the data metrics required by 41 CFR § 60-300.44(k), is available for inspection upon request. The method of obtaining a copy of the AAP is listed within the affirmative action policy statement physically posted at FlagHouse's establishment.

Review of Personnel Processes

41 C.F.R. § 300.44(b)

1. FlagHouse ensures its personnel processes provide for careful, thorough, and systematic consideration of the job qualifications of applicants and employees who are known protected veterans for job vacancies filled either by hiring or promotion, and for all training opportunities offered or available.
2. FlagHouse also ensures that when a protected veteran is considered for employment opportunities, FlagHouse relies only on that portion of the individual's military record, including his or her discharge papers, relevant to the requirements of the opportunity in issue.
3. FlagHouse ensures that its personnel processes do not stereotype protected veterans in a manner which limits their access to all jobs for which they are qualified.
4. FlagHouse periodically reviews such processes and makes any necessary modifications to ensure that these obligations are carried out. A description of the review and any necessary modifications to personnel processes or development of new processes is included in this AAP.
5. FlagHouse designs procedures that facilitate a review of the implementation of this requirement by FlagHouse and the Government. The procedures FlagHouse uses are as follows:
 - a. The application or personnel form of each known applicant who is a protected veteran is annotated to identify each vacancy for which the applicant was considered, and the form will be quickly retrievable for review by the Department of Labor and FlagHouse's personnel officials for use in investigations and internal compliance activities.
 - b. Where applicants or employees are selected for hire, promotion, or training and FlagHouse undertakes any accommodation which makes it possible for it to place a disabled veteran on the job, FlagHouse makes a record containing a description of the accommodation. The record is treated as a confidential medical record in accordance with § 60-300.23(d).

Physical and Mental Job Qualifications

41 C.F.R. § 300.23 and 44(c)

1. FlagHouse adheres to a schedule for the periodic review of all physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified disabled veterans, they are job-related for the position and are consistent with job necessity.

2. Whenever FlagHouse applies physical or mental qualification standards in the selection of applicants or employees for employment or other change in employment status such as promotion, demotion or training, to the extent that qualification standards tend to screen out qualified disabled veterans, the standards shall be related to the specific job or jobs for which the individual is being considered and consistent with business necessity. FlagHouse reviews its job descriptions and qualifications to ensure they accurately reflect job duties and responsibilities. The schedule is as follows as job openings become available; as new job qualifications are established; and/or, when new equipment is installed.
3. No pre-employment physical examinations or questionnaires are used by FlagHouse prior to a job offer contingent on such examinations and other requirements.
4. FlagHouse may use as a defense to a violation of its obligations in Paragraph 2 above that an individual poses a direct threat to the health or safety of the individual or others in the workplace.
5. When FlagHouse conducts a medical examination or inquiry of a protected veteran it will do so according to the terms and conditions of the VEVRAA and Section 503 regulations, and the results of such an examination or inquiry are kept confidential according to federal regulations, which includes the following exceptions:
 - a. Supervisors and managers may be informed regarding restrictions on the work or duties of the applicant or employee and necessary accommodations;
 - b. First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment; and,
 - c. Government officials engaged in enforcing the laws administered by the OFCCP regarding individuals with disabilities or protected veterans, or enforcing The Americans with Disabilities Act (“ADA”) and The Americans with Disabilities Act Amendment Act of 2008 (“ADAAA”), shall be provided relevant information on request.

Reasonable Accommodation

41 C.F.R. §60-300.44(d)

1. It is FlagHouse's policy as a matter of nondiscrimination to make reasonable accommodation to the known physical and mental limitations of all otherwise qualified disabled veterans unless it can demonstrate that the accommodation would impose an undue hardship on FlagHouse's business, in accordance with the terms and conditions of Section 503 regulations. Undue hardship will be determined by its definition under applicable regulations under Section 503 including, but not limited to the following: Undue hardship means, with respect to the provision of an accommodation, significant difficulty or expense incurred by the contractor, when considered in light of the factors set forth in 41 CFR § 60-300.2 (aa)(2), such as the overall financial resources of the facility and the impact of the accommodation upon the operation of the facility (this is not an all-inclusive list).
2. As a matter of affirmative action, if an employee who is known to be a disabled veteran is having significant difficulty performing his or her job and it is reasonable to conclude that the performance problem may be related to the known disability, FlagHouse confidentially notifies the employee of the performance problem and inquires whether the problem is related to the employee's disability.
3. If the employee responds affirmatively, FlagHouse confidentially inquires whether the employee is in need of a reasonable accommodation.

Anti-Harassment Procedures

41 C.F.R. § 60-300.44(e)

FlagHouse has developed and implemented procedures to ensure its employees are not harassed because of their status as a protected veteran.

External Dissemination of Policy, Outreach, and Positive Recruitment

41 C.F.R. § 300.44(f)

1. FlagHouse sends written notification of its policy related to affirmative action efforts to all subcontractors, including subcontracting vendors and suppliers, requesting appropriate action on their part.
2. FlagHouse undertakes appropriate outreach and positive recruitment activities such as some of those listed below that are reasonably designed to effectively recruit protected veterans. It is not contemplated that FlagHouse will necessarily undertake all the activities listed below or that its activities will be limited to the items listed below. The scope of FlagHouse's efforts shall depend upon all circumstances, including FlagHouse's size and resources and the extent to which existing employment practices are adequate.
 - a. Enlisting the assistance and support of the following persons and organizations in recruiting, and developing on-the-job training opportunities for veterans to fulfill its commitment to provide meaningful employment opportunities for such veterans:
 - i. The Local Veterans' Employment Representative in the local employment service office (i.e. the One-Stop) nearest FlagHouse's establishment;
 - ii. The Department of Veterans Affairs Regional Office nearest FlagHouse's establishment;
 - iii. The veterans' counselors and coordinators ("Vet-Reps") on college campuses;
 - iv. The service officers of the national veterans' groups active in the area of FlagHouse's establishment;
 - v. Local veterans' groups and veterans' service centers near FlagHouse's establishment;
 - vi. The Department of Defense Transition Assistance Program (TAP), or any subsequent program that, in whole or in part, might replace TAP; and
 - vii. Any organization listed in the Employer Resources section of the National Resource Directory (<http://www.nationalresourcedirectory.gov/>), or any future service that replaces or complements it.
 - b. FlagHouse also considers taking the actions listed below, as appropriate, to fulfill its commitment to provide meaningful employment opportunities to protected veterans:
 - i. Formal briefing sessions should be held, preferably on FlagHouse's premises, with representatives from recruiting sources.

- ii. FlagHouse's facility tours, clear and concise explanations of current and future job openings, position descriptions, worker specifications, explanations of the company's selection process, and recruiting literature are an integral part of the briefing. At any such briefing sessions, the FlagHouse official in charge of its affirmative action program is in attendance when possible. Formal arrangements should be made for referral of applicants, follow up with sources, and feedback on disposition of applicants.
 - iii. FlagHouse's recruitment efforts at all educational institutions incorporate special efforts to reach students who are protected veterans.
 - iv. An effort is made to participate in work-study programs with Department of Veterans Affairs rehabilitation facilities which specialize in training or educating disabled veterans.
 - v. Protected veterans are made available for participation in career days, youth motivation programs, and related activities in their communities.
 - vi. FlagHouse takes any other positive steps it deems necessary to attract qualified protected veterans not currently in the work force who have requisite skills and can be recruited through affirmative action measures. These persons may be located through the local chapters of organizations of and for any of the classifications of protected veterans.
 - vii. FlagHouse, in making hiring decisions, considers applicants who are known protected veterans for all available positions for which they may be qualified when the position(s) applied for is unavailable.
 - viii. FlagHouse considers listing its job openings with the National Resource Directory's Veterans Job Bank, or any future service that replaces or complements it.
3. FlagHouse documents all activities it undertakes to comply with the obligations of this section, and retain these documents for a period of three (3) years.

Assessment of External Outreach and Recruitment Efforts

41 C.F.R. § 300.44(f)(3)

1. FlagHouse, on an annual basis, reviews the outreach and recruitment efforts it has taken over the previous twelve months to evaluate their effectiveness in identifying and recruiting qualified protected veterans. FlagHouse documents each evaluation, including at a minimum the criteria it used to evaluate the effectiveness of each effort and FlagHouse's conclusion as to whether each effort was effective. Among these criteria shall be the data collected pursuant to 41 C.F.R. § 60-300.44(k) for the current year and the two most recent previous years. If FlagHouse concludes the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, it shall

identify and implement alternative efforts listed in paragraphs (f)(1) or (f)(2) of this section to fulfill its obligations.

Internal Dissemination of Policy

41 C.F.R. § 60-300.44(g)

1. FlagHouse recognizes that a strong outreach program will be ineffective without adequate internal support from supervisory and management personnel and other employees.
2. FlagHouse implements and disseminates this policy internally as follows:
 - a. includes it in FlagHouse's policy manual or otherwise make the policy available to employees; and
 - b. if FlagHouse is party to a collective bargaining agreement, it notifies union officials and/or employee representatives to inform them of FlagHouse's policy, and request their cooperation.
3. Further, to assure greater employee cooperation and participation in FlagHouse's efforts, FlagHouse has developed the internal procedures listed in this section of the AAP for communication of its obligation to engage in affirmative action efforts to employ and advance in employment qualified protected veterans. It is not contemplated that FlagHouse's activities will be limited to those listed. These procedures shall be designed to foster understanding, acceptance and support among FlagHouse's executive, management, supervisory and other employees and to encourage such persons to take the necessary actions to aid FlagHouse in meeting this obligation. FlagHouse additionally considers implementing and disseminating this policy internally as follows:
 - a. Informing all employees and prospective employees of its commitment to engage in affirmative action to increase employment opportunities for protected veterans;
 - b. Publicizing it in FlagHouse's newspaper, magazine, annual report and other media;
 - c. Conducting special meetings with executive, management, and supervisory personnel to explain the intent of the policy and individual responsibility for effective implementation, making clear the chief executive officer's support for the affirmative action policy;
 - d. Discussing the policy thoroughly in both employee orientation and management training programs; and
 - e. When employees are featured in employee handbooks or similar publications for employees, including disabled veterans.

Audit and Reporting System

C.F.R. § 60-300.44(h)

1. FlagHouse has designed and implemented an audit and reporting system that:
 - a. Measures the effectiveness of FlagHouse's AAP;
 - b. Indicates any need for remedial action;
 - c. Determines the degree to which FlagHouse's objectives have been attained;
 - d. Determines whether known protected veterans have had the opportunity to participate in all of FlagHouse's sponsored educational, training, recreational and social activities;
 - e. Measures FlagHouse's compliance with the AAP's specific obligations; and
 - f. Documents the actions taken to comply with the obligations of paragraphs (i) through (v) above, and retain these documents as employment records for three years subject to the recordkeeping requirements of § 60-300.80.
2. Where the affirmative action program is found to be deficient, FlagHouse undertakes necessary action to bring the program into compliance.

Responsibility for Implementation of the Plan

1. Identification and Responsibilities of EEO/AA Administrator **41 C.F.R. § 60-300.44(i)**

In furtherance of FlagHouse's commitment to Affirmative Action and Equal Employment Opportunity, overall responsibility for implementing FlagHouse's AAP rests with its EEO/AA Administrator, whose identity should appear on all internal and external communications regarding FlagHouse's AAP. The EEO/AA Administrator shall be given top management support and staff to manage the implementation of this program as it pertains to all applicable laws, orders and regulations, including VEVRAA. Specifically, Donna Luongo or the designated representative's duties include:

- a. Ensures that FlagHouse lists its job openings in accordance with the requirements of 41 C.F.R. § 300.5.
- b. Ensuring FlagHouse posts in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the OFCCP Director provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as FlagHouse's obligation under the law to take affirmative action to

employ and advance in employment qualified employees and applicants who are protected veterans.

- c. Ensuring FlagHouse's applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair) when an applicant or employee requests the poster in an alternative format, or when FlagHouse knows that an applicant or employee is unable to read the poster because of a disability. FlagHouse may also provide the poster to an applicant or employee who is a disabled veteran in other alternate means, such as on disc or in audio recording, as long as the format provided enables the individual who is a disabled veteran to access the contents of a poster.
- d. Ensuring that, with respect to employees, if any, who do not work at a physical location of FlagHouse, FlagHouse satisfies its posting obligations by posting such notices in an electronic format, provided that FlagHouse provides computers, or access to computers, that can access the electronic posting to such employees, or FlagHouse has actual knowledge that such employees otherwise are able to access the electronically posted notices.
- e. Ensuring electronic notices for employees are posted in a conspicuous location and format on FlagHouse's intranet or sent by electronic mail to employees. An electronic posting is used by FlagHouse to notify job applicants of their rights if FlagHouse utilizes an electronic application process. Such electronic applicant notice are conspicuously stored with, or as part of, the electronic application.
- f. Ensuring that to the extent this requirement is applicable to FlagHouse, FlagHouse notifies labor organizations of its EEO policy as required by 41 C.F.R. § 60-300.44(g).
- g. Ensuring FlagHouse includes the provisions of this clause in every subcontract or purchase order in excess of \$150,000, unless exempted by the rules, regulations, or orders of the Secretary of Labor pursuant to VEVRAA, so that such provisions will be binding upon each subcontractor or vendor, under the terms and conditions of 41 CFR § 60-300.5(a), per Federal Acquisition Regulation-Inflation Adjustment of Acquisition-Related Thresholds, 80 FR 38293 (2015).
- h. Ensuring that all solicitations or advertisements for employees placed by or on behalf of FlagHouse, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.
- i. Developing, maintaining and, where appropriate, modifying FlagHouse's AAP for protected veterans, policy statements, personnel policies, internal and external communication techniques including discussions with managers, supervisors and employees to ensure FlagHouse's policies are followed, and monitoring the effectiveness of these actions.
- j. Advising supervisors that they are responsible to prevent harassment of employees due to their status as a protected veteran.

- k. Identifying problem areas with line management in the implementation of the program, and helping management develop solutions to any identifiable problem area.
- l. Designing, implementing and overseeing an audit and reporting system to monitor the progress of the Company and the AAP's effectiveness, including auditing the contents of FlagHouse's electronic and hard copy bulletin boards on a regular basis to ensure that compliance information that is posted is up to date.
- m. Serving as liaison between FlagHouse and governmental enforcement agencies, community groups, vocational rehabilitation organizations, and organizations for protected veterans.
- n. Evaluating the effectiveness of FlagHouse's plan on a regular basis, and reporting to management.
- o. Monitoring policies and procedures including the selection, evaluation, promotion and training process with regard to the various terms and conditions of employment to attempt to ensure compliance with affirmative action obligations.
- p. Assisting in ensuring that FlagHouse has processes and procedures: a) to ensure career counseling for employees who are protected veterans, when requested and appropriate; and, b) to review personnel actions, policies, procedures, and employee and applicants' qualifications to ensure protected veterans are treated in accordance with anti-discrimination laws when hiring, promotion, transfer, and termination actions occur.
- q. Keeping management up to date on the latest developments in the areas of EEO and affirmative action.
- r. Assisting in the investigation, handling and disposition of employee discrimination and harassment complaints.
- s. Conducting periodic reviews of offices to ensure compliance in the areas of proper display of posters and notices, and opportunity for participation in Company-sponsored recreational, educational and social activities.
- t. Overseeing and ensuring that the below self-identification procedures are conducted as set forth in the VEVRAA regulations, using the language and manner prescribed by the OFCCP Director and published on the OFCCP Web site, as follows:
 - i. Pre-offer self-identification invitation procedures for FlagHouse's job applicants as set forth in 41 C.F.R. § 60-300.42 (a); and
 - ii. Post-offer identification procedures for FlagHouse's job applicants as set forth in 41 C.F.R. § 60-300.42 (a).

Further, FlagHouse does not compel or coerce an individual to self-identify as a protected veteran. FlagHouse keeps all information on self-identification confidential, and maintains it in a data analysis file (rather than in the medical or personnel files of individual employees) as set forth in 41 C.F.R. § 60-300.23(d). FlagHouse only uses the self-identification information in accordance with the VEVRAA regulations.

- u. Ensuring that FlagHouse complies with its obligations under 41 C.F.R. § 60-300.45, which requires that FlagHouse establish benchmarks for hiring, the purpose of which is to create a quantifiable method by which FlagHouse can measure its progress toward achieving equal employment opportunity for protected veterans. The benchmarks will be set on an annual basis and will be documented also as set forth in this AAP.
- v. If an applicant identifies himself or herself as a disabled veteran in the post-offer self-identification detailed above, FlagHouse inquires of the applicant whether an accommodation is necessary, and, if so, engages with the applicant regarding reasonable accommodation. FlagHouse may make such inquiries to the extent they are consistent with the Americans with Disabilities Act. FlagHouse maintains a separate file in accordance with Section 60-300.23(d) on persons who have self-identified as disabled veterans.

2. Management Responsibilities
41 C.F.R. § 60-300.44(i)

Line and upper management are advised of their responsibilities for FlagHouse's AAP regarding protected veterans within his or her area of responsibility, including but not limited to their obligations to:

- a. Review FlagHouse's AAP for protected veterans with subordinate managers and supervisors to ensure they are aware of the policy, understand their obligation to comply with it in all personnel actions and understand the need for support at all levels.
- b. Assist in the auditing of plan progress, identification of problem areas, formulation of solutions, establishment of departmental goals and objectives, and development of training programs, when appropriate.
- c. Review the qualifications of applicants and employees in their area of responsibility to ensure protected veterans are treated in a nondiscriminatory manner when hire, promotion, transfer, and termination actions occur.
- d. Review employees' performance to ensure that illegal discrimination regarding protected veterans does not occur.
- e. Make available career counseling to employees who are protected veterans, when so requested, and as appropriate.
- f. Review position descriptions to see that they adequately reflect the job to be performed.
- g. Audit training programs, hiring, and promotion patterns.
- h. Assist subordinates and upper management in the prevention of harassment.
- i. Show support for this AAP.

Affirmative Action Training

41 C.F.R. § 60-300.44(j)

FlagHouse provides training to all personnel involved in the recruitment, screening, selection, promotion, disciplinary and other related processes to ensure its AAP commitments are implemented.

ASSESSMENT OF EXTERNAL OUTREACH AND RECRUITMENT EFFORTS

Assessment: FlagHouse evaluated the effectiveness of outreach and recruitment efforts for qualified veterans during its prior AAP year. During that period, of the applicants who chose to complete the self-identification form, 0.00% self-identified as a protected veteran. As a result, FlagHouse will continue to review and analyze its existing outreach efforts and commit to continue to identify viable partners throughout the year.

DATA COLLECTION ANALYSIS 41 C.F.R. § 60-300.44(k)

FlagHouse documents the following computations or comparisons pertaining to applicants and hires on an annual basis and maintains them for a period of three (3) years:

1. The number of applicants who self-identified as protected veterans pursuant to § 60-300.42(a), or who are otherwise known as protected veterans;
2. The total number of job openings and total number of jobs filled;
3. The total number of applicants for all jobs;
4. The number of protected veteran applicants hired; and
5. The total number of applicants hired.

See Protected Veterans Three Year Data Collection

Protected Veterans Three Year Data Collection

FlagHouse Inc.
 Hasbrouck Heights, NJ

Required Data	June 1, 2017 through May 31, 2018	June 1, 2018 through May 31, 2019	June 1, 2019 through May 31, 2020
Number of applicants who self-identify as protected veterans pre-offer	0	0	0
Total number of job openings	15	31	6
Total number of jobs filled	15	31	6
Total number of applicants for all jobs	0	0	0
Total number of protected veteran applicants hired	0	0	0
Total number of applicants hired	15	10	6

BENCHMARKS FOR HIRING 41 C.F.R. § 60-300.45

Benchmark: The purpose of establishing benchmarks is to create a quantifiable method by which FlagHouse can measure its progress toward achieving equal employment opportunity for protected veterans.

The benchmark is not a rigid and inflexible quota which must be met, nor is it considered either a ceiling or a floor for the employment of particular groups. Quotas are expressly forbidden.

Hiring benchmarks are set by FlagHouse on an annual basis. FlagHouse documents the hiring benchmark it has established each year. FlagHouse retains these records for a period of three (3) years.

The current benchmark for protected veterans for this location is set at 5.7%, which matches the national protected veteran benchmark.

Protected Veteran Hiring Ratio

Total Hires	6
Total Protected Veteran Hires	0
Percentage of Protected Veterans Hires	0%

This location will continue to implement additional recruitment efforts to attract qualified applicants, including protected veterans, for all job openings.

**Affirmative Action Program for
Individuals with Disabilities**

FlagHouse Inc.
Hasbrouck Heights, NJ

**Affirmative Action Program
for
Individuals with Disabilities**

**June 1, 2020 through May 31, 2021
Plan Year**

CONFIDENTIAL, TRADE SECRET, AND PRIVATE MATERIAL

This Affirmative Action Plan contains confidential, trade secret, commercial, and private information of FlagHouse, which is protected from disclosure by the Office of Federal Contract Compliance Programs pursuant to the Trade Secrets Act, 18 U.S.C. § 1905. The release of this information could cause substantial harm to FlagHouse or its employees within the meaning of the Freedom of Information Act ("FOIA"), 5 U.S.C. §§ 552 (b)(3), (4), (6) and (7) and the Trade Secrets Act. FOIA protects information in this document from mandatory disclosure to FOIA requestors. See, e.g., *Chrysler v. Brown*, 441 U.S. 281 (1979). Furthermore, release of any trade secret, confidential statistical or commercial information would be arbitrary and capricious in violation of the Administrative Procedure Act. See, e.g., *CNA Financial Corp. v. Donovan*, 830 F.2d 1132, 1144 (D.C. Cir.), cert. denied, 485 U.S. 977 (1988).

FlagHouse Inc.
Hasbrouck Heights, NJ

**AFFIRMATIVE ACTION PROGRAM
FOR
INDIVIDUALS WITH DISABILITIES**

**June 1, 2020 through May 31, 2021
Plan Year**

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Introduction

FlagHouse Inc. (FlagHouse) sets forth this Affirmative Action Program (“AAP”) for the year from June 1, 2020 through May 31, 2021, reaffirming its commitment to the spirit and letter of affirmative action law. Through the implementation of this plan FlagHouse continues its efforts to comply with Section 503 of the Rehabilitation Act of 1973 (“Section 503”) and its implementing regulations, as amended, and to make the best possible use of personnel while contributing to the betterment of society and the community.

In developing this plan, FlagHouse recognizes its duty to ensure equal employment opportunity for, and to prevent discrimination against, individuals with disabilities. The following statement of policy reinforces that belief.

Equal Employment Opportunity Policy Statement **41 C.F.R. § 60-741.44(a)**

In setting forth this plan FlagHouse reaffirms its belief and commitment in equal employment opportunity for all employees and applicants for employment in all terms and conditions of employment. Donna Luongo, as the EEO Administrator, oversees the plan development, modification, implementation, and reporting requirements and conducts management updates. FlagHouse’s top U.S. executive supports FlagHouse’s AAP.

FlagHouse provides for an audit and reporting system regarding FlagHouse’s affirmative action responsibilities under Section 503 regulations, and assigns overall responsibility for the implementation of affirmative action responsibilities under these regulations.

FlagHouse recruits, hires, trains and promotes persons in all job titles, and ensures that all personnel actions are administered without regard to disability; and ensures that all employment actions are based only on valid job requirements. FlagHouse’s employees and applicants are not subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in or may engage in any of the following activities:

1. filing a complaint with FlagHouse or with Federal, state, or local agencies regarding the status covered under this AAP;
2. assisting or participating in any investigation, compliance review, hearing, or any other activity related to the administration of any Federal, State, or local law requiring equal employment opportunity for individuals with disabilities;
3. opposing any act or practice made unlawful by Section 503 or its implementing regulations, or any other Federal, State or local law requiring equal opportunity for individuals with disabilities; or
4. exercising any other right protected by Section 503 or its implementing regulations in this part.

FlagHouse's full AAP, absent the data metrics required by 41 CFR § 60-741.44(k), is available for inspection upon request. The method of obtaining a copy of the AAP is listed within the affirmative action policy statement physically posted at FlagHouse's establishment.

Review of Personnel Processes

41 C.F.R. § 741.44(b)

1. FlagHouse ensures its personnel processes provide for careful, thorough, and systematic consideration of the job qualifications of applicants and employees with known disabilities for job vacancies filled either by hiring or promotion, and for all training opportunities offered or available.
2. FlagHouse also ensures its personnel processes do not stereotype individuals with disabilities in a manner which limits their access to jobs for which they are qualified.
3. FlagHouse also ensures its applicants and employees with disabilities have equal access to its personnel processes, including those implemented through information and communications technologies.
4. FlagHouse provides necessary reasonable accommodation to ensure applicants and employees with disabilities receive equal opportunity in the operation of personnel processes. FlagHouse periodically reviews such processes and makes any necessary modifications to ensure that these obligations are carried out. FlagHouse designs procedures that facilitate a review of the implementation of this requirement by FlagHouse and the Government. A description of the review and any necessary modifications to personnel processes or development of new processes are included in this AAP, and are as follows:
 - a. The application or personnel form of each known applicant who is an individual with a disability is annotated to identify each vacancy for which the applicant was considered, and the form is quickly retrievable for review by the Department of Labor and FlagHouse's personnel officials for use in investigations and internal compliance activities.
 - b. Where applicants or employees are selected for hire, promotion, or training and FlagHouse undertakes any accommodation which makes it possible for him or her to place an individual with a disability on the job, FlagHouse makes a record containing a description of the accommodation. The record is treated as a confidential medical record in accordance with § 60-741.23(d).

Review of Physical and Mental Job Qualifications

41 C.F.R. § 60-741.44(c)

1. FlagHouse has the following schedule for its review of physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified people with disabilities, such qualifications are job-related for

the position in question and consistent with business necessity, and adheres to this schedule. The schedule is as follows as job openings become available; as new job qualifications are established; and/or, when new equipment is installed.

2. Whenever FlagHouse applies physical or mental qualification standards in the selection of applicants or employees for employment or other changes in employment status such as promotion, demotion or training, to the extent that qualification standards tend to screen out qualified individuals on the basis of disability, the standards are related to the specific job or jobs for which the individual is being considered and consistent with business necessity.
3. FlagHouse may use as a defense to a violation of its obligations in Paragraph 2 above that an individual poses a direct threat to the health or safety of the individual or others in the workplace.
4. No pre-employment physical examinations or questionnaires are used by FlagHouse prior to a job offer contingent on such examinations and other requirements.
5. When FlagHouse conducts a medical examination or inquiry of a person with a disability, it will do so according to the terms and conditions of the Federal Regulations implementing Section 503, and the results of such an examination or inquiry are kept confidential according to Federal regulations, which includes the following exceptions:
 - a. Supervisors and managers may be informed regarding restrictions on the work or duties of the applicant or employee and necessary accommodations;
 - b. First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment; and,
 - c. Government officials engaged in enforcing the laws administered by the OFCCP regarding individuals with disabilities, or enforcing The Americans with Disabilities Act (“the ADA”) and The Americans with Disabilities Act Amendment Act of 2008 (“the ADAAA”), shall be provided relevant information on request.

Reasonable Accommodation to Physical and Mental Limitations

41 C.F.R. § 60-741.44(d)

1. It is FlagHouse's policy, as a matter of nondiscrimination, to make reasonable accommodation to the known physical and mental limitations of all otherwise qualified individuals with a disability, unless FlagHouse can demonstrate that the accommodation would impose an undue hardship on FlagHouse's business. Undue hardship will be determined by its definition under applicable regulations under Section 503 including, but not limited to the following: Undue hardship means, with respect to the provision of an accommodation, significant difficulty or expense incurred by the contractor, when considered in light of the factors set forth in 41 CFR § 741.2 (aa)(2), such as the overall financial resources of the facility and the impact of the accommodation upon the operation of the facility (this is not an all-inclusive list).
2. As a matter of affirmative action, if an employee with a known disability is having significant difficulty performing his or her job and it is reasonable to conclude that the performance problem may be related to the known disability, FlagHouse shall confidentially notify the employee of the performance problem and inquire whether the problem is related to the employee's disability. If the employee responds affirmatively, FlagHouse shall confidentially inquire whether the employee is in need of a reasonable accommodation.

Anti-Harassment Procedures

41 C.F.R. § 60-741.44(e)

FlagHouse has developed and implemented procedures to ensure that its employees are not harassed on the basis of disability.

External Dissemination of Policy, Outreach, and Positive Recruitment

41 C.F.R. § 60-741.44(f)

1. FlagHouse undertakes appropriate outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities. It is not contemplated that FlagHouse will necessarily undertake all the activities listed in Paragraph (f)(2) of this section or that its activities will be limited to those listed. The scope of FlagHouse's efforts shall depend upon all the circumstances, including the contractor's size and resources and the extent to which existing employment practices are adequate.
2. Examples of outreach and recruitment activities. Below are examples of outreach and positive recruitment activities FlagHouse may undertake in accordance with Paragraph 1 of this section.
 - a. Enlisting the assistance and support of the following persons and organizations in recruiting, and developing on-the-job training opportunities for individuals with disabilities, to fulfill its commitment to provide equal employment opportunity for such individuals:

- i. the State Vocational Rehabilitation Service Agency (“SVRA”), State mental health agency, or State developmental disability agency in the area of the contractor's establishment;
 - ii. the Employment One-Stop Career Center (One-Stop) or American Job Center nearest the contractor's establishment;
 - iii. the Department of Veterans Affairs Regional Office nearest FlagHouse’s establishment (www.va.gov);
 - iv. entities funded by the Department of Labor that provide recruitment or training services for individuals with disabilities, such as the services currently provided through the Employer Assistance and Resource Network (EARN) (www.earnworks.com);
 - v. local Employment Network (“EN”) organizations (other than FlagHouse, if FlagHouse is an EN) listed in the Social Security Administration's Ticket to Work Employment Network Directory (www.yourtickettowork.com/endir);
 - vi. local disability groups, organizations, or Centers for Independent Living (CIL) near the contractor's establishment;
 - vii. placement or career offices of educational institutions that specialize in the placement of individuals with disabilities; and
 - viii. private recruitment sources, such as professional organizations or employment placement services that specialize in the placement of individuals with disabilities.
- b. In addition, FlagHouse has considered taking the actions listed below to fulfill its commitment to provide equal employment opportunities to individuals with disabilities. It is not contemplated that FlagHouse will necessarily undertake all of the activities listed below.
- i. Formal briefing sessions held, preferably on FlagHouse’s premises, with representatives from recruiting sources. FlagHouse’s facility tours, clear and concise explanations of current and future job openings, position descriptions, worker specifications, explanations of FlagHouse’s selection process, and recruiting literature are an integral part of any such briefing. At any such briefing sessions, FlagHouse’s official in charge of FlagHouse’s AAP should be in attendance when possible. Formal arrangements are made for referral of applicants, follow up with sources, and feedback on disposition of applicants, from any such briefings.

- ii. FlagHouse's recruitment efforts at all educational institutions incorporate special efforts to reach students who are individuals with disabilities.
 - iii. FlagHouse makes an effort to participate in work-study programs for students, trainees, or interns with disabilities in programs found through outreach, such as to State and local schools and universities, and through EARN.
 - iv. Individuals with disabilities may be made available for participation in FlagHouse's career days, youth motivation programs, and related activities in FlagHouse's communities.
 - v. FlagHouse takes any other positive steps it deems necessary to attract individuals with disabilities not currently in the work force who have requisite skills and can be recruited through affirmative action measures. These individuals may be located through State and local agencies supported by the U.S. Department of Education's Rehabilitation Services Administration (RSA) (<http://rsa.ed.gov/>), local Ticket-to-Work Employment Networks, or local chapters of groups or organizations that provide services for individuals with disabilities.
 - vi. FlagHouse, in making hiring decisions, considers applicants who are known to have disabilities for all available positions for which they may be qualified when the position(s) applied for is unavailable.
3. FlagHouse sends written notification of its policy relating to its affirmative action efforts to all its covered federal subcontractors, including covered subcontracting vendors and suppliers, requesting appropriate action on their part.
4. FlagHouse documents all activities it undertakes to comply with the obligations of this section, and retains these documents for a period of three (3) years.

Assessment of External Outreach and Recruitment Efforts

41 C.F.R. § 60-741.44(f)(3)

1. FlagHouse on an annual basis, reviews the outreach and recruitment efforts it has taken over the previous twelve months to evaluate its effectiveness in identifying and recruiting qualified individuals with disabilities. FlagHouse documents each evaluation, including at a minimum the criteria it used to evaluate the effectiveness of each effort and FlagHouse's conclusion as to whether each effort was effective. Among these criteria shall be the data FlagHouse collected pursuant to 41 C.F.R. § 741.44(k) for the current year and the two most recent previous years. If FlagHouse concludes the totality of its efforts were not effective in identifying and recruiting qualified individuals with disabilities, it

identifies and implements alternative efforts listed in Paragraph 2 above to fulfill its obligations.

Internal Dissemination of Policy

41 C.F.R. § 60-741.44(g)

1. FlagHouse recognizes that even a strong outreach program for individuals with disabilities may be ineffective without adequate internal support from its supervisors and employees. Therefore, to ensure greater employee cooperation and participation in FlagHouse's efforts regarding its obligation to engage in affirmative action efforts to employ and advance in employment qualified individuals with disabilities, FlagHouse has developed the following internal procedures. These procedures have been designed to foster understanding, acceptance and support among FlagHouse's executive, management, supervisory, and other employees to encourage such persons to take the necessary actions to aid the contractor in meeting this obligation.
2. FlagHouse implements and disseminates this policy internally as follows:
 - a. includes the policy in FlagHouse's policy manual or otherwise makes the policy available to employees; and
 - b. where FlagHouse is a party to a collective bargaining agreement, it notifies union officials and/or employee representatives of the contractor's policy and request their cooperation;
3. Below are some of the other methods FlagHouse may additionally use to implement and disseminate this policy internally:
 - a. informs all employees and prospective employees of FlagHouse's commitment to engage in affirmative action to increase employment opportunities for individuals with disabilities;
 - b. periodically schedules special meetings with all employees to discuss the policy and explain individual employee responsibilities;
 - c. publicizes the policy in FlagHouse's newspaper, magazine, annual report and other media;
 - d. conducts special meetings with executive, management, and supervisory personnel to explain the intent of the policy and individual responsibility for effective implementation making clear FlagHouse's chief executive officer's support for the affirmative action policy;
 - e. discusses the policy thoroughly in both employee orientation and management training meetings;
 - f. includes articles on accomplishments of individuals with disabilities in FlagHouse's publications; and

- g. when employees are featured in employee handbooks and similar publications, includes individuals with disabilities.

Audit and Reporting System

41 C.F.R. § 60-741.44(h)

FlagHouse has designed and has implemented an audit and reporting system that:

1. Measures the effectiveness of FlagHouse's affirmative action program.
2. Indicates any need for remedial action.
3. Determines the degree to which FlagHouse's affirmative action objectives have been attained.
4. Determines whether known individuals with disabilities have had the opportunity to participate in all company sponsored-educational, training, recreational and social activities.
5. Measures FlagHouse's compliance with the AAP's specific obligations.
6. Documents the actions taken to comply with the obligations of Paragraphs (1) through (5) of this section, and retain these documents as employment records for a period of three years from the date of making of the record.
7. Where FlagHouse, upon its review, finds its AAP to be deficient and need further progress, FlagHouse undertakes necessary action to bring the program into compliance.

Responsibility for Implementation of the Plan

41 C.F.R. § 60-741.44(i)

1. Identification and Responsibilities of the EEO/AA Administrator. 41 C.F.R. § 60-741.44(i)

In furtherance of FlagHouse's commitment to Affirmative Action and Equal Employment Opportunity, overall responsibility for implementing FlagHouse's AAP rests with its EEO/AA Administrator, whose identity appears on all internal and external communications regarding FlagHouse's AAP. The EEO/AA Administrator has been given the necessary senior management support and staff to manage the implementation of this AAP. Specifically, Donna Luongo or the designated representative's duties include the following, all of which are administered in accordance with the Section 503 regulations:

- a. Ensuring FlagHouse posts in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the OFCCP Director provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as FlagHouse's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.
- b. Ensuring FlagHouse's applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee

- (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair) when an applicant or employee requests the poster in an alternative format, or when FlagHouse knows that an applicant or employee is unable to read the poster because of a disability. FlagHouse may also provide the poster to an applicant or employee with a disability in other alternate means, such as on disc or in audio recording, as long as the format provided enables the individual with a disability to access the contents of a poster.
- c. Ensuring that, with respect to employees, if any, who do not work at a physical location of FlagHouse, FlagHouse satisfies its posting obligations by posting such notices in an electronic format, provided that FlagHouse provides computers, or access to computers, that can access the electronic posting to such employees, or FlagHouse has actual knowledge that such employees otherwise are able to access the electronically posted notices.
 - d. Ensuring electronic notices for employees are posted in a conspicuous location and format on FlagHouse's intranet or sent by electronic mail to employees. An electronic posting is used by FlagHouse to notify job applicants of their rights if FlagHouse utilizes an electronic application process. Such electronic applicant notice are conspicuously stored with, or as part of, the electronic application.
 - e. Ensuring that to the extent this requirement is applicable to FlagHouse, FlagHouse notifies labor organizations of its EEO policy as required by 41 C.F.R. § 60-741.44(g).
 - f. Ensuring FlagHouse includes the provisions of this clause in every subcontract or purchase order in excess of \$15,000 under the terms and conditions of 41 CFR 60-741.5(a), per Federal Acquisition Regulation-Inflation Adjustment of Acquisition-Related Thresholds, 75 FR 53129 (2010).
 - g. Ensuring that all solicitations or advertisements for employees placed by or on behalf of FlagHouse, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.
 - h. Developing, maintaining and, where appropriate, modifying FlagHouse's AAP for individuals with disabilities, policy statements, personnel policies, internal and external communication techniques including discussions with managers, supervisors and employees to ensure FlagHouse's policies are followed, and monitoring the effectiveness of these actions.
 - i. Advising supervisors that they are responsible for preventing harassment of employees due to their status as individuals with disabilities.
 - j. Ensuring affirmative action training is conducted in accordance with 41 C.F.R. § 60-741.44(j).
 - k. Identifying problem areas with line management in the implementation of the program, and helping management develop solutions to any identifiable problem area.
 - l. Designing, implementing and overseeing an audit and reporting system to monitor the progress of FlagHouse and the AAP's effectiveness, including auditing the contents of

FlagHouse's electronic and hard copy bulletin boards on a regular basis to ensure that compliance information that is posted is up to date and accessible to applicants and employees with disabilities.

- m. Serving as liaison between FlagHouse and governmental enforcement agencies, community groups, vocational rehabilitation organizations, and organizations for individuals with disabilities.
- n. Evaluating the effectiveness of FlagHouse's plan on a regular basis, as described in this AAP, and reporting to management.
- o. Monitoring policies and procedures including the selection, evaluation, promotion and training process with regard to the various terms and conditions of employment to attempt to ensure compliance with affirmative action obligations.
- p. Overseeing FlagHouse's processes and procedures: a) to ensure that career counseling for employees with known disabilities, when requested and appropriate; and, b) to review personnel actions, policies, procedures, and employee and applicants' qualifications to ensure individuals with disabilities are treated in accordance with anti-discrimination laws when hiring, promotion, transfer, and termination actions occur.
- q. Keeping management up to date on the latest developments in the areas of EEO and affirmative action.
- r. Assisting in the investigation, handling and disposition of employee discrimination and harassment complaints.
- s. Conducting periodic reviews of offices to ensure compliance in the areas of proper display of posters and notices, and opportunity for participation in Company-sponsored recreational, educational and social activities.
- t. Overseeing and ensuring that the below self-identification procedures are conducted as set forth in the Section 503 regulations, using the language and manner prescribed by the OFCCP Director and published on the OFCCP Web site, as follows:
 - i. Pre-offer self-identification invitation procedures for FlagHouse's job applicants as set forth in 41 C.F.R. § 60-741.42 (a);
 - ii. Post-offer identification procedures for FlagHouse's job applicants as set forth in 41 C.F.R. § 60-741.42 (a); and
 - iii. Self-identification invitation procedures for FlagHouse's employees as set forth in 41 C.F.R. § 60-741.42 (a).

Ensuring that FlagHouse does not compel or coerce an individual to self-identify as an individual with a disability, and that FlagHouse keeps all information on self-identification confidential, and maintains it in a data analysis file (rather than in the medical files of individual employees) as set forth in 41 C.F.R. § 60-741.23(d). FlagHouse only uses the self-identification information may be used only in accordance with the Section 503 regulations.

- u. Ensuring that FlagHouse annually evaluates its utilization of individuals with disabilities in each job group, or in its entire workforce in accordance with 41 C.F.R. § 60-741.45, including the following:
 - i. Ensuring that when the percentage of individuals with disabilities in one or more job groups, or in FlagHouse's entire workforce, as applicable, is less than the utilization goal established in the Section 503 regulations, FlagHouse takes steps to determine whether and where impediments to equal employment opportunity exist. When making this determination, FlagHouse assesses its personnel processes, the effectiveness of its outreach and recruitment efforts, the results of its affirmative action program audit, and any other areas that might affect the success of its AAP.
 - ii. Ensuring that FlagHouse develops and executes action-oriented programs designed to correct any identified problem areas. These action-oriented programs may include the modification of personnel processes to ensure equal employment opportunity for individuals with disabilities, alternative or additional outreach and recruitment efforts from among those listed in 41 CFR § 60-741.44 (f)(1) and (f)(2), and/or other actions designed to correct the identified problem areas and attain the established goal.

2. Management Responsibilities 41 C.F.R. § 60-741.44(i)

Line and upper management are advised of their responsibilities for FlagHouse's AAP regarding individuals with disabilities within his or her area of responsibility, including but not limited to their obligations to:

- a. Review FlagHouse's AAP for individuals with disabilities with subordinate managers and supervisors to ensure they are aware of the policy, understand their obligation to comply with it in all personnel actions and understand the need for support at all levels.
- b. Assist in the auditing of plan progress, identification of problem areas, formulation of solutions, establishment of departmental goals and objectives, and development of training programs, when appropriate.
- c. Review the qualifications of applicants and employees in their area of responsibility to ensure qualified individuals with disabilities are treated in a nondiscriminatory manner when hire, promotion, transfer, and termination actions occur.
- d. Review employees' performance to ensure that illegal discrimination regarding individuals with disabilities does not occur.
- e. Make available career counseling to employees with known disabilities, when so requested, and as appropriate.
- f. Review position descriptions to see that they adequately reflect the job to be performed.

- g. Audit training programs, hiring, and promotion patterns.
- h. Assist employees and other members of management in the prevention of harassment.
- i. If an employee with a known disability is having significant difficulty performing his or her job and it is reasonable to conclude that the performance problem may be related to the known disability, confidentially notify the employee of the performance problem and inquire whether the problem is related to the employee's disability. If the employee responds affirmatively, FlagHouse shall confidentially inquire whether the employee is in need of a reasonable accommodation.
- j. Show support for FlagHouse's AAP.

Affirmative Action Training

41 C.F.R. § 60-741.44(j)

FlagHouse provides training and guidance to all personnel who are involved in the recruitment, screening, selection, promotion, disciplinary and other related processes to ensure that its AAP commitments are implemented.

ASSESSMENT OF EXTERNAL OUTREACH AND RECRUITMENT EFFORTS

Assessment: FlagHouse evaluated the effectiveness of outreach and recruitment efforts for qualified individuals with disabilities during its prior AAP year. During that period, of the applicants who chose to complete the self-identification form, 0.00% self-identified as an individual with disability. As a result, FlagHouse will continue to review and analyze its existing outreach efforts and commit to continue to identify viable partners throughout the year.

DATA COLLECTION ANALYSIS 41 C.F.R. § 60-741.44(k)

FlagHouse documents the following computations or comparisons pertaining to applicants and hires on an annual basis and maintains them for a period of three years:

1. The number of applicants who self-identified as individuals with disabilities pursuant to § 60-741.42(a), or who are otherwise known to be individuals with disabilities;
2. The total number of job openings and total number of jobs filled;
3. The total number of applicants for all jobs;
4. The number of applicants with disabilities hired; and
5. The total number of applicants hired.

See Individuals with Disabilities Three Year Data Collection

Individuals with Disabilities Three Year Data Collection

FlagHouse Inc.
Hasbrouck Heights, NJ

Required Data	June 1, 2017 through May 31, 2018	June 1, 2018 through May 31, 2019	June 1, 2019 through May 31, 2020
Number of applicants who self-identify as individuals with disabilities pre-offer	0	0	0
Total number of job openings	15	31	6
Total number of jobs filled	15	31	6
Total number of applicants for all jobs	0	0	0
Total number of applicants with disabilities hired	0	0	0
Total number of applicants hired	15	10	6

UTILIZATION ANALYSIS 41 C.F.R. § 60-741.45

41 CFR § 60-741.45 Utilization goals. The utilization goal is not a rigid and inflexible quota which must be met, nor is it considered either a ceiling or a floor for the employment of particular groups. These goals are not quotas.

Goal: OFCCP has currently established a utilization goal of 7 percent for employment of qualified individuals with disabilities for each job group in FlagHouse's workforce.

Purpose. The purpose of the utilization goal is to establish a benchmark against which FlagHouse measures the representation of individuals with disabilities within each job group in its workforce. The utilization goal serves as an equal employment opportunity objective that should be attainable by complying with all aspects of the affirmative action requirements of the applicable Section 503 regulations.

Utilization Analysis (Individuals with Disabilities)

FlagHouse Inc.

Hasbrouck Heights, NJ

Plan Date: 06/01/2020

Job Group	Group Size	IWD Employment Count	IWD Employment %	7% Goal Met?	Problem Areas (if any) and Action - Oriented Programs (where utilization goal not met)
1.1 - Executives/Sr Level Mgmt	2	0	0	No	Will review outreach and recruitment effort and adjust accordingly to attract more qualified applicants.
1.2 - First/Mid-Level Mgmt	3	0	0	No	Will review outreach and recruitment effort and adjust accordingly to attract more qualified applicants.
2 - Professionals	7	0	0	No	Will review outreach and recruitment effort and adjust accordingly to attract more qualified applicants.
4 - Sales Workers	8	0	0	No	Will review outreach and recruitment effort and adjust accordingly to attract more qualified applicants.
5 - Administrative Support	17	0	0	No	Will review outreach and recruitment effort and adjust accordingly to attract more qualified applicants.
8 - Laborers and Helpers	18	0	0	No	Will review outreach and recruitment effort and adjust accordingly to attract more qualified applicants.



Association of Educational Purchasing Agencies
Tabulation Report IFB #023-D - School & Instructional
Supplies
Vendor: Just Right Reader, Inc.

General Comments:

- General Attachments:** [3% Discount Catalog.pdf](#)
AEPA 023-D Part D - Questionnaire - School - Inst. - FINAL copy.pdf
AEPA 023-D Part F - Discount Pricing Workbook - School - Inst. - FINAL.xlsx
Exhibit A .pdf
[Full Library Catalog.pdf](#)
Part E.pdf



Part D - Questionnaire

AEPA 023-D

School & Instructional Supplies

Instructions

This questionnaire contains forms and requests for information required by AEPA for vendor evaluation for responsiveness and responsibility.

To submit the required forms, follow these steps:

1. Read the documents in their entirety.
2. Respondents must use Part D – Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested.
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “**Part D – Questionnaire – Name of Company**”.
5. Submit Part D, along with other required documents in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled “Part D – Questionnaire – Name of Company”:

[Company Information](#)

[Service Questionnaire](#)

[Exceptions](#)

[Deviations](#)

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 367 14th Avenue
City, State, zip code San Francisco, CA 94118
Phone 415-209-5869
How long at this address? 3 Years

Business Branch Location(s)

Branch Address _____
City, State, zip code _____
Branch Address _____
City, State, zip code _____
Branch Address _____
City, State, zip code _____
Branch Address _____
City, State, zip code _____

**If more branch locations exist, insert information here or add another sheet with the above information.*

Sales History

Provide your business's annual sales for in the United States by the various public segments.

	2020	2021	2022 YTD
K-12 (public & private), Educational Service Agencies	21,937.21	196,393.10	6,358,276.66
Higher Education Institutions	0.00	0.00	34,220.00
Counties, Cities, Townships, Villages	0.00	431,833.25	24,816.01
States	0.00	0.00	0.00
Other Public Sector & Non-profits	0.00	11,710.49	1,977.22
Private Sector	262,387.35	498,977.46	257,837.93
Total	292,005.81	1,138,914.30	6,705,667.32

Provide your business's annual sales for **products and services that meet this solicitation's scope of work** in the United States by the various public segments.

	2020	2021	2022 YTD
K-12 (public & private), Educational Service Agencies	21,937.21	196,393.10	6,358,276.66
Higher Education Institutions	0.00	0.00	34,220.00
Counties, Cities, Townships, Villages	0.00	431,833.25	24,816.01
States	0.00	0.00	0.00
Other Public Sector & Non-profits	0.00	11,710.49	1,977.22
Private Sector	262,387.35	498,977.46	257,837.93
Total	292,005.81	1,138,914.30	6,705,667.32

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	Julianne DeMartino	Business Development Manager	845-793-1185	rfp@justrightreader.com
Sales Manager	Meredith Fascett	Operations	415-209-5869	meredith@justrightreader.com
Customer & Support Manager	Kayla Guitierrez	Support	415-209-5869	kayla@justrightreader.com
Distributors, Dealers, Installers, Sales Reps	Julianne DeMartino	Business Development Manager	845-793-1185	rfp@justrightreader.com
Consultants & Trainers	Sara Rich	CEO	415-572-7952	sara@justrightreader.com
Technical, Maintenance & Support Services	Meredith Fascett	Operations	415-209-5869	meredith@justrightreader.com
Quotes, Invoicing & Payments	Purchase Orders	Accounting & Finance	415-209-5869	schools@justrightreader.com
Warranty & After the Sale	Meredith Fascett	Operations	415-209-5869	meredith@justrightreader.com
Financial Manager	Eric Anderson	Accounting & Finance	415-209-5869	schools@justrightreader.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
25	United States	Multiple

Describe how your company will implement training and knowledge of the contract with your respective sales force. Furthermore, describe how your company plans to support and train your sales force on a national, regional, or local level and generally assist with the education of sales personnel about the resulting contract.

Click or tap here to enter text. Initial training sessions during the first week of contract and ongoing training plus updates to regions as needed.

What is your company's plan, if your company were awarded the contract, to service up to 29 states. Describe if your company has a national sales force, dealer network, or distributor(s) with the ability to call on eligible agencies in the participating states in AEPA.

Click or tap here to enter text. We have a large sales force with a call center for servicing 29 plus states. We also have mass quantities of books ready to ship and relationships with many printing companies across the US to accommodate volume and location of orders.

Products, Services & Solutions

Provide a description of the Products, Services & Solutions to be provided by the product category set forth in Part B - Specifications. The primary objective is for each Supplier to provide its complete product, service, and solutions offerings that fall within the scope of this solicitation so that participating agencies may order a range of products as appropriate for their needs.

Click or tap here to enter text. Decodable Books Pre-K - 2nd Grade

Distribution

Describe how your company proposes to distribute the products and services nationwide, regionally, or at the local level. We plan to use our current model, which includes supporting a high volume of k-12 schools across the US.

Click or tap here to enter text.

Service/Support and Distribution Centers: Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Center Type	City	State
Headquarters	San Francisco	California
Service Center	Houston	Texas
Sales Center	Kansas City	Missouri
Printing Services	Multiple	Multiple

Describe the criteria and process by which your company selects and approves subcontractors, distributors, installers, and other independent services.

Click or tap here to enter text. We do not use subcontractors. When determining how to partner with printing companies we use references, interviews and trial prints in order to determine if the partnership will be successful and meet the needs of our clients.

Provide a list of current subcontractors, distributors, installers, and other independent service providers who are contracted to perform the type of work outlined in this solicitation in the member agency states. Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

Click or tap here to enter text. Printing Services, Sales & Customer Service call centers. Contractors for marketing, contract management and consulting for implementation.

If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

Click or tap here to enter text. We make all efforts to support and partner with MWBE and HUBs if possible.

If applicable, describe other ways your company can be sensitive to a participating agencies desire to utilize local and/or MWBE companies, such as the number of local employees and offices with a geographic region, companies your firm uses that may be local (i.e. delivery company), your own company's diversity of owner employees, etc.

Click or tap here to enter text. N/A

If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

Click or tap here to enter text. N/A

Marketing

Key Marketing Contact(s): List the name(s), title(s) and contact information of the business's key national and regional marketing office(s). *To insert more rows, hit the tab key from the last field in the Email column.*

Name	Title	Phone	Email
Rosalie Simkins	Marketing Director	415-209-5869	rosalie@justrightreader.com

Describe how this business marketed its products and services to schools, nonprofit organizations, and other public sector audiences in Fiscal Year 2021– 2022 (July 1 – June 30). List all conventions, conferences, and other events at which this company exhibited.

Click or tap here to enter text. We participate in the public sector RFP process, attend conferences, hold conferences for school leaders and educators, and use consultants to expand our reach within the K-12 public sector.

Describe how your company will market the resulting contract to eligible Member Agencies. Describe how your company differentiates the new agreement from existing contracts that your company may hold today. Please be specific and detailed in your response.

Click or tap here to enter text. This will be a new marketing initiative with interactive video marketing boxes specific to this contract for district leaders, superintendents and school leaders.

Cooperative Marketing. Describe ways in which your company will collaborate with AEPA Member Agencies in marketing the resulting contract. Submit any supplemental materials as PDFs and title it Exhibit A – Marketing Plan.

- Process on how the contract will be launched to current and potential agencies.
- The ability to produce and maintain in full color print advertisements in camera-ready electronic format, or electronic advertisements, including company logos and contact information.
- Anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract.
- How the contract award will be displayed/linked on the Respondent’s website.

Click or tap here to enter text. See Exhibit A.

Environmental Initiatives

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

Click or tap here to enter text. We use electronic correspondence for billing and purchasing. We also offer e-books.

Indicate if your company has any products in your offering that have any third-party environmental certifications.

Click or tap here to enter text. No.

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

Click or tap here to enter text. We seek printing companies and other partners who make efforts to reduce their footprint. Our books are printed so we try to make up for the printing with other initiatives such as paperless billing and offering an online e-library of titles.

Describe what percentage of your offering is environmentally preferable and what are your company’s plans to improve this offering.

Click or tap here to enter text. Just Right Reader is planning full online library for all grade levels with a platform for students to have their skills measured as they read. This effort will reduce the number of books we print in the next five years.

Additional Information

Describe any/all features, advantages and benefits of your organization that you feel will provide additional value and benefit to a participating AEPA agency.

Click or tap here to enter text. See Exhibit A.

If applicable, describe your company’s ability to integrate into other ecommerce sites:

Include details about your company’s ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).

Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.

Click or tap here to enter text. N/A

Disclosures

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

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

References

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

Agency	Name	Title	Phone Number	Email
1. White County Schools	Dr. MaryKay Berry	Director	(706) 865-2315	marykay.berry@white.k12.ga.us
2. Fulton County Schools	Dr. Gyimah Whitaker	Deputy Chief Academic Officer	(470) 254-4578	whitakerg1@fultonschools.org
3. Hayward Unified School District	Dr. Lisa Davies	Assistant Superintendent	(510) 784-2600 x 7265	ldavies@husd.us
4. San Francisco Unified SD	Teresa Shipp	Director of College & Career Readiness	(415) 846-9582	shippt@sfusd.edu
5. Crown Point Christian School	Patty Sparks	Director of Learning	(219) 365-5694	psparks@crownpointchristian.org

Service Questionnaire

The following chart indicates which AEPA Member States intend to participate in this solicitation category. Respond to Yes/No and choice questions by using an (X). **Note: A Respondent must be willing and able to deliver the proposed products and/or services to 90% of the participating AEPA Member States.**

AEPA Member States	Participating in this category.	In which states has this company sold products/services in the past 3 years? (Place an X where applicable)	If awarded, which states does this company propose to sell in? (Place an X where applicable)	Indicate which states this company has sales reps, distributors or dealers in. (Place an X where applicable)
California	Yes	X	X	X
Colorado	Yes	X	X	X
Connecticut	Yes	X	X	
Florida	Yes	X	X	
Georgia	Yes	X	X	
Illinois	Yes	X	X	
Indiana	Yes	X	X	
Iowa	Yes	X	X	
Kansas	Yes	X	X	X
Kentucky	Yes	X	X	
Massachusetts	Yes	X	X	
Michigan	Yes	X	X	
Minnesota	Yes	X	X	

Missouri	Yes	X	X	
Montana	Yes	X	X	
Nebraska	Yes	X	X	
New Jersey	No	X	X	
New Mexico	Yes	X	X	
North Dakota	Yes		X	
Ohio	Yes	X	X	
Oregon	Yes	X	X	
Pennsylvania	Yes	X	X	
South Carolina	Yes	X	X	
Texas	Yes	X	X	X
Virginia	Undecided	X	X	
Washington	Yes	X	X	
West Virginia	Yes	X	X	
Wisconsin	Yes	X	X	
Wyoming	Yes	X	X	

e-Commerce: Does this business have an e-commerce website? _____ **No** X **Yes**
 If YES, what is the website? www.justrightreader.com

Customer and Support Service: It is understood depending on the type, kind and level of products and/or services being proposed in response to this solicitation will impact and determine the type and level of services required and these are identified in Part B Specifications of this solicitation.

Does this business have online customer support options? _____ **No** X **Yes**
 Does this business have a toll-free customers support phone option? _____ **No** X **Yes**
 Does this business offer local customer and support service options? _____ **No** X **Yes**

State your normal delivery time (in days) and any options for expediting delivery.
 Click or tap here to enter text. 14-20 Business Days

State your backorder policy. Do you fill the order when available, or cancel the order and require participating agencies to reorder if items are backordered?
 Click or tap here to enter text. We print high volumes of books in order to avoid backorder as an investment to our customer service. We do not cancel orders if items are backordered.

Describe your company's payment terms as well as any quick pay discounts.
 Click or tap here to enter text. Net 30

State your company's return policy and any applicable State restocking fees.
 Click or tap here to enter text. We accept returns within 30 days with no restocking fees.

Describe any special program that your company offers that will improve customers' ability to access products, on-time delivery, or other innovative strategies.
 Click or tap here to enter text. We have many ways schools can submit orders including phone, fax, email or Zoom call.

Pricing

Is your pricing methodology guaranteed for the term of the contract? _____ No Yes

Will you offer customized price lists to participating entities as encouraged per the pricing terms of Part A? _____ No Yes

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

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

Competitiveness: In order for your response to be considered, your company must offer AEPA prices that are equal to or lower than those normally offered to individual entities or cooperatives with equal or lower volume.

Is the pricing that is proposed to AEPA equal to or lower than pricing your company offers to individual entities or cooperatives with equal to or lower volume? _____ No Yes

Indicate which of the following apply and the **level of competitive range** you are offering in response to this solicitation.

Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.

_____ Pricing is LESS THAN individual customer and/or cooperatives. Lower by _____%

Cooperative Contracts: Does your business currently have contracts with other cooperatives (local, regional, state, national)? _____ No Yes

If YES, identify which cooperative and the respective expiration date(s).

Click or tap here to enter text. Region 7 ESC and Region 16

If YES, and your business is awarded an AEPA contract, explain which contract your business will lead with in marketing and sales representative presentations (sales calls)?

Click or tap here to enter text.

Administrative Fee: Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. Mark with an "X".	
	The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling, administrative fee and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency.
<input checked="" 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.
	The pricing for the products and/or services includes ALL (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.

Leasing: Do your business offer leasing arrangements under this solicitation? No _____ Yes

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

Click or tap here to enter text.

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

Responsibilities	Yes, indicate with an "X"	No, indicate with an "X"
1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the AEPA contract.	X	
2. Train and educate sales staff on what the AEPA contract is: including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.	X	
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The marketing plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.	X	
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.	X	
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, the Vendor Partner is required to submit a \$0 report to the AEPA Member Agency.	X	
6. Have ongoing communication with the Category Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.	X	
7. Attend two (2) AEPA meetings each year (see Part A)	X	
8. Participate in national and local conference trade shows to promote the AEPA contracts including, but not limited to the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).	X	
9. Increase sales over the term of the contract with all participating AEPA Member Agencies.	X	

Exceptions

Instructions:

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

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

IFB Section and Page Number	Outline Number	Term and Condition	Exception

Deviations

Instructions:

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

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

Outline Number Part B	Specification (describe)	Details of Deviation



Association of Educational
PURCHASING AGENCIES

Part E – Signature Forms

AEPA 023-D

School & Instructional Supplies

Instructions

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

To submit the required signed forms, follow these steps:

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

*Note, a bid checklist has been provided to review with your submission.

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

Uniform Guidance "EDGAR" Certification Form – *signature required

Bid Affidavit – *signature required

Acceptance of Bid & Contract Award – *signature required

Uniform Guidance "EDGAR" Certification Form

2 CFR Part 200

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

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

1. Violation of Contract Terms and Conditions

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

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent's return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency's purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency's purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency's provision shall control.

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Respondent is required to pay wages

to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent's acceptance of wage determination.

Respondent further agrees that is shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Respondent agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, Respondent agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Respondents that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 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).

13. Governing Law; Forum Selection.

Respondent acknowledges and agrees that any legal action or proceeding in which the Association of Educational Purchasing Agencies, Inc. ("AEPA"), is a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the Commonwealth of Kentucky, and must be brought and determined in the state courts of the Commonwealth of Kentucky in Warren County, Kentucky, or the United States Western District of Kentucky (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

Respondent further acknowledges and agrees that any legal action or proceeding in which a party includes a participating agency, but does not include AEPA as a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the state in which the participating agency is domiciled, and must be brought and determined in the state in which the participating agency is domiciled (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

By initialing the table (1-13) and signing below, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	Respondent Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	Yes, I agree	JD
2. Termination for Cause of Convenience	Yes, I agree	JD
3. Equal Employment Opportunity	Yes, I agree	JD
4. Davis-Bacon Act	Yes, I agree	JD
5. Contract Work Hours and Safety Standards Act	Yes, I agree	JD
6. Right to Inventions Made Under a Contract or Agreement	Yes, I agree	JD
7. Clean Air Act and Federal Water Pollution Control Act	Yes, I agree	JD
8. Debarment and Suspension	Yes, I agree	JD
9. Byrd Anti-Lobbying Amendment	Yes, I agree	JD
10. Procurement of Recovered Materials	Yes, I agree	JD
11. Profit as a Separate Element of Price	Yes, I agree	JD
12. General Compliance with Participating Agencies	Yes, I agree	JD
13. Governing Law; Forum Selection.	Yes, I agree	JD

Just Right Reader, Inc.

Name of Business

Signature of Authorized Representative

Julianne DeMartino

Printed Name

09/08/2022

Date

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the **Member Agency**, or any employee thereof, or any person, business or corporation under contract with the **Member Agency** whereby the Respondent, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the **Member Agency**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

Julianne DeMartino

367 14th Ave

Authorized Representative (Please print or type)

Mailing Address

Business Development Manager

San Francisco, CA 94118

Title (Please print or type)

City, State, Zip

09/08/2022

Signature of Authorized Representative

Date

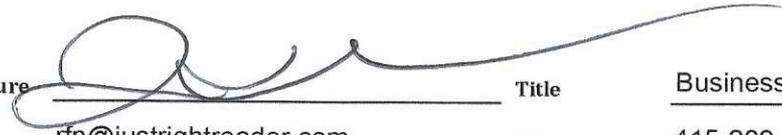


Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	<u>Just Right Reader, Inc.</u>	Date	<u>09/08/2022</u>
Address	<u>367 14th Ave</u>	City, State Zip	<u>San Francisco, CA 94118</u>
Contact Person	<u>Julianne DeMartino</u>	Title	<u>Business Development Manager</u>
Authorized Signature		Title	<u>Business Development Manager</u>
Email	<u>rjp@justrightreader.com</u>	Phone	<u>415-209-5869 or 877-415-READ</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2024 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency _____

Authorized Representative _____

Awarded this	day of	Contract Number
Contract to commence	<u>3/1/2023</u>	Or
(Member Agency to select)		

Solicitation Checklist

Instructions: Utilize the checklist below, reviewing to confirm that all the required documents have been uploaded to Public Purchase, in their specified/required format, by the due date and time listed for this solicitation. Submissions not following the specified/required format may result in being marked non-responsive and may not be considered for evaluation. Respondents are reminded that failure to follow, comply with, and adhere to the enclosed instructions of this solicitation may result in their response being deemed non-responsive. AEPA, its Member Agencies, affiliate agencies, and authorized representatives are not responsible for bid proposals that are incomplete, unreadable, or received after the solicitation deadline submission date.

"x"	Document Title, Uploaded to Public Purchase (Respondent must submit documents in the required title/format)	Format of Uploaded Document	Notes
	Bid Bond - if Required, see Part B if applicable.	Upload PDF copy. The original must be received by Lakes Country Service Cooperative by due date and time.	Send to Lakes Country Service Cooperative.
	Part C - State-Specific Forms - Name of Responding Company	Single, Scanned PDF	New Jersey Only Requirement. Signatures Required.
	Part D - Questionnaire - Name of Responding Company Includes: <ul style="list-style-type: none"> • Company Information • Service Questionnaire • Exceptions • Deviations 	Single, Scanned PDF	Required.
	Part E - Signature Forms - Name of Responding Company Includes: <ul style="list-style-type: none"> • Uniform Guidance "EDGAR" Certification • Bid Affidavit • Acceptance of Bid & Contract Award 	Single, Scanned PDF	Required. Signatures required.
	Part F - Pricing Schedule - Name of Responding Company	Excel Workbook	Required.
	Price List and/or Catalog - Name of Responding Company	Upload PDF	Required.
	Exhibit A - Marketing Plan - Name of Responding Company	Scanned PDF	Optional. Form not provided by AEPA, Respondent Created



Part F.1 – Catalog Discount for Items in a Commercially Available Catalog

AEPA #023-D School & Instructional Supplies

Bidding Company Name:

Just Right Reader, Inc.

Name of Catalog:

(This must be the catalog in effect as of the bid date)

Just Right Reader Decodables

Note: Groupings to be defined by Bidder and can be by sub-category, manufacturer, etc.

Part F.1 is a REQUIRED FORM

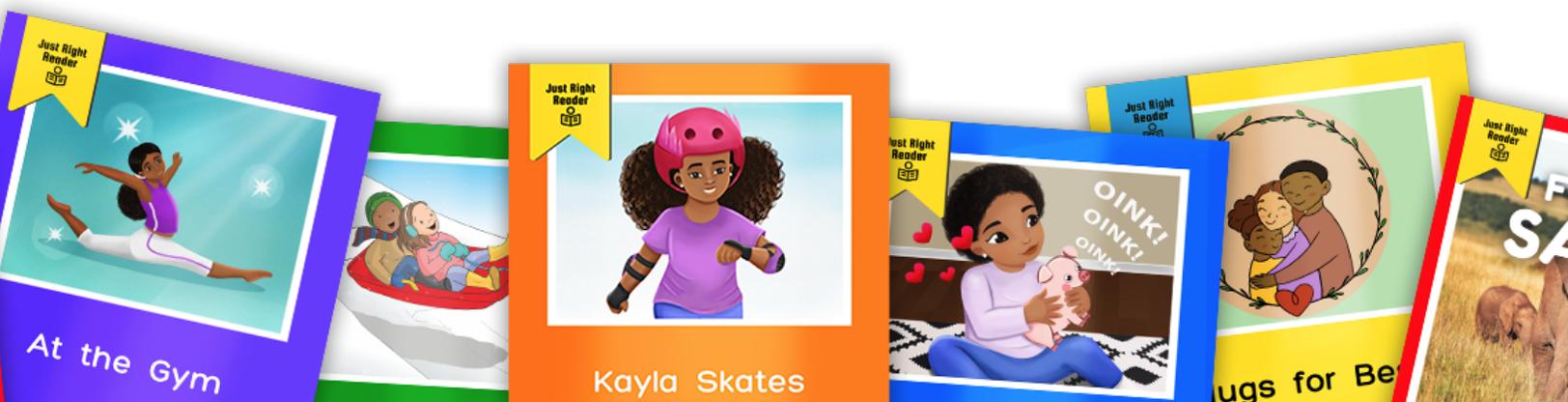
No.	Grouping of Discount	Discount Offered for This Grouping	Comments
1	Entire Catalog	3%%	See attached full catalog with original pricing and AEPA discount rate.
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EXHIBIT A - SUPPLEMENTAL MATERIALS

Prepared For:
Association of Educational Purchasing Agencies
IFB AEPA #023-D
School & Instructional Supplies

Due Sep 13, 2022

Submitted By:
Just Right Reader, Inc.
11807 Westheimer Road Suite 550, #786
Houston, TX 77077
TEL: (415) 209-5869
FAX: (415) 480-8322
TOLL-FREE: (877) 415-READ
rfp@justrightreader.com
justrightreader.com



Educators developed Just Right Reader decodable books after observing the challenges of teaching students how to read and become phonemically proficient. As a former educator and principal of the year, our CEO, Sara Rich, knows how to create a successful reading program. Earlier in her career, she observed her students were disengaged and had little interest in reading the assigned books. The factors that played into these reading setbacks were a low volume of books, dull stories and illustrations, and the use of texts that students couldn't read, or decode, using their phonics skills. Mrs. Rich took her findings and collaborated with phonics experts and reading specialists to begin writing a collection of fun and highly effective decodable books grounded in the Science of Reading.

Just Right Reader decodables use the Science of Reading to create a structured phonics method because it is a highly effective way to teach children how to read. Students learn letter sounds in a clear sequence, exploring how those sounds work together and how to break those sounds apart. The scope and sequence of our decodable books guide students during small and whole group learning, with a delicate balance of both structured learning and enrichment to keep students engaged.

Our experience in the public school sector has led to the development of our unique product, Take-Home Decodables, in which students have the opportunity to gain up to 121 books in their home library. We've also learned the power of having a large inventory of books ready to ship at a moment's notice. We are dedicated to investing appropriately to meet the needs of school districts, such as urgency, a fluid working relationship, and fully customized orders to ensure students' success and return on investments for districts.

Our books allow students to experience equitable learning through culturally relevant, engaging texts, which induces a love of reading and a feeling of belonging in a global society. Additionally, our robust set of genres offers inclusive learning opportunities to students through fictional and informational text, which is proven to be the best way for students to learn to read. By offering these critical components to our curriculum structure, our decodables directly align with the Science of Reading.

We are proud to have more than 350 titles in our library of books to support student literacy. We've partnered with literacy experts Dr. Ray Reutzel, Ph.D., and Dr. Heidi Anne Mesmer, who have endorsed our books, helped develop classroom routines for teachers, and ensured our decodables meet the criteria to support student success in reading! Our books are used by school districts in 48 states in the U.S. and Canada. Since 2019 we have placed over 1.6 million books in classrooms and homes!

Just Right Reader decodables follow a scope and sequence designed to support explicit instruction that aligns with the Science of Reading. Our vast library includes a robust selection of fiction and informational texts, which support acquiring knowledge in subjects such as social studies and science. We intentionally designed our library to include informational texts because such content is proven to support emerging and developing readers. It also provides a more inclusive learning experience, as not all students will thrive with fictional stories. The phonics

lessons we include with each book provide ample opportunity to develop phonics skills through the use of high-frequency words, content words, and highly readable words.

Just Right Reader connects students and families to beautifully illustrated, fun, and engaging texts! Our books are an excellent support to foundational reading programs or as a standalone curriculum.

Sincerely,

A handwritten signature in black ink, appearing to read 'Julianne DeMartino', with a long horizontal flourish extending to the right.

Julianne DeMartino
Business Development Manager
rfp@justrightreader.com

Response for Page 6 Section “Cooperative Marketing”

Cooperative Marketing. Describe ways in which your company will collaborate with AEPA Member Agencies in marketing the resulting contract.

- **Process on how the contract will be launched to current and potential agencies.**

We will develop a contract plan of action internally and through communications with AEPA. Our marketing director Rosalie Simkins will launch this initiative along with our CEO Sara Rich, our Director of Operations, Meredith Fascett and our Business Development Manager, Julianne DeMartino.

- **The ability to produce and maintain in full color print advertisements in camera-ready electronic format, or electronic advertisements, including company logos and contact information.**

We have these types of media ready to send out and provide to potential agencies at this time. We also have catalogs and a specific marketing box of sample decodables specific to this contract for districts and elementary schools that fall under this contract.

- **Anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract.**

Our marketing activities for this contract include email marketing campaigns, email webinars for teachers to support their knowledge of decodables and The Science of Reading, in person conferences across the nation held at conference halls that include professional development and an in depth discussion about decodables and The Science of Reading. Finally, we plan to market through sending a sample box of decodables with a video message from our CEO to district leaders, superintendents and school leaders in order to send a clear and informative message about our products.

- **How the contract award will be displayed/linked on the Respondent’s website.**

The contract and partnership with AEPA will be displayed in the About Us section of Just Right Reader, Inc.’s website.

Approach and Methodology

Decodable readers combine decoding and language comprehension through structured, explicit, and cumulative reading and instruction. Decodable reading is understanding what the words say. Comprehension is understanding what the words mean. Just Right Reader decodables are based on the Science of Reading and represent a structured, progressive phonics program. We are driven by the passion for making literacy a universally accessible skill. Staying informed of research developments and new practices is part of Just Right Reader’s commitment to literacy. Below is a model from Nell Duke, a professor at the University of Michigan’s School of Education, who continues to provide tools and research about the correlation between reading and science. This model illustrates the research base of Just Right Reader decodables. See **Figure 1: Active View of Reading** below.

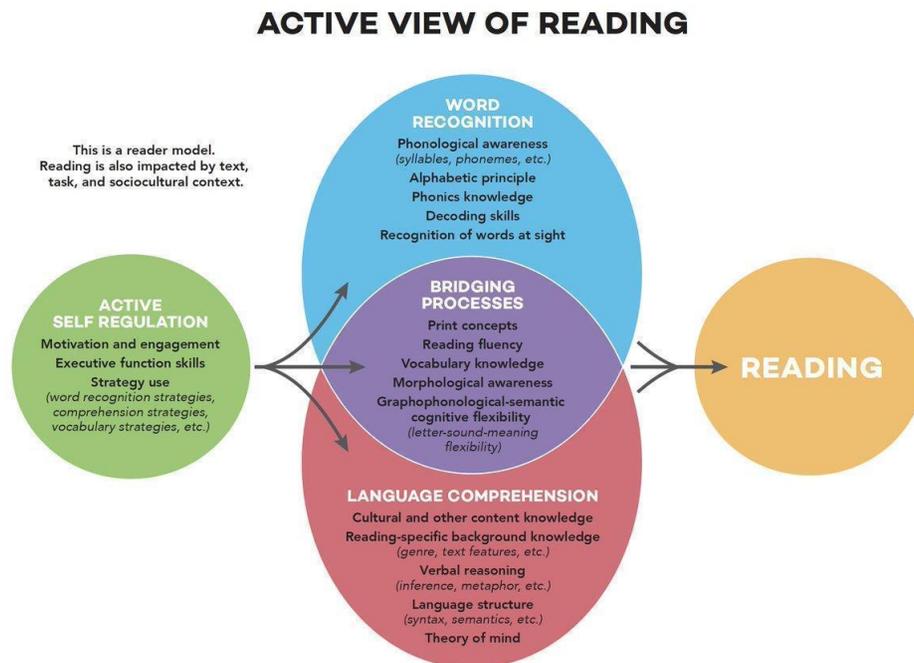


Figure 1: Active View of Reading. Several wordings in this model are adapted from Scarborough (2001). This model is featured in The International Reading Association’s *Reading Research Quarterly*, “The Science of Reading Progresses Communicating Advances Beyond the Simple View of Reading,” Nell K. Duke and Kelly B. Cartwright, 2021.

When developing our decodables, we grounded our content in research relevant to the strides kids can take if given the appropriate structure of tools. Each of our decodables is designed to progressively incorporate the components of active reading, leading to the strongest possible student outcomes for literacy. Decodables help train the brain to stimulate the synapses along specific neural pathways through repetition. We have included the complete scope and sequence in **Figure 6**. Within the cumulative content of our decodables, each step students learn is based on concepts previously learned.

Those who struggle with reading need to dedicate time to developing their phonics skills. According to a study by Wiley Blevins, MEd, on the effects of using decodable texts with phonics instruction, classroom observations revealed that working with decodable text carried over to other important teaching areas, such as read-aloud modeling and writing activities.

Teachers were generally observed to pay more attention to words and, more specifically, how words work. As further evidence of the power of decodable controlled text, classroom observations revealed that children in the decodable controlled text group were more confident in tackling difficult books for their read-at-home reading choices. It was also observed that children in the experimental (decodable controlled text) group would examine the words in books before selecting a story to take home. Conversely, children in the control group were observed to have difficulty choosing books with appropriate text for their level. (Sadlier School Professional Development Series, A Research Study on the Effects of Using Decodable Texts with Systematic Phonics Instruction. Blevins, 2019.) See **Figure 2: Scarborough Rope** below.

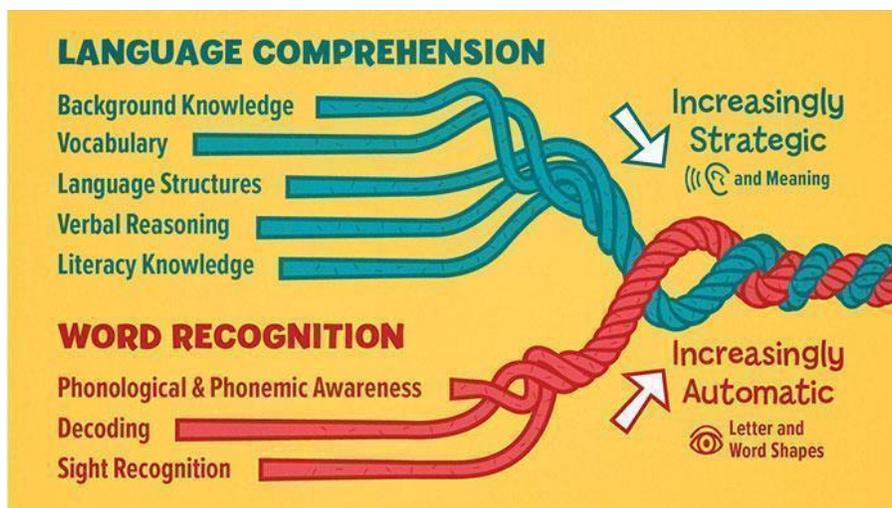


Figure 2: Scarborough Rope. From “Connecting Early Language and Literacy to Later Reading (Dis)abilities: Evidence, Theory, and Practice,” by H.S. Scarborough, 2001, in S.B. Neuman and D.K. Dickinson (eds.), *Handbook of Early Literacy Research* (Vol. 1, p. 98), New York, NY: Guilford. Copyright 2001 by The Guilford Press.

Culturally Relevant and Inclusive Decodables

Just Right Reader’s culturally relevant context was strategically designed using a concept from Dr. Rudine Sims Bishop’s article “Mirrors, Windows, and Sliding Glass Doors,” which explains children’s need to read diverse books and see reflections of themselves in the text. The mirror reflects the diversity of texts, allowing students to see themselves depicted within the books they read. The windows are how children look in and see how a world or story matches up to their own lives, and the sliding glass doors allow students to enter other worlds, which is only possible when students see diversity in a multitude of ways and gain a more realistic sense of what the world is like and how people are represented within a diverse world. See **Figure 3: Mirrors, Windows, Sliding Glass Doors** below.



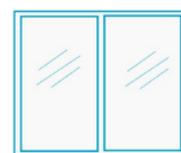
Mirrors

Children can see themselves and their own experiences reflected in the book.



Windows

Children can learn through the book about other people, places, things, and experiences.



Sliding glass doors

Children can enter into the “book world” through their imagination.

Figure 3: Mirrors, Windows, Sliding Glass Doors. Dr. Rudine Sims Bishop. Bishop, R.S. (1990). “Mirror, windows, and sliding glass doors.” *Perspectives*, 6(3), pp. ix-xi.

We believe that students need to be exposed to diverse books. Students should see themselves represented in the books they read and be exposed to new ideas, people, and worlds through these books. We strive to make our library as diverse as possible, allowing students to create windows, mirrors, and sliding glass doors. In effect, the lack of representation leads students of color to believe they are incapable or that their cultures and lives are not the norms. When we put characters of color in the stories, students see themselves, which gives them inspiration and helps with the development of their identities. When they see a story about a Black astronaut, they think, “I can become an astronaut.” This, in turn, creates equity and the potential for more equal access to opportunity for any student in society.

When students see themselves in texts or can relate to the characters in a story, they naturally become more invested in the learning process. It is close to their reality, makes sense to them, and creates an emotional attachment to the learning process. This leads to student motivation and investment, which results in student success.

Our Phonics Progression and Theory

Just Right Reader supports teachers through the Science of Reading and targeted teaching to meet current learning needs, combines explicit phonics instruction with active and thought-provoking practice, and develops the automaticity needed for students to comprehend complex grade-level text. We believe the Science of Reading best represents a structured phonics program because decoding and linguistic comprehension depend on one another. See below, **Figure 4: Reading Comprehension Formula.**

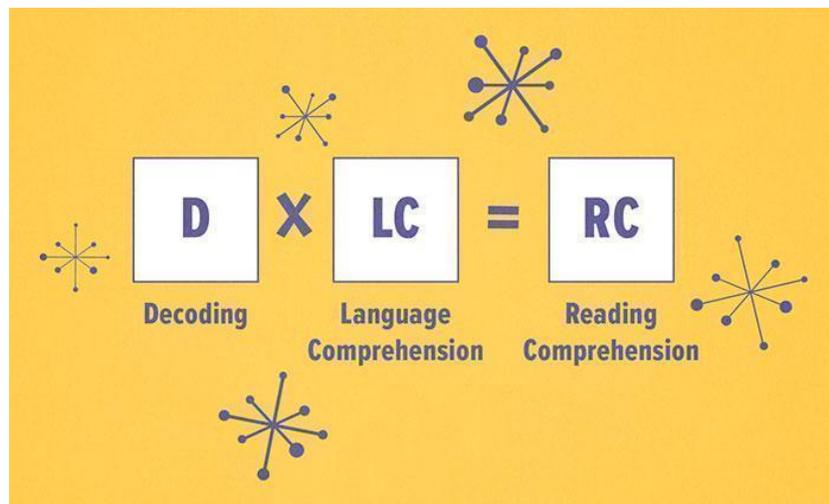


Figure 4: Reading Comprehension Formula. Cutting, L., & Scarborough, H. (2012). Multiple bases for comprehension difficulties: The potential of cognition and neurobiological profiling for validation of subtypes and development of assessments. In T. O. J.P. Sabatini (Ed.), *Reaching an understanding: Innovations in how we view reading assessment*. R&L Education.

Benefits of Just Right Reader Decodable Books

Reading Just Right Reader decodable books enables students at all ability levels to do the following:

- Gain phonemic awareness and apply learned skills and strategies efficiently
- Read independently after learning just a few letters and their sounds
- Apply the phonics skills they've learned in the context of a story or nonfiction text
- Experience success and develop confidence in their reading abilities
- See themselves depicted in stories

Engaging Phonics Lessons

Just Right Reader provides a phonics lesson, accessed with a QR code, for each decodable book. The phonics lessons are approximately two minutes long and consist of brief, easy-to-follow guidance about sounds and background knowledge students might need to comprehend the story. The student can watch the supporting phonics lesson an unlimited amount of times. Just Right Reader decodables also help bridge the gap between home and school. Students can view and interact with the lesson with their parents, and because our lessons are offered in English and Spanish, our content is accessible to students and families whose primary language is Spanish.

Impact on Learning

Just Right Reader is unmatched by other decodable vendors because we follow a research-based progression that guides students through engaging texts that become progressively harder. Our phonics lessons with each book give students the support and repetition they need to grow their skill sets. Our decodables appropriately integrate high-frequency words, which are strategically developed and placed. Because there are many titles in each Phonics Skill Set, readers have ample opportunity for practice, repetition, and volume.

“When the brain encounters a word repeatedly, it builds neural networks for the spelling, pronunciation, and meaning of the word. Scientists believe that a model of this word that includes the information in all these networks will eventually be formed and stored in the brain, referred to as the word form area...It is through explicit phonics instruction that these word form networks are created.” Marilee Sprenger, *Wiring the Brain for Reading: Brain-Based Strategies For Teaching Literacy*, pages 106–107.

Student's Literacy Journey

Just Right Reader decodables go beyond teaching students how to read well; they teach students how to read effectively. When the foundations of the code are automatic, students can focus on more advanced processing. When students grasp the fundamentals of decodables, they gain the foundation for automatic word recognition—a fluency component—whereby they can apply their skills to more difficult words, intricate storylines, and complex vocabulary. Our decodables set the bar higher, changing the narrative by depicting children of all races and ethnic backgrounds. We take universal story concepts and make them relevant to the reader. Students receive the message that *they* are the narrative each time they read our fun and engaging texts.

A solid grasp of phonological awareness, phonemic awareness, and phonics is essential to building a skill set for reading. This knowledge allows children to move on to more complex

reading skills with fluency. Most children must be taught the code—the connection between sounds and the symbols representing them. While all children need practice with sound-symbol correspondence, those who struggle with reading need far more of it. This is where decodable texts can be especially beneficial. They play a key role in solidifying foundational reading skills because they include only those phonics skills children have already been taught. Early success breaking the code is a powerful experience for young readers and enables them to focus on reading with expression and understanding. These readers will enjoy reading and do more of it, which leads to even greater reading achievement.

Product Overview

Our decodables meet the educational needs of readers at a pre-K through a second-grade level. Our phonics progression provides a continuum so that students are placed appropriately within their reading range. No matter the child’s circumstances, they will be given decodables aligned with their current reading level. We’ve included a detailed product overview that explains the clear, sequential scope and sequence of the decodables and knowledge-building content, which is colorful, engaging, and culturally relevant.

IFB AEPA
Phonics Scope and Sequence

General Skills	Decodable Sets				
	Set 1	Set 2	Set 3	Set 4	Set 5
Letter Recognition	m, n, a, t, e, i VC words CVC phonemic awareness	l, c, o, r, t VC words CVC phonemic awareness	u, l, w, g, n VC words CVC phonemic awareness	h, s, b, o, e VC words CVC phonemic awareness	i, k, r, z, o, k VC words CVC phonemic awareness
	New HFV: am, at, can, go, is, like, me, my, no, see, the, to, yes, you				
CVC Words	Set 6 Short A CVC Inflectional ending -s, -ed	Set 7 Short I CVC Double final consonant -ll, -ss, -zz	Set 8 Short O CVC Double final consonant -ll, -ff	Set 9 Short U CVC	Set 10 Short E CVC
Digraphs	Set 11 Digraph an	Set 12 Digraph in	Set 13 Digraph on	Set 14 Digraph ng	Set 15 Digraph wh
	New HFV: any, day, comes, looking, play, she, so, this, went, when, with, what, where, your				
Beginning Blends	Set 16 L-Blends Possessives	Set 17 S-Blends Contractions: trot	Set 18 Y-Blends Contractions: yehave	Set 19 Mixed Review Contractions: let's and to be	Set 20 Inflectional ending -ed Sounds of -ed
	New HFV: be, came, down, from, have, his, her, not, of, over, says, too, want, who				



Rigorous Science of Phonics Progression

Diverse Characters & Laugh-Out-Loud Stories

Interactive Phonics Lessons Reading in Spanish and English



Summer School Expansion

Get more students into summer school by sending home our Family Literacy Boxes each week.



Small Group Intervention

Purchase our decodables in class packs of 6 to work with students in small groups for reading and phonics support.



Classroom Libraries

Weave decodables into your classroom libraries. Support your early readers with books that students can see themselves reflected in.



Take-Home Decodable Boxes

Provide families and students with over 120 take-home decodables within each students' reading range. Families love the phonics lessons in Spanish and English included with each decodable.

Take-Home Decodable Boxes

Just Right Reader uses classroom reading data to create a customized set of books for each student based on their current reading level. Students experience the fun and excitement of receiving a carefully curated set of books wrapped as a gift at the beginning of the week. Throughout the week, teachers create lessons and work with students to create a routine of foundational skills. At the end of the week, students bring home their decodables and get to keep them forever. We provide students and parents with more than 120 Take-Home Decodables within each student's reading range. Families love the phonics lessons embedded in each book's unique QR code, available in Spanish and English (coming soon in Arabic).

Take-Home Decodable Boxes

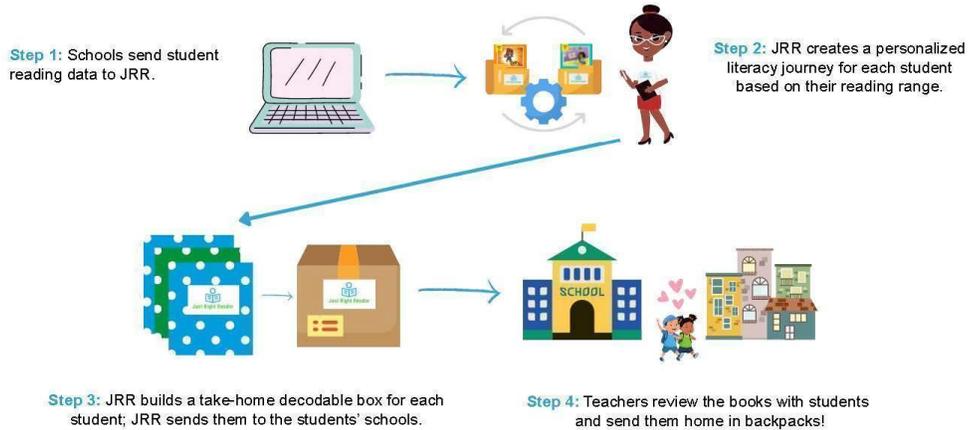


Personalized Book Sets

Our decodable sets are tailored to each student's needs to support an individualized learning experience. Accelerate reading achievement! Each customizable, made-to-reading-level Take-Home Decodable Box bridges learning gaps by reinforcing phonics instruction at home.

- Customized based on student reading data
- Bridging learning gaps from class to home
- 100% customizable (order one or up to 11!)
- Used as core curriculum or supplemental
- Based on The Science of Reading
- Books kids love! Engaging illustrations! Content that's relevant to all cultures!
- Order one or up to 11 weeks - do what works best for your students and school budget!
- Customized packs of Take-Home Decodables are curated using student reading data.

How It Works



1. Each child's reading data is shared with Just Right Reader.
2. A literacy/phonics expert curates a set of books for each child based on their reading level.
3. Take-Home Decodables are delivered weekly in gift-wrapped packages for students to open. Receiving these gifts is an exciting experience, and students are eager to read! The pack of ten books includes a Book of Fun for pre-K to second-grade students and Sketchbook for third-grade to fifth-grade students, with prompts for writing practice. Knowing that reading and writing are deeply connected, we designed the sketchbooks to lead students through the writing process and celebrate their efforts to write, revise, and publish.



Classroom Libraries

Every layer of our design process works to eliminate experience disparities that affect students' access to equitable educational materials free from bias. From the authors and illustrators to our team of editors, our decodable books go through rigorous editing stages to ensure equity in literacy. Imagine the number of books children practice weekly in school or at home. Imagine the power of children seeing themselves represented in all those books daily. Just Right Reader is committed to creating this reality for children.



Focus on Informational Text

Our science nonfiction series focuses primarily on earth sciences. We have a Planets Series, Everglades Series, and Exploration Series, which includes Caves, Deserts, and Swamps. Our science books feature mysterious places and exciting topics like cave spelunking and exploring richly diverse ecosystems. Our robust selection of informational texts helps support all students by fulfilling the desire for fiction and non-fiction texts, as not every child will want to read fiction books. Research suggests that using informational text is a vehicle for building literacy.

Young students must learn about the range of purposes text can serve (Duke, 2003). By filling the classroom with books on insects, weather, firefighters, the ocean, families, trucks, reptiles, pets, and other topics that fascinate young children, teachers can demonstrate to their students that reading can help them obtain important information.



When teachers include informational text in the classroom, they also expand opportunities for home-school connections that support literacy (Duke and Purcell-Gates, 2003). Research and experience suggest that even parents who rarely read fiction for pleasure can become inspired when teachers invite them to interact with their children around nonfiction texts, newspapers, magazines, and reference books (Duke, Bennett-Armistead, and Roberts, 2002, 2003).

Sound and Spelling Patterns

Just Right Reader streamlines effective and rigorous literacy instruction following a systematic, scaffolded phonics progression combined with a spiral reinforcement of skills to increase fluency and comprehensibility efficiently.

Every word has three forms—its sounds (phonemes), its orthography (spelling), and its meaning. Orthographic mapping is the process that all successful readers use to become fluent in reading. Through orthographic mapping, students use the oral language processing part of their brain to map (connect) the sounds of words they already know (the phonemes) to the letters in a word (the spellings). They then permanently store the connected sounds and letters of words (along with their meaning) as instantly recognizable words, described as “sight vocabulary” or “sight words.” See below, **Figure 5: Word-Reading Development.**

Word-Reading Development		
Grade	Phonological Skill	Word-Reading
PreK-K	Early phonological awareness: rhyming, alliteration, first sounds	Letters & Sounds: requires simple phonology to learn sounds that correspond to letters
K-1	Basic phonemic awareness: blending, segmenting	Phonic Decoding: requires letter sound knowledge and blending; a gateway to orthographic mapping
2-3+	Advanced phonemic awareness: phonemic proficiency including phoneme manipulation	Orthographic Mapping: requires letter-sound skills and advanced phonemic awareness

Figure 5: Word-Reading Development. Kilpatrick, D.A. (2015). Assessing, preventing, and overcoming reading difficulties. Hoboken, NJ: John Wiley & Sons.

Sequential Scope and Sequence - Endorsed by Dr. Ray Reuztel, Ph.D.

Our methodology for designing decodables includes multiple books in the same skill set. Each book is progressive and includes a phonics lesson that supports readers through repetition and reinforcement. Phonics instruction must integrate rigorous, research-driven content to create successful, independent readers. Our decodable books are different, opening emerging readers' neural pathways with structured practice in the context of meaningful reading, which leads to the orthographic mapping that results in confident, independent readers. Just Right Reader decodables maximize the benefits of teaching with targeted, explicit word attack strategies with sequential, systematic decoding strategies seamlessly built into increasingly complex texts. With more than 350 titles, teachers and families can differentiate practice for all learners, whether they are ready for CVC words, vowel team combinations, or the most complex words in context, including open and closed syllables. Please see below, **Figure 6 - Scope & Sequence**.



Decodable Text Progression of Phonics Skills

Skills	Decodable Sets				
	Set 1	Set 2	Set 3	Set 4	Set 5
Letter Recognition	m, s, a, t, d, r VC words CVC phonemic awareness	i, c, o, n, f VC words CVC phonemic awareness	u, l, w, g, h, VC words CVC phonemic awareness	k, v, p, b, y, e VC words CVC phonemic awareness	j, qu, x, z, ck VC words CVC phonemic awareness
	HFV: am, at, can, go, l, in, is, it, like, me, my, no, on, see, the, to, uo, yes, you				
CVC Words	Set 6 Short a CVC Inflect. endings: -s, -es Dbl. final consonants: -dd, -ss	Set 7 Short i CVC Dbl. final consonants: -ll, -zz	Set 8 Short o CVC Dbl. final consonants: -ff	Set 9 Short u CVC	Set 10 Short e CVC
	New HFV: all, and, are, come, do, for, goes, got, he, here, into, look, mom, not, put, said, we, will				
Digraphs	Set 11 Digraph sh	Set 12 Digraph th	Set 13 Digraph ch Trigraph tch	Set 14 Digraph ng Inflect. ending: -ing	Set 15 Digraph wh
	New HFV: away, day, comes, looking, play, she, so, this, went, when, with, what, where, your				
Beginning Blends	Set 16 L- Blends Possessives	Set 17 S- Blends Contractions: 't/not	Set 18 R - Blends Contractions: 've/have	Set 19 Mixed Review Contractions: let's and to be	Set 20 Inflect. ending: -ed Sounds of -ed
	New HFV: be, came, down, from, have, help, her, love, next, of, over, says, too, want, who				

Ending Blends	Set 21	Set 22	Set 23	Set 24	Set 25
	-nd, -nk, -nt	-st, -ft, -ct, -pt	-lt, -lk	-ld, -lf, -lp	-sk, -mp
	New HFW: give, now, one, saw, some, they Wild Colt syllables are introduced at this level.				
Final e Long Vowel Words	Set 26	Set 27	Set 28	Set 29	Set 30
	a_e	i_e	o_e	u_e e_e	Mixed Review
	New HFW: eat, fly, good, out, their, were				
r-Controlled Vowels	Set 31	Set 32	Set 33	Set 34	Set 35
	r-Controlled ar	r-Controlled or	r-Controlled er	r-Controlled ir, ur	Sounds of y Digraph ph
	New HFW: again, because, could, does, every, why				
Vowel Teams, Diphthongs, & Trigraphs	Set 36	Set 37	Set 38	Set 39	Set 40
	-ee and -oa	-ea, -igh	-ai, -ay	-oe	-ew, -aw
	New HFW: been, laugh, new, night, through, would; Sounds of wr- and kn- in write, know, knee, knew Complex syllables including open syllables are introduced at this level.				
Vowel Teams, Diphthongs, & Trigraphs	Set 41	Set 42	Set 43	Set 44	Set 45
	-oo, -au	-oy, -oi	-ow, -ou	-eigh	-ue, ie
Multi-Sound Consonants Final Stable Syllables	Set 46	Set 47	Set 48	Set 49	Set 50
	Soft g Soft c	Complex Compound Words	-ble, -fle, ple (suffix -less)	-dle, -tle, -gle (suffix -ness)	-cle, kle, -sle, -zle (suffix -ly)

	Set 51	Set 52	Set 53	Set 54	Set 55
Decodable Plus	Prefixes: dis-, re - un- Suffixes: -ent, -er, -ful, -ive Phonograms: -ey -su -tu	Prefixes: a-, mis-, pre- Suffixes: -est, -ic, -ious, -ous Phonograms: ui gu mb Multisyllabic words with complex open and closed syllables	Prefixes: com-, ex-, non- Word endings: -ite, -sion, -tion Phonograms: -augh -ough	Prefixes: Im-, post-, pro- Word endings: -ery, -ity, -ize, -ment Phonograms: -ci -si -our	Prefixes: bi, inter-, tri- Word endings: -able, -ance, -ence, -ible Multi-suffix at the end of words
Just Right Reader Decodable Plus Books					
Just Right Reader's Decodable Plus Books build upon students' prior phonics skills learned in Sets 1 - 50 and strengthen their knowledge of the phonics skills emphasized in the Decodable Plus set. In each book, students will explore prefixes, suffixes, word endings, and common phonograms specific to each set.					

Teacher Support and Skills Instruction—Created by Dr. Ray Reutzel, PhD

“I’ve been on the lookout for high-quality decodable readers for years. If you are looking for decodable texts to support a well-articulated scope and sequence of phonics instruction, look no further! Just Right Reader offers 55 sets of decodable readers designed to support explicit, systematic phonics instruction elements stretching from letter recognition, and single syllable patterns to multisyllabic words and to prefixes and suffixes. The 55 sets are thoughtfully sequenced to an explicitly communicated progression of phonics skills (scope and sequence) so teachers can quickly and easily locate the right decodable book set to practice the phonics element(s) they are teaching. Add to this the fact that the books contain topics of interest, colorful, current, and fun illustrations, contemporary book characters representing cultural, racial, and ethnic diversity, and a typology (print style) that closely resembles the way children are taught to print letters in their handwriting and writing instruction. Each book also contains ideas for “fun” with the phonic element to be practiced.”

Our Just Right Reader Decodables Teacher Guide supports teachers with foundational skills instruction and structured exercises to measure and track students' progress and areas requiring more focus. Our decodables maximize teachers' strength in the blocks of time within the learning schedule because we supplement the time allotted to create effective and productive work in the classroom. The materials are designed with progression and structure, automatically providing a guided teaching and learning experience. We create progressive, realistic momentum within phonics practice while still including high-frequency words in the text.

Decodables Grounded in Research—Backed by Dr. Heidi Anne Mesmer

Research reveals that using decodable text makes a significant difference in beginning reading skills. The positive impact of this teaching method is measurable through standardized assessments, such as the Woodcock Reading Mastery Test, as well as more informal phonics, spelling, and reading aptitude instruments. In addition to reading practice with decodable text, phonics instruction also positively impacts spelling ability, demonstrated in students' independent writing. It is evident that using controlled text as an alternative to traditional trade literature for phonics lesson follow-up is preferable for getting young children off to the best start in learning to read. Furthermore, the results indicate that children gain reading self-confidence, leading to reading enjoyment. Thus, decodable texts can be engaging and motivating for students. Most importantly, the evidence is that they make a significant difference in teaching young children to read. (Sadlier School Professional Development Series, A Research Study on the Effects of Using Decodable Texts with Systematic Phonics Instruction. Blevins, 2019.)

Our decodables provide an authentic and rigorous learning experience that's engaging and allows the reader to relate to the content and become motivated to read. With books that progress across a phonics continuum, students read within a challenging and engaging range. Our fiction books have interesting stories students relate to, and our non-fiction books break down abstract concepts while providing real-life, everyday examples. This learning experience provides students with the confidence to excel at reading.

The decodables are specifically designed to promote explicit instruction in phonics for grades pre-K through second grade. The volume of texts we offer within these grades creates an inherently repetitive model for learning because the stories are engaging and interesting. Our

video phonics lessons with each book promote students' ability to practice the material and give them the support they need before beginning the book, especially when reading at home.

Progression Through Guided Repetition

Just Right Reader decodables support students' continuous opportunities to practice and gain automatic word recognition because we follow a research-based progression that guides students through engaging text that becomes gradually harder. Students understand the concepts through spoken language first, and as they progress, the concepts become increasingly more difficult, which as a result, allows students to gain meaning from the written text.

The continuum ranges from phonemic awareness practice to multi-syllable words with open and closed syllables. The progression shows that each skill set has been broken into five subsets. Each set level offers multiple texts to practice the skills within the context of meaningful reading. The materials were created to offer the rich variety and flexibility of staying on a topic longer or moving to the next more quickly, which we know occurs when teaching individual students and meeting them at their points of difficulty or reinforcing their earlier learning to more fluent reading. We have the volume to meet the wide range of fluid needs. For instance, decodable words help students with disabilities like dyslexia because there is a constant progression to the structure in which they learn letters and sounds.

What Districts Are Saying:

I want to thank you for sending us the bundle of books. We are so thrilled to have additional books to start the year. My colleagues and I are looking forward to using these with our students. Your books are an amazing resource that has transformed our reading block! We are very grateful for you, your company, and all you do. I will continue to spread the word about your books.

Michele Dagenais
Ewing Township Board of Education

“Our kindergarten, first, and second grade students now have a large variety of texts, organized by phonics skill, that they can practice decoding independently. In addition, the books are engaging, diverse in characters and topic and are durable, which is so important for our younger learners to have them last over time. The texts are clearly labeled with the phonics patterns and even have a QR code the teachers or parents can use to help students with the focus sounds. These books make finding the application piece for reading instruction a breeze for our teachers. This is most definitely worth your purchase!”

Karen Hile
Kansas City, Missouri

“These decodables are helping my kids become stronger readers. I love that my students can see themselves in the books, and I love that there’s a Spanish reading lesson in every book for parents.”

Rhodes Guerrero, PS 8
NYC Board of Education

“After purchasing a Take-Home Decodable Box for my own daughter, I just had to purchase them for the students in our most underserved schools.”

Teresa Shipp
Director, Curriculum Instruction
San Francisco Unified School District

“I love the decodable readers from JRR because they allow students to grow as readers with engaging, entertaining books that reflect diverse characters and life experiences. Additionally, this systematic approach helps every student experience a feeling of success and accomplishment.”

Breanna Fulton
Assistant Principal
Prodeo Academy - St. Paul

“As our district began the process of searching for decodable readers, we placed a priority on quality texts which aligned with the skills our students were learning in the classroom. We also wanted to ensure the books would be culturally relevant and engaging to help develop and build their love of reading. Just Right Readers checked all of those boxes and more!”

Ryan Bruder
Executive Director of Instruction
Dexter Community Schools

"I wanted to let you know that we used the readers for the last several months of the school year and the teachers and students really enjoyed them! We loved having books to read with the kids that made them feel successful!"

***Holly Leonard
Special Education Instructional Leader (SEIL)
Enchanted Hills Elementary School
Rio Rancho Public Schools***

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- Marilee Sprenger, *Wiring the Brain for Reading: Brain-Based Strategies For Teaching Literacy*, pages 106–107.
- Figure 1: Active View of Reading. Several wordings in this model are adapted from Scarborough (2001). This model is featured in The International Reading Association's *Reading Research Quarterly*, "The Science of Reading Progresses Communicating Advances Beyond the Simple View of Reading," Nell K. Duke and Kelly B. Cartwright, 2021.
- Figure 2: Scarborough Rope. "Connecting Early Language and Literacy to Later Reading (Dis)abilities: Evidence, Theory, and Practice," by H.S. Scarborough, 2001, in S.B. Neuman and D.K. Dickinson (eds.), *Handbook of Early Literacy Research* (Vol. 1, p. 98), New York, NY: Guilford. Copyright 2001 by The Guilford Press
- Figure 3: Mirrors, Windows, Sliding Glass Doors. Dr. Rudine Sims Bishop. Bishop, R.S. (1990). "Mirror, windows, and sliding glass doors." *Perspectives*, 6(3), pp. ix-xi.
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Association of Educational Purchasing Agencies
Tabulation Report IFB #023-D - School & Instructional
Supplies
Vendor: Lakeshore Learning Materials, LLC

General Comments: Lakeshore is pleased to present the following offer-
-5% discount on all non-sale items from Lakeshore's catalogs, website (www.LakeshoreLearning.com)
and retail stores (see attached Store List for locations).
-FREE shipping on all orders in the contiguous United States.

Please reference -Per Bid #023-D- on all purchase orders.

Delivery 7-21 business days ARO.

Discount is not applicable to sale items.

Please visit us at www.LakeshoreLearning.com today!

General Attachments: Evidence of Insurance - Lakeshore Learning Materials.pdf
Exhibit A - Marketing Plan – Lakeshore Learning Materials.pdf
Exhibit B - Additional Services - Lakeshore Learning Materials.pdf
Part C - State-Specific Forms - Lakeshore Learning Materials.pdf
Part D - Questionnaire - Lakeshore Learning Materials.pdf
Part E - Signature Forms - Lakeshore Learning Materials.pdf
Part F - Pricing Schedule - Lakeshore Learning Materials.xlsx
Price List_Catalog - Lakeshore Learning Materials.pdf



Part D - Questionnaire

AEPA 023-D

School & Instructional Supplies

Instructions

This questionnaire contains forms and requests for information required by AEPA for vendor evaluation for responsiveness and responsibility.

To submit the required forms, follow these steps:

1. Read the documents in their entirety.
2. Respondents must use Part D – Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested.
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “**Part D – Questionnaire – Name of Company**”.
5. Submit Part D, along with other required documents in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled “Part D – Questionnaire – Name of Company”:

[Company Information](#)

[Service Questionnaire](#)

[Exceptions](#)

[Deviations](#)

If yes, describe the company's format, year and state of origin and names and titles of the principles below.
 Limited Liability Company originating in California in 2021. The principals are David Bo Kaplan and Joshua Kaplan.

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 2695 E. Dominguez Street
 City, State, zip code Carson, CA 90895
 Phone (800) 421-5354
 How long at this address? 44 years (since 1978)

Business Branch Location(s)

Branch Address 4727 E. Bell Rd.
 City, State, zip code Phoenix, AZ 85032-2310
 Branch Address 4819 E. Ray Rd.
 City, State, zip code Phoenix, AZ 85044-6403
 Branch Address 2695 E. Dominguez St.
 City, State, zip code Carson, CA 90895-1000
 Branch Address 18679 Brookhurst St.
 City, State, zip code Fountain Valley, CA 92708-6749
 Branch Address 23501 Avenida de la Carlota
 City, State, zip code Laguna Hills, CA 92653-1566
 Branch Address 2323 S. Sepulveda Blvd.
 City, State, zip code Los Angeles, CA 90064-1910
 Branch Address 24420 Village Walk Pl.
 City, State, zip code Murrieta, CA 92562-5237
 Branch Address 17072 Devonshire St.
 City, State, zip code Northridge, CA 91325-1617
 Branch Address 3848 E. Foothill Blvd.
 City, State, zip code Pasadena, CA 91107-2203
 Branch Address 1850 Douglas Blvd.
 City, State, zip code Roseville, CA 95661-3670
 Branch Address 898 E. Harriman Pl.
 City, State, zip code San Bernardino, CA 92408-3543
 Branch Address 7510 Hazard Center Dr.
 City, State, zip code San Diego, CA 92108-4523
 Branch Address 1099 S. Bascom Ave.
 City, State, zip code San Jose, CA 95128-3506
 Branch Address 1144 Montague Ave.
 City, State, zip code San Leandro, CA 94577-4334
 Branch Address 702 Center Dr.
 City, State, zip code San Marcos, CA 92069-2500
 Branch Address 125 N. Mountain Ave.
 City, State, zip code Upland, CA 91786-5709
 Branch Address 4300 E. Main St.
 City, State, zip code Ventura, CA 93003-5256
 Branch Address 1929 Mt. Diablo Blvd.
 City, State, zip code Walnut Creek, CA 94596-4411

Branch Address	8680A Park Meadows Center Dr.
City, State, zip code	Littleton, CO 80124-5154
Branch Address	5795 S. University Drive
City, State, zip code	Davie, FL 33328-6114
Branch Address	335 E. State Road 436
City, State, zip code	Fern Park, FL 32730-2782
Branch Address	4501 W. Kennedy Blvd.
City, State, zip code	Tampa, FL 33609-2013
Branch Address	4287 Roswell Rd.
City, State, zip code	Marietta, GA 30062-6488
Branch Address	417 N. Milwaukee St.
City, State, zip code	Boise, ID 83704-9140
Branch Address	2255 W. 95th St.
City, State, zip code	Chicago, IL 60643-1016
Branch Address	15780 S. La Grange Rd.
City, State, zip code	Orland Park, IL 60462-4766
Branch Address	1403 N. Rand Rd.
City, State, zip code	Palatine, IL 60074-2924
Branch Address	1300 E. 86th St.
City, State, zip code	Indianapolis, IN 46240-1990
Branch Address	Merriam Town Center
City, State, zip code	5670 Antioch Rd.
Branch Address	1620 E. Joppa Rd.
City, State, zip code	Towson, MD 21286-2121
Branch Address	230 Needham St.
City, State, zip code	Newton, MA 02464-1509
Branch Address	352E Broadway
City, State, zip code	Saugus, MA 01906-1902
Branch Address	12210 Hall Rd.
City, State, zip code	Sterling Heights, MI 48313-1043
Branch Address	1721 Beam Ave.
City, State, zip code	Maplewood, MN 55109-2190
Branch Address	5699 W. 16th St.
City, State, zip code	St. Louis Park, MN 55416-1799
Branch Address	12005 W. Center Rd.
City, State, zip code	Omaha, NE 68144-4394
Branch Address	1243 W. Warm Springs Rd.
City, State, zip code	Henderson, NV 89014-8740
Branch Address	2020 Marlton Pike West
City, State, zip code	Cherry Hill, NJ 08002-2751
Branch Address	269 State Route 18, Suite A
City, State, zip code	East Brunswick, NJ 08816-1927
Branch Address	449 Essex St.
City, State, zip code	Hackensack, NJ 07601-1215
Branch Address	6646 Indian School Road N.E.
City, State, zip code	Albuquerque, NM 87110-5309
Branch Address	2079 Hillside Ave.
City, State, zip code	New Hyde Park, NY 11040-2612
Branch Address	969A Central Park Ave.
City, State, zip code	Scarsdale, NY 10583-3247
Branch Address	10005 E. Independence Blvd.
City, State, zip code	Matthews, NC 28105-4619
Branch Address	27500 Chagrin Blvd.

City, State, zip code	Beachwood, OH 44122-4424
Branch Address	2148 Polaris Pkwy.
City, State, zip code	Columbus, OH 43240-2192
Branch Address	6300 N. May Ave.
City, State, zip code	Oklahoma City, OK 73112-4246
Branch Address	16901 S.W. 65th Ave.
City, State, zip code	Lake Oswego, OR 97035-7866
Branch Address	340 W. DeKalb Pike
City, State, zip code	King of Prussia, PA 19406-4901
Branch Address	1400 Oaklawn Ave.
City, State, zip code	Cranston, RI 02920-2643
Branch Address	21 White Bridge Road, Suite #101
City, State, zip code	Nashville, TN 37205-1443
Branch Address	5480 South 900 East
City, State, zip code	Salt Lake City, UT 84117-7204
Branch Address	7009-A Manchester Blvd.
City, State, zip code	Alexandria, VA 22310-3203
Branch Address	3924 Factoria Square Mall SE
City, State, zip code	Bellevue, WA 98006-1233
Branch Address	9828 Great Hills Trail
City, State, zip code	Austin, TX 78759-5996
Branch Address	14060 N. Dallas Pkwy.
City, State, zip code	Dallas, TX 75240-4349
Branch Address	19032 Gulf Fwy.
City, State, zip code	Friendswood, TX 77546-2703
Branch Address	2405 Post Oak Blvd.
City, State, zip code	Houston, TX 77056-5201
Branch Address	1316 E. Expressway 83
City, State, zip code	McAllen, TX 78503-1630
Branch Address	327 N.W. Loop 410
City, State, zip code	San Antonio, TX 78216-5304
Branch Address	19075 Interstate 45 South
City, State, zip code	Shenandoah, TX 77385-8701

**If more branch locations exist, insert information here or add another sheet with the above information.*

Sales History

Provide your business's annual sales for in the United States by the various public segments.

	2020	2021	2022 YTD
K-12 (public & private), Educational Service Agencies	\$318,487,004.71	\$458,893,382.49	\$428,169,337.42
Higher Education Institutions	\$5,636,847.67	\$3,541,096.79	\$3,870,554.33
Counties, Cities, Townships, Villages	\$12,982,411.12	\$14,472,851.00	\$13,048,576.50
States	\$10,527,537.35	\$8,615,283.69	\$7,554,895.43
Other Public Sector & Non-profits	\$43,897,930.28	\$57,246,385.37	\$40,996,931.80
Private Sector	\$4,968,696.39	\$6,283,190.49	\$5,795,228.48
Total	\$396,502,447.52	\$549,054,210.83	\$499,435,523.96

Provide your business's annual sales for **products and services that meet this solicitation's scope of work** in the United States by the various public segments.

	2020	2021	2022 YTD
K-12 (public & private), Educational Service Agencies	\$318,487,004.71	\$458,893,382.49	\$428,169,337.42
Higher Education Institutions	\$5,636,847.67	\$3,541,096.79	\$3,870,554.33

Counties, Cities, Townships, Villages	\$12,982,411.12	\$14,472,851.00	\$13,048,576.50
States	\$10,527,537.35	\$8,615,283.69	\$7,554,895.43
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Private Sector	\$4,968,696.39	\$6,283,190.49	\$5,795,228.48
Total	\$396,502,447.52	\$549,054,210.83	\$499,435,523.96

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	Doug Williams	Senior Vice President	(317) 615-0051	dougwilliams@lakeshorelearning.com
Sales Manager	Doug Williams	Senior Vice President	(317) 615-0051	dougwilliams@lakeshorelearning.com
Customer & Support Manager	Jared Weston	Vice President of Inside Sales & Professional Services	(618) 978-1325	jweston@lakeshorelearning.com
Distributors, Dealers, Installers, Sales Reps	Distributor & Dealers: N/A – Lakeshore is the only point of contact. Installers & Sales Reps: TBD – Based off AEPA participating agency's state.	TBD	TBD	TBD
Consultants & Trainers	To be determined by training topic and participating agency's state.	PD Trainer	(800) 421-5354	PSG@lakeshorelearning.com
Technical, Maintenance & Support Services	Customer Service Department	Customer Service Specialist	(800) 428-4414	lakeshore@lakeshorelearning.com
Quotes, Invoicing & Payments	For a quote, please contact Monique Forshay. For invoicing and payments, please contact DJ Ultan.	Inside Sales Representative Finance Manager	Monique Forshay: (800) 421-5354, ext. 2865 DJ Ultan: (800) 421-5354, ext. 2850	mforshay@lakeshorelearning.com ARPayments@lakeshorelearning.com
Warranty & After the Sale	Customer Service Dept.	N/A	(800) 428-4414	lakeshore@lakeshorelearning.com
Financial Manager	DJ Ultan	Finance Manager	(800) 421-5354, ext. 2850	ARPayments@lakeshorelearning.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
20	Lakeshore salespersons cover all cities in the West Coast Region of the United States.	California, Arizona, Nevada

12	Lakeshore salespersons cover all cities in the Northeast Region of the United States	Connecticut, Delaware, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island
14	Lakeshore salespersons cover all cities in the Southeast Region of the United States	Alabama, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, South Carolina, Tennessee, Virginia, Washington D.C.
11	Lakeshore salespersons cover all cities in the Central Region of the United States	Oregon, Arizona, Utah, Idaho, Washington, Arkansas, Colorado, Kansas, Missouri, Illinois, Oklahoma
12	Lakeshore salespersons cover all cities in the Southwest Region of the United States	Texas, New Mexico
12	Lakeshore salespersons cover all cities in the Midwest Region of the United States	Illinois, Indiana, Iowa, Michigan, Minnesota, Nebraska, Wisconsin
33	In-house Sales Support Specialists	Covering all states of the United States.
2	Regional Elementary Managers	Covering all states of the United States.
7	Professional Development Specialists	Covering all states of the United States.

Describe how your company will implement training and knowledge of the contract with your respective sales force. Furthermore, describe how your company plans to support and train your sales force on a national, regional, or local level and generally assist with the education of sales personnel about the resulting contract.

As one of the largest educational materials companies in the world, Lakeshore relies on over 2,000 knowledgeable and experienced representatives the comprise our sales force nationwide. As the needs of the industry are ever changing, our Lakeshore Team continues to learn and evolve to meet and exceed those needs. Lakeshore's dedicated staff has extensive experience working with school districts, individual schools, elementary programs, early childhood programs (both public and private), and all related government agencies. A Lakeshore representative will be available for any product demonstrations or trainings that are needed by AEPA members. Lakeshore has an on-the-ground knowledgeable representatives located Trainings can be provided in person, by phone (Skype, Zoom, etc.), or via the Internet.

What is your company's plan, if your company were awarded the contract, to service up to 29 states. Describe if your company has a national sales force, dealer network, or distributor(s) with the ability to call on eligible agencies in the participating states in AEPA.

Lakeshore is proud to have a well-established presence coast-to-coast! Lakeshore is uniquely and strategically positioned geographically, so all AEPA members will receive unparalleled service. You can be confident that your Lakeshore representative, Doug Williams, is an experienced, practiced professional who understands the needs of teachers and classrooms in all settings. Upon award, Doug will reach out to confirm all post-award requirements. All national and regional managers, internal teams and personnel assigned to the account, will then be briefed on all agreed upon contractual requirements. All of Lakeshore's national and regional managers will actively spread the word about our new AEPA relationship when visiting all eligible customers. We can create targeted flyers that include specific contract details. With Lakeshore, you will be working with a single point-of-contact from start to finish. As the direct manufacturer of Lakeshore products, we develop and manufacture the vast majority of the items featured in our catalogs, retail stores and website. We are not restricted from sales, territories, or Dealer Authorizations.

Products, Services & Solutions

Provide a description of the Products, Services & Solutions to be provided by the product category set forth in Part B - Specifications. The primary objective is for each Supplier to provide its complete product, service, and solutions offerings that fall within the scope of this solicitation so that participating agencies may order a range of products as appropriate for their needs.

Lakeshore is responding to the School and Instructional Supplies category, AEPA #023-D. We are a full-service partner who can provide entire classroom environments, instructional materials, classroom supplies, professional development services, and more. Lakeshore's products and services are outlined below:

Lakeshore Products

AEPA members will have access to Lakeshore's full line of products. Please see below for our categories:

- Preschool and Elementary Teaching Aids
- Teaching Aids and Supplies
- Arts and Crafts Supplies
- Classroom Math and Science Materials
- Teacher's Resources
- Instructional Aids and Materials
- Special Education Materials
- ESL Aids and Materials
- Library Supplies
- Infant and Toddler Equipment
- Physical Education Equipment
- Technology
- AV Equipment
- Educational Software
- Books

White-Glove Delivery & Installation

Lakeshore offers complimentary White-Glove Delivery & Installation service on orders \$20,000 or more that ship to a single location in the contiguous U.S. Additional charges may apply for remote locations. This service includes:

- Unpacking and assembly
- Supervised classroom setup
- Debris removal
- Custom labeling and boxing of orders by designated information, such as by classroom or teacher

Professional Development

Lakeshore Professional Services Group (PSG) is proud to offer personalized, hands-on learning services designed to support the unique and growing needs of teachers and educators. As former educators, our PSG specialists will partner with you to customize the perfect mix of content and training to support your professional development needs. In addition, our team will assist you with every step of the process:

- Determine your learning goals
- Assist with your organization's decision-making process
- Create a custom solution specific to your content/training needs
- Plan and lead implementation

Below are just a few of our wide range of standing topics:

- Social-Emotional Development
- Flexible Seating for 21st-Century Classrooms
- Developmentally Appropriate Activities
- Language and Literacy
- Cognitive Development
- STEM/STEAM
- Standards for Mathematical Practice
- Environments

- Instructional Support
- Intervention

Professional Development can be tailored for a variety of audiences, including teachers, administrators, and parents. Choose from in-person events, live or recorded virtual sessions, or a combination of both. Rates will depend on session time. Please contact our Professional Services Group at PSG@lakeshorelearning.com.

Customized Learning Solutions

At Lakeshore, we understand that a “one size fits all” product selection may not satisfy all of your educational needs. Therefore, we created our Custom Solutions Team to assist in tailoring a custom approach to meet your unique product needs. Customizing educational materials is our business! We can develop customized learning solutions. Our kits can zero in on the particular member strategies listed below and initiatives that may need specialized products and packaging:

- Family Engagement - An integral part of any early learning or school readiness program, family engagement products help families become active partners in the education of the children in their lives.
- Special Education - We specialize in offering custom solutions for students with disabilities. One example is SANDI, an online assessment created by the Riverside County Office of Education. We’ve also worked with districts around the country to develop materials kits that provide students with access to state standards in ways that are developmentally appropriate and respectful of chronological age.
- Early Childhood - Our sourcing and manufacturing capacity is simply the best in the industry. We’ve worked with Early Head Start & Head Start programs, and school districts around the country to customize kits that meet standards and help children become school ready.
- Elementary - To help schools around the country implement educational standards and measurable benchmarks in their elementary programs, we have customized a variety of kits that feature hands-on and engaging materials that can be used in whole group, small group and intervention settings.

e-Procurement Services

Lakeshore offers custom e-Procurement solutions that can meet all electronic ordering and invoicing needs. Our eProcurement team serves over 5,000 organizations nationwide, from metropolitan school districts to local Head Starts. We can create custom Procurement websites, as well as electronic integration via cXML punchout and EDI.

Benefits of Custom E-Procurement Websites Online Ordering:

- Control spending by setting up authorized users and restrictions.
- Improve efficiency
- Simplify reporting & reconciliation
- Achieve “green” goals
- Access to contract pricing! Online features
- Online order tracking and administration
- Purchasing system integration (SAP, Oracle & more)
- Custom spending thresholds and approval processes
- Custom product assortments and terms
- Setup is fast and secure Customization

Lakeshore has the capability of creating separate user logons and passwords, with no limit of users. We can also customize our e-Procurement website to limit purchases to just Classroom Furniture. Terms such as discount, free shipping, and tax exemption are built right into the site, so you always receive contract pricing.

Distribution

Describe how your company proposes to distribute the products and services nationwide, regionally, or at the local level.

With Lakeshore, you will be working with a single point of contact from start to finish. As the direct manufacturer of Lakeshore products, we develop and make the vast majority of the items featured in our catalogs, retail stores and website. We are not restricted from sales, territories or dealer authorizations. Lakeshore ships millions of

boxes each year, with numerous semi-truckloads leaving our warehouses every day. We contract with leading trucking companies that deliver thousands of truckloads of materials each year to different regions across the country, and that number is growing.

Lakeshore is flexible and can alter delivery and installation schedules if AEPA member's schedule changes. For any delays in the project schedule, Lakeshore will coordinate to hold orders from shipping at one of our storage facilities (located in Midway, Kentucky, and Carson, California) until AEPA member's provides confirmation to release orders and schedule deliveries.

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 / Art Department	Carson	California
Design Service	Carson	California
e-Procurement	Carson	California
Reporting Team	Carson	California
Sales Support Specialists	Carson	California
Customer Service / Warranty	Carson	California
Distribution Center 1 (DC1)	Carson	California
Distribution Center 2 (DC2)	Midway	Kentucky
Lakeshore Learning Store	See attached store list	See attached store list

Describe the criteria and process by which your company selects and approves subcontractors, distributors, installers, and other independent services.

N/A- Lakeshore will not utilize any subcontractors, distributors, subcontract installers, or independent service providers.

Provide a list of current subcontractors, distributors, installers, and other independent service providers who are contracted to perform the type of work outlined in this solicitation in the member agency states. Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

N/A- Lakeshore will not utilize any subcontractors, distributors, subcontract installers, or independent service providers.

If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

It is the intent of Lakeshore Learning Materials to provide equal opportunity to small, minority, and woman-owned businesses ("M/WBE") in various aspects of procurement and to business practices free from unlawful discrimination based on race, sex, color, creed, religion, gender, national origin, ancestry, age, sexual orientation, military status, or the presence of any other basis protected by applicable law. This policy applies to areas of employment including, recruitment and compensation, as well as various aspects of manufacturing, production, and subcontracting.

If applicable, describe other ways your company can be sensitive to a participating agencies desire to utilize local and/or MWBE companies, such as the number of local employees and offices with a geographic region, companies your firm uses that may be local (i.e. delivery company), your own company's diversity of owner employees, etc.

As a company founded by a woman, Lakeshore Learning Materials is committed to equal opportunity and we strongly believe and demonstrate that profitable, responsible growth and the business success of the Company, as well as the personal growth of individuals to the fullest extent practical within the framework of the business environment, are worthy goals. By selecting vendors and service providers on the basis of merit, the effectiveness of the Company's operations can be maintained while enhancing both the nation's economic progress and each individual's progress. Minority business enterprises shall have maximum practical opportunity to participate in the performances of Lakeshore Learning Materials' supply and service contracts.

To demonstrate sufficient reasonable good faith efforts to facilitate opportunities for participation by M/WBEs in its projects, when requested and when possible, Lakeshore utilizes one or more of the following:

- A. Contact minority and small business trade associations to determine if they represent potential vendors dealing in the types of materials and services we require and use the services of other available minority community organizations, local state and federal minority and women business assistance offices, and other organizations that provide assistance and placement of M/WBEs.
- B. Survey current vendor database up to 3 times a year to determine updates and changes to status of a vendor (e.g., small business, veteran-owned business, service-disabled veteran owned, woman or minority- owned, etc.).
- C. Encourage and assist with (where feasible) the proper M/WBE certification of Lakeshore's vendors;
- D. Specify reasonable, realistic delivery schedules consistent with actual requirements;
- E. Establish specifications, terms and conditions that reflect Lakeshore's actual requirements, which are clearly stated, and do not impose unreasonable or unnecessary contract requirements on a M/WBE;
- F. Provide the M/WBE Good Faith Effort Policy in requests for bids/proposals, when applicable.
- G. Attend outreach conferences;
- H. Perform an analysis to identify portions of work that can be divided and performed by qualified M/WBEs;
- I. Negotiate in good faith with interested M/WBEs, taking into consideration the M/WBEs price and capabilities as well as contract goals and not rejecting a M/WBE's bid without sound reason; and
- J. Utilize the Supplier Diversity Search and Dynamic Small Business Search websites to improve and request sources for all subcontracting categories.

If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

If awarded this contract, Lakeshore would not need to specifically "contract" with another company to fill your orders because we have over one million feet of warehouse space where we keep a complete inventory of all materials at all times. Lakeshore Learning Materials is committed to continuing its policy of utilizing minority, female-owned and disabled veteran-owned business enterprises whenever possible.

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
Steve Ziemniak	Senior Director of Marketing	(310) 537-8600, ext. 2398	sziemniak@lakeshorelearning.com
Miranda Murray	Marketing Manager	(310) 537-8600, ext. 2273	mmurray@lakeshorelearning.com

Describe how this business marketed its products and services to schools, nonprofit organizations, and other public sector audiences in Fiscal Year 2021– 2022 (July 1 – June 30). List all conventions, conferences, and other events at which this company exhibited.

Lakeshore has a robust Marketing Department that plans and executes multi-channel, integrated marketing communications strategies and tactics focused on reaching the audiences listed below, these marketing strategies were implemented in Fiscal Year 2021-2022.

- Business-to-Consumer (individual customers)
 - a. Parents
 - b. Teachers
- Business-to-Business (institutional customers)
 - a. School Districts
 - b. Early Childhood
 - c. Cooperatives
 - d. Non-profit and community organizations
 - e. And others

Our Marketing efforts are rooted in:

- Lakeshore has a 68-year legacy of providing exclusive and innovative products, services and resources to educators, and showcasing how this legacy has allowed for a deep understanding of, and empathy toward the unique challenges and needs of the educational community.
- A real-time understanding of priorities, curriculum, key developmental and academic milestones, policies and more – all driven by an in-house team of educators developing products and priorities for the company, plus a nationwide, on-the-ground sales force working alongside educators daily.

Conferences:

Annually, Lakeshore sponsors and attends hundreds of national, regional and local conferences across the country, including: NHSA - National Head Start Annual Conference, NAEYC - National Association of Early Young Children. These conferences are used as an opportunity to not only network with our customers and the education community at large, but also showcase Lakeshore's commitment to the communities in which we operate and the unique products, services and resources we offer.

Describe how your company will market the resulting contract to eligible Member Agencies. Describe how your company differentiates the new agreement from existing contracts that your company may hold today. Please be specific and detailed in your response.

Our marketing plan will be managed at our corporate office headquarters in Carson, California. We have marketing and art departments that will be dedicated to the AEPA Marketing Plan. Our marketing staff has extensive experience implementing strategies throughout the country and will be versed in the intricacies of the contract with AEPA. Marketing staff will be trained to use AEPA as a primary source, and will create and distribute materials that specifically emphasize the benefits of working with AEPA and Lakeshore. Our Director of Marketing and Events is Emily Fain, who is committed to marketing this contract to ensure that AEPA participating agencies needs are met.

Upon award, we will notify all appropriate Lakeshore departments and regional managers about the new contract. Our regional managers will actively spread the word about our new AEPA relationship when visiting eligible customers. Additionally, Lakeshore will market the new contract to all AEPA eligible members in the following ways:

Digital Marketing:

Lakeshore's Marketing Department works with national and regional partners (including cooperatives) to develop a digital plan and creative to support their needs. Typically, assets for website or email needs are created on a monthly, every-other-month or quarterly cadence, and can be provided to the co-op for distribution via its own marketing channels (website, newsletter, email, etc.) or sent directly to co-op members from Lakeshore (all dependent on the preferred method).

Local Sales Rep Support:

Lakeshore has an on-the-ground staff of 117 Sales representatives located across the country. Also a dedicated cooperative team works directly with the Marketing Department at Lakeshore's headquarters to ensure customer requests for materials (emails, flyers, etc.) are customized to their requested specifications and unique needs.

Local Store Support:

Lakeshore operates 62 retail stores across the country. Lakeshore's retail presence not only provides a channel for direct sales of products and services to our customers, but also allows the company to be further involved and invested in the local education community. Lakeshore offers free, customized in-store events to our customers (i.e., customers can elect to host a professional development training, staff appreciation day, or family engagement event at our store for no cost), as well as other great resources and perks.

Cooperative Marketing. Describe ways in which your company will collaborate with AEPA Member Agencies in marketing the resulting contract. Submit any supplemental materials as PDFs and title it Exhibit A – Marketing Plan.

- Process on how the contract will be launched to current and potential agencies.
- The ability to produce and maintain in full color print advertisements in camera-ready electronic format, or electronic advertisements, including company logos and contact information.
- Anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the S awarded contract.
- How the contract award will be displayed/linked on the Respondent's website.

Lakeshore will collaborate with AEPA member agencies in the following ways:

- All of Lakeshore's national and regional managers will actively spread the word about our new AEPA relationship when visiting all eligible customers.
- Lakeshore's Marketing Department works with national and regional partners (including cooperatives) to develop a digital plan and creative to support their needs. Typically, assets for website or email needs are created on a monthly, every-other-month or quarterly cadence, and can be provided to the co-op for distribution via its own marketing channels (website, newsletter, email, etc.) or sent directly to co-op members from Lakeshore (all dependent on AEPA's preferred method).
- Please see Lakeshore's supplementary proposed marketing plan, to be updated per AEPA needs.
- Please see Lakeshore's supplementary documents to view examples of full color print advertisements in camera-ready electronic format that would be made available to AEPA.

Environmental Initiatives

Describe how your products and/or services support environmental goals.

Lakeshore Learning Materials recognizes the importance of achieving sustainability in our businesses and our schools. That's why we have taken big steps to explore how our company and employees can effectively contribute to reducing our carbon footprint.

- The safety of all of our products is of paramount importance. Every item we sell has been tested for toxic materials and we continually exceed every federal regulation in the pureness of our materials.
- All of our used corrugate materials are efficiently bundled and sent to be recycled and used again.
- When you invest in Lakeshore products, you are investing in materials that are classroom-tough and non-disposable. Achieving complete sustainability is a process, and Lakeshore continues to work to create a greener environment for our employees, our customers, and those we touch around the world.
- We promote the use of our on-line catalog and e-commerce with all of our customers, effectively creating an environment where a paper trail can be substituted with a digital trail, not only reducing the use of the paper generated by our customers and ourselves, but also reducing the amount of electricity and fuel needed to deliver and process those orders.

Lakeshore's top-quality products are designed to last year after year-promoting sustainability in the classroom and reducing waste. From our ruggedly built furniture that is guaranteed to last to our many reusable classroom activities, the majority of our products are non-consumable and will stand up to years of use.

Indicate if your company has any products in your offering that have any third-party environmental certifications.

Many of our furniture lines (Classic Birch, Flex-Space, First Steps® and Heavy-Duty) are certified by the GREENGUARD Environmental Institute to support low emissions standards—reducing chemical pollutants and helping to improve indoor air quality. GREENGUARD Certification is recognized by numerous sustainable building programs, including the LEED® Building Rating System.

We test our products to the GREENGUARD Gold requirement, which is more stringent than the basic GREENGUARD certification. Our products that carry the Greenguard certification are available on our website: <https://www.lakeshorelearning.com/products/greenguard/>

Describe the business's "green" objectives (i.e. LEED, reducing footprint, etc.).

As you are well aware, turning a business toward 'green' business practices does take time, and Lakeshore has turned our attentions to how we, as a company and as employees, can effectively contribute to reducing our carbon footprint.

Listed below are several of the ways we are investing in the environment beyond the typical efforts to reduce, reuse and recycle our paper and cardboard waste, and to cut back on inefficient use of power, water, and other renewable resources:

- Lakeshore offers a variety of classroom furniture pieces that have earned GREENGUARD Certification. GREENGUARD Certification is recognized by numerous sustainable building programs, including the LEED® Building Rating System. Purchasing products that are GREENGUARD Certified helps you earn points toward LEED certification.
 - Products on our website that feature the GREENGUARD logo are certified by the GREENGUARD Environmental Institute to comply with low emissions standards-reducing chemical pollutants and helping improve the quality of indoor air.
 - For a complete listing of Lakeshore's GREENGUARD Certified products, just search for the keyword "GREENGUARD" on our website.
 - For more information on GREENGUARD, visit www.greenguard.org. You may also request more information from Lakeshore's Customer Service Department by calling 800-428-4414.
- We are one of the founding sponsors of the Nature Forum, which helps early childhood programs around the world get children outdoors and learning about the natural world.
- Our on-site Preschool for our employees' children has just recently partnered with Dimensions and the Nature Forum to create our own Nature Explore Classroom, giving our employees' children a natural play area where they are reconnecting with the earth in the midst of an industrial and urban environment.
- We actively promote and reward carpooling with our employees.
- We have just purchased FSC (Forest Stewardship Council) Certified Paper, and from here on out, all of our catalogs will be printed on FSC paper.
- As a company, we work to encourage recycling, reduce waste, and save energy. At our headquarters-as well as in all of our stores nationwide-we recycle our materials and supplies wherever possible. We have also lowered electricity use by installing motion sensors on our lights and using energy-saving settings on our computers.
- To reduce paper waste, we promote the use of our website and e-commerce with all of our customers, creating an environment where a paper trail can be substituted with a digital trail. We have also purchased Forest Stewardship Council Certified Paper, and we're working toward printing all of our catalogs on FSC paper.
- Thanks to our investment in renewable energy, one of our warehouses has been powered by solar energy! Our solar panels occupy roughly 80,000 square-feet or about 1.5 football fields!

- In addition, our solar panels cut CO2 emissions by 320 tons a year! Our impact on the environment is the same as planting 8,742 new trees per year! We're producing about 500,000 kWh of energy each year! Solar panels last 30-40 years, so we are going to help conserve energy for many years to come!

Describe what percentage of your offering is environmentally preferable and what are your company's plans to improve this offering.

TBD. Lakeshore's offering is a catalog bid, not a line-item bid. Lakeshore can provide this information upon receiving an order.

Additional Information

Describe any/all features, advantages and benefits of your organization that you feel will provide additional value and benefit to a participating AEPA agency.

Lakeshore offers a comparative advantage with our innovative products, one-stop-shop selection of services, unsurpassed customer service and superior customer support, and manufacturing our own products which gives us complete control over the supply chain.

Exclusive Items:

Among the wide range of educational products offered by Lakeshore, there are over a thousand items for which we are the sole-source vendor. These exclusive materials are easily identified by the prefix in their item number. Any items you see with the following prefixes are sole-source items that you simply won't find anywhere else: AA AB AX AZ DD DG EE FF GG HH JC JJ KC KT LA LC LCW LDA LK LL LM PP PX RA RE RJ RR RS TT VX WF YB.

Below are additional advantages of working with Lakeshore:

- Unconditional lifetime warranty on all Premium Quality Furniture, tables, desks, chairs, and cots!
- White-Glove Delivery and Installation service on orders over \$20,000, shipping to one location.
- Design Services
- Professional Development Services
- FREE e-Procurement Service
- We stock all items at our warehouse, so there is never any drop-shipping from the manufacturer.
- We offer thousands of exclusive products, many of them created by our on-site product developers.
- Products are all classroom-tested/designed specifically to meet the needs of teachers and children.
- To expedite the setup of new equipment, we will pack/label your order according to the room or learning activity.
- Lakeshore maintains the same strict standards that first made us great! Every product we make is distinguished by its quality, safety, educational merit and play value. And naturally, every Lakeshore product is backed by our ironclad guarantee: If you are unhappy with any item for any reason, you may return it for a full refund or exchange...no questions asked!

If applicable, describe your company's ability to integrate into other ecommerce sites:

Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).

Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.

Lakeshore can offer custom eProcurement solutions for AEPA members that can meet all electronic ordering and invoicing needs. Our eProcurement team serves over 5,000 organizations throughout the United States and abroad from metropolitan school districts to International Schools. Lakeshore's e-Procurement team will create a custom Procurement website, as well as electronic integration via CXML Punchout and EDI. Upon award, our

team will meet with AEPA to request the specifics in terms of how you'd like to implement this service and we'll work with you to formulate a plan.

Lakeshore uses standard cXML for punchout integration, and we accept PO's via cXML as well. How punchout works is this:

1. AEPA member posts the 'Punch Out Setup Request' (authenticate.xml) to Lakeshore at <https://eproservices.lakeshorelearning.com/api/supplierconnect/authenticate>.
2. After receiving a 'Punch Out Setup Request', Lakeshore's custom site sends a 'Punch Out Setup Response'. The 'Punch Out Setup Response' document serves two functions; it indicates that the 'Punch Out Setup Request' was successful, and then it provides the procurement application with a redirect URL to the Lakeshore's custom AEPA Start Page.
3. AEPA member shops, adds items to a cart, and when ready - presses 'submit order' from the cart.
4. Lakeshore's custom website sends a 'Punch Out Order Message' document (send-order.xml) to communicate the contents of the shopping basket to the buyer's procurement application.
5. AEPA member's procurement application then converts the approved purchase requisitions into one or more purchase orders (purchase-order.xml) and posts that to: <https://eproservices.lakeshorelearning.com/api/supplierconnect/processPurchaseOrder>.

Below are a few customers that are already integrated with Lakeshore's Punch Out site:

Customer	Software System	Go Live Date	Net Sales Per Year	Percentage of Sales
Step Up for Students	Ariba	3/16/2015	2015: \$26,172.00 2016: \$0 2017: \$0 2018: \$1,845,540.00 2019: \$1,736,847.00 2020: \$2,649,582.00 2021: \$2,548,045.01 2022 YTD: \$2,332,560.34	2015: 100% 2016: 0% 2017: 0% 2018: 100% 2019: 100% 2020: 100% 2021: 100% 2022 YTD: 98%
Dallas ISD	Oracle	8/27/2014	2014: \$217,909.00 2015: \$1,476,704.00 2016: \$1,204,287.00 2017: \$1,135,275.00 2018: \$1,574,220.00 2019: \$1,986,533.00 2020: \$1,614,359.00 2021: \$2,666,033.00 2022 YTD: \$3,708,334.13	2014: 13% 2015: 83% 2016: 67% 2017: 66% 2018: 79% 2019: 83% 2020: 87% 2021: 98% 2022 YTD: 77%
Save the Children	Spendbridge	2/14/2019	2019: \$451.00 2020: \$707,640.00 2021: \$292,820.84 2022 YTD: \$435,955.18	2019: 100% 2020: 98% 2021: 100% 2022 YTD: 61%

Disclosures

Legal: Does this business have actions currently filed against it?

_____ **X** _____ **No** _____ **Yes**

If **Yes**, **AN ATTACHMENT IS REQUIRED**: List and explain current actions, such as, Federal Debarment (on US General Services Administration's "Excluded Parties List"), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

References

Provide contact information of your business's five largest public agency customers.

Agency	Name	Title	Phone Number	Email
1. Chicago Public Schools	David Kim	Fiscal Specialist	(248) 214-7250	DKim@cps.edu
2. Dallas Independent School District	Monica Ramirez	K-2 Director	(972) 925-6784	moramirez@dallasisd.org
3. Milwaukee Public Schools	Krissy Washington	Program Coordinator	(414) 475-8094	washinkn@milwaukee.k12.wi.us
4. Houston Independent School District	Meshia Porter	Vendor Representative Construction Services	(713) 556-5896	hporter1@houstonisd.org
5. Killeen Independent School District	Kasey Modde	Purchasing Specialist	(254) 336-0093	kasey.modde@killeenisd.org

Service Questionnaire

The following chart indicates which AEPA Member States intend to participate in this solicitation category. Respond to Yes/No and choice questions by using an (X). **Note: A Respondent must be willing and able to deliver the proposed products and/or services to 90% of the participating AEPA Member States.**

AEPA Member States	Participating in this category.	In which states has this company sold products/services in the past 3 years? (Place an X where applicable)	If awarded, which states does this company propose to sell in? (Place an X where applicable)	Indicate which states this company has sales reps, distributors or dealers in. (Place an X where applicable)
California	Yes	X	X	X
Colorado	Yes	X	X	X
Connecticut	Yes	X	X	X
Florida	Yes	X	X	X
Georgia	Yes	X	X	X
Illinois	Yes	X	X	X
Indiana	Yes	X	X	X
Iowa	Yes	X	X	X
Kansas	Yes	X	X	X
Kentucky	Yes	X	X	X
Massachusetts	Yes	X	X	X
Michigan	Yes	X	X	X
Minnesota	Yes	X	X	X
Missouri	Yes	X	X	X
Montana	Yes	X	X	X
Nebraska	Yes	X	X	X
New Jersey	No	X	X	X
New Mexico	Yes	X	X	X
North Dakota	Yes	X	X	X
Ohio	Yes	X	X	X
Oregon	Yes	X	X	X
Pennsylvania	Yes	X	X	X
South Carolina	Yes	X	X	X
Texas	Yes	X	X	X
Virginia	Undecided	X	X	X
Washington	Yes	X	X	X
West Virginia	Yes	X	X	X

Wisconsin	Yes	X	X	X
Wyoming	Yes	X	X	X

e-Commerce: Does this business have an e-commerce website? _____ **No** _____ **X** **Yes**

If YES, what is the website? www.LakeshoreLearning.com

Customer and Support Service: It is understood depending on the type, kind and level of products and/or services being proposed in response to this solicitation will impact and determine the type and level of services required and these are identified in Part B Specifications of this solicitation.

Does this business have online customer support options? _____ **No** _____ **X** **Yes**

Does this business have a toll-free customers support phone option? _____ **No** _____ **X** **Yes**

Does this business offer local customer and support service options? _____ **No** _____ **X** **Yes**

State your normal delivery time (in days) and any options for expediting delivery.

Orders will ship in 7-21 business days ARO. For expediting delivery, please contact Penny Stone in our order department. She can be reached at (800) 778-4456 or by email at orderdept@lakeshorelearning.com.

State your backorder policy. Do you fill the order when available, or cancel the order and require participating agencies to reorder if items are backordered?

We knock ourselves out to keep every item in stock, and we succeed 99% of the time. If we do need to backorder merchandise, the backorder will ship as soon as it becomes available. Additionally, if placing on order online and an item is on backorder, the backorder date will be noted on the product detail page and in your shopping cart.

If an order happens to contain a backordered item, we won't send an invoice until the entire order has shipped complete. If the order is date specific, our traffic department will monitor the orders to ensure it meets the delivery date and time. If there are any issues with shipping delays, our customer service or inside sales partner will get in touch with the customer.

Describe your company's payment terms as well as any quick pay discounts.

Lakeshore's standard payment terms are Net 30 Days and does not offer any "quick pay" discounts.

State your company's return policy and any applicable State restocking fees.

Not only are our products distinguished by their quality, educational merit and safety—they're also backed by our ironclad guarantee. If you are unhappy with any item for any reason, you may return it for a full refund or exchange...no questions asked and no restocking fee! If you need assistance with an order, simply contact our Customer Service department at (800) 428-4414. Lakeshore does not charge restocking fees.

Describe any special program that your company offers that will improve customers' ability to access products, on-time delivery, or other innovative strategies.

Lakeshore has the capability of creating a custom e-Procurement website for AEPA members, with separate user logons and passwords, with no limit of users. We can also customize our e-Procurement website to limit purchases to just Classroom Furniture. Terms such as discount, free shipping, and tax exemption are built right into the site, so you always receive contract pricing.

Pricing

Is your pricing methodology guaranteed for the term of the contract? _____ **No** X **Yes**

Will you offer customized price lists to participating entities as encouraged per the pricing terms of Part A? _____ **No** X **Yes**

Will you offer hot list pricing (optional) as described in the pricing terms of Part A? X **No** _____ **Yes**

Will you offer volume price discounts as described in the pricing terms of Part A? X **No** _____ **Yes**

Competitiveness: In order for your response to be considered, your company must offer AEPA prices that are equal to or lower than those normally offered to individual entities or cooperatives with equal or lower volume.

Is the pricing that is proposed to AEPA equal to or lower than pricing your company offers to individual entities or cooperatives with equal to or lower volume? _____ **No** X **Yes**

Indicate which of the following apply and the **level of competitive range** you are offering in response to this solicitation.

- X Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.
- _____ Pricing is LESS THAN individual customer and/or cooperatives. Lower by _____%

Cooperative Contracts: Does your business currently have contracts with other cooperatives (local, regional, state, national)? _____ **No** X **Yes**

If YES, identify which cooperative and the respective expiration date(s).

The following are just a few cooperative contracts that Lakeshore is a part of:

- BuyBoard – Expiration date is 10/31/2022
- Harris County Department of Education / Choice Partners - Expiration date is 5/15/2023
- Region 20/PACE - Expiration date is 12/31/2023
- Region 8/TIPS - Expiration date is 5/31/2024
- Region 19/Allied States Cooperative - Expiration date is 6/30/2023
- National IPA/TCPN/OMNIA - Expiration date is 6/30/2023

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)?

Upon award, we will notify all appropriate Lakeshore departments and regional managers about the new contract. Our regional managers will actively spread the word about our new AEPA relationship when visiting customers. Additionally, our in-house Marketing and Art departments will work together to create any marketing pieces needed, whether they are handouts, brochures, flyers, etc., Additionally, conferences can be attended by one of our local regional managers. Lakeshore’s aggressive marketing campaign will reinforce the benefits of working with AEPA.

Administrative Fee: Which of the following best reflects how your pricing includes the individual AEPA Members’ administrative fee. Mark with an “X”.

	The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling, administrative fee and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency.
X	The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs are added to the adjusted AEPA Member Agency’s price.

	The pricing for the products and/or services includes ALL (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.
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Leasing: Do your business offer leasing arrangements under this solicitation? X **No** _____ **Yes**
 If Yes, please indicate how the rate factor is determined and other cost factors below.
 N/A

If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:

Responsibilities	Yes, indicate with an "X"	No, indicate with an "X"
1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the AEPA contract.	X	
2. Train and educate sales staff on what the AEPA contract is: including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.	X	
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The marketing plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.	X	
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.	X	
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, the Vendor Partner is required to submit a \$0 report to the AEPA Member Agency.	X	
6. Have ongoing communication with the Category Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.	X	
7. Attend two (2) AEPA meetings each year (see Part A)	X	
8. Participate in national and local conference trade shows to promote the AEPA contracts including, but not limited to the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).	X	
9. Increase sales over the term of the contract with all participating AEPA Member Agencies.	X	

Exceptions

Instructions:

1. Mark “No” or “Yes” with an “X” below.
2. If “yes” is marked with an “X” below, insert answers into the form shown below, providing narrative explanations of exceptions. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Exceptions to local, state or federal laws cannot be accepted under this solicitation.

	No , this respondent does not have exceptions to the Terms and Conditions incorporated in Parts A and B of this IFB.
X	Yes , this respondent has the following exceptions to the Terms and Conditions incorporated in Parts A and/or B of this solicitation.

IFB Section and Page Number	Outline Number	Term and Condition	Exception
Part A – Page 15	5.	5. Shipping Terms: (See Part B Specifications for specific instructions on shipping and handling costs for the individual category you are responding to.) Vendor Partner must retain the title and control of all goods until they are delivered and received. All risks of transportation and all related charges must be the responsibility of the Vendor Partner unless other arrangements have been made between the vendor partner and the AEPA Member Agency. Shipping must be FOB destination. The Vendor Partner must file all claims for visible or concealed damage. AEPA Member Agency, or the receiving Buyer, will notify the Vendor Partner and/or Freight Company promptly of any damaged goods and must assist the freight company/Vendor Partner in arranging for inspection. No FOB vessel, car, or other vehicle terms will be accepted.	Lakeshore is offering the following freight terms for all AEPA Member Agencies; Free shipping on orders over \$500.00 shipping to one location in the contiguous United States. For orders under \$500.00, please estimate freight charges at 15% of the subtotal, with a minimum freight charge of \$6.99.

Deviations

Instructions:

1. Mark “No” or “Yes” with an “X” below.
2. If “yes” is marked with an “X” below, insert answers into the form shown below, providing narrative explanations of deviations. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Deviations to local, state, or federal laws cannot be accepted under this solicitation.

X	No , this respondent does not have deviations (exceptions or alternates) to the specifications listed in Part B of this solicitation.
	Yes , this respondent has the following deviations to the specifications listed in Part B of this solicitation.

Outline Number Part B	Specification (describe)	Details of Deviation



Part E – Signature Forms

AEPA 023-D

School & Instructional Supplies

Instructions

Contained herein are forms that **require a signature** from an authorized person at your company. All items found within this document are **mandatory**. Failure to sign the required areas, sections, or signature lines will allow AEPA to consider your company’s proposal as **non-responsive**.

To submit the required signed forms, follow these steps:

1. Read the documents in their entirety.
2. Complete all forms and sign when required.
3. Return the forms and pages **in their correct order and scan one (1) single PDF format titled “Part E – Signature Forms – Name of Bidding Company”** (i.e. one PDF document for all signature forms).
4. Submit Part E, along with other required documents in Public Purchase.

*Note, a bid checklist has been provided to review with your submission.

The following sections will need to be completed prior to submission as **one (1), single PDF** titled “Part E – Signature Forms – Name of Bidding Company”.

Uniform Guidance “EDGAR” Certification Form – *signature required

Bid Affidavit – *signature required

Acceptance of Bid & Contract Award – *signature required

Uniform Guidance “EDGAR” Certification Form

2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent’s willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, AEPA will consider and may list the response, as the Respondents are unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in AEPA’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent’s return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency’s provision shall control.

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Respondent is required to pay wages

to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent's acceptance of wage determination.

Respondent further agrees that is shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Respondent agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, Respondent agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify AEP 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).

13. Governing Law; Forum Selection.

Respondent acknowledges and agrees that any legal action or proceeding in which the Association of Educational Purchasing Agencies, Inc. ("AEPA"), is a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the Commonwealth of Kentucky, and must be brought and determined in the state courts of the Commonwealth of Kentucky in Warren County, Kentucky, or the United States Western District of Kentucky (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

Respondent further acknowledges and agrees that any legal action or proceeding in which a party includes a participating agency, but does not include AEPA as a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the state in which the participating agency is domiciled, and must be brought and determined in the state in which the participating agency is domiciled (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

By initialing the table (1-13) and signing below, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	<u>Respondent Certification:</u> YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	YES	KJ
2. Termination for Cause of Convenience	YES	KJ
3. Equal Employment Opportunity	YES	KJ
4. Davis-Bacon Act	YES	KJ
5. Contract Work Hours and Safety Standards Act	YES	KJ
6. Right to Inventions Made Under a Contract or Agreement	YES	KJ
7. Clean Air Act and Federal Water Pollution Control Act	YES	KJ
8. Debarment and Suspension	YES	KJ
9. Byrd Anti-Lobbying Amendment	YES	KJ
10. Procurement of Recovered Materials	YES	KJ
11. Profit as a Separate Element of Price	YES	KJ
12. General Compliance with Participating Agencies	YES	KJ
13. Governing Law; Forum Selection.	YES	KJ

Lakeshore Learning Materials, LLC

Name of Business

K. Ferguson-Owens

Signature of Authorized Representative

Kyle Ferguson-Owens, Bid Analyst

Printed Name

September 7, 2022

Date

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the **Member Agency**, or any employee thereof, or any person, business or corporation under contract with the **Member Agency** whereby the Respondent, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the **Member Agency**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

Kyle Ferguson-Owens

2695 E. Dominguez Street

Authorized Representative (Please print or type)

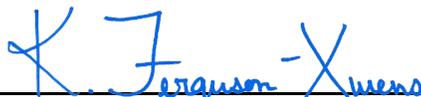
Mailing Address

Bid Analyst

Carson, CA 90895

Title (Please print or type)

City, State, Zip


Signature of Authorized Representative

September 7, 2022

Date

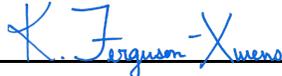


Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	<u>Lakeshore Learning Materials, LLC</u>	Date	<u>September 7, 2022</u>
Address	<u>2695 E. Dominguez Street</u>	City, State Zip	<u>Carson, CA 90895</u>
Contact Person	<u>Kyle Ferguson-Owens</u>	Title	<u>Bid Analyst</u>
Authorized Signature	<u></u>	Title	<u>Bid Analyst</u>
Email	<u>biddept@lakeshorelearning.com</u>	Phone	<u>(800) 421-5354</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2024 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency _____

Authorized Representative _____

Awarded this	day of	Contract Number
Contract to commence	<u>3/1/2023</u>	Or
(Member Agency to select)		

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	Bid Bond – if Required, see Part B if applicable.	Upload PDF copy. The original must be received by Lakes Country Service Cooperative by due date and time.	Send to Lakes Country Service Cooperative.
X	Part C – State-Specific Forms – Name of Responding Company	Single, Scanned PDF	New Jersey Only Requirement. Signatures Required.
X	Part D - Questionnaire – Name of Responding Company Includes: <ul style="list-style-type: none"> • Company Information • Service Questionnaire • Exceptions • Deviations 	Single, Scanned PDF	Required.
X	Part E – Signature Forms – Name of Responding Company Includes: <ul style="list-style-type: none"> • Uniform Guidance “EDGAR” Certification • Bid Affidavit • Acceptance of Bid & Contract Award 	Single, Scanned PDF	Required. Signatures required.
X	Part F – Pricing Schedule – Name of Responding Company	Excel Workbook	Required.
X	Price List and/or Catalog – Name of Responding Company	Upload PDF	Required.
X	Exhibit A – Marketing Plan – Name of Responding Company	Scanned PDF	Optional. Form not provided by AEPA, Respondent Created



Part F.1 – Catalog Discount for Items in a Commercially Available Catalog

AEPA #023-D School & Instructional Supplies

Bidding Company Name:

Lakeshore Learning Materials, LLC

Name of Catalog:

(This must be the catalog in effect as of the bid date)

Lakeshore Elementary 2022 Catalog

Lakeshore Early Childhood 2022 Catalog

Note: Groupings to be defined by Bidder and can be by sub-category, manufacturer, etc.

Part F.1 is a REQUIRED FORM

No.	Grouping of Discount	Discount Offered for This Grouping	Comments
1	All Lakeshore Learning Materials Products	5%	Discount not applicable to sale items.
2	Accessories	5%	Discount not applicable to sale items.
3	Active Play	5%	Discount not applicable to sale items.
4	Arts & Crafts	5%	Discount not applicable to sale items.
5	Blocks & Manipulatives	5%	Discount not applicable to sale items.
6	Books	5%	Discount not applicable to sale items.
7	Classroom Decorations	5%	Discount not applicable to sale items.
8	Complete Learning Zones	5%	Discount not applicable to sale items.
9	Dramatic Play	5%	Discount not applicable to sale items.
10	Games	5%	Discount not applicable to sale items.
11	Infants & Toddlers	5%	Discount not applicable to sale items.
12	Language	5%	Discount not applicable to sale items.
13	Language and Literacy	5%	Discount not applicable to sale items.
14	Literature & Informational Texts	5%	Discount not applicable to sale items.
15	Math	5%	Discount not applicable to sale items.
16	Music	5%	Discount not applicable to sale items.
17	Pocket Charts	5%	Discount not applicable to sale items.
18	Puzzles	5%	Discount not applicable to sale items.
19	Reading	5%	Discount not applicable to sale items.
20	Sand & Water	5%	Discount not applicable to sale items.
21	Science	5%	Discount not applicable to sale items.
22	Sensory Exploration	5%	Discount not applicable to sale items.
23	Social Studies	5%	Discount not applicable to sale items.
24	STEM	5%	Discount not applicable to sale items.
25	Teaching Resources	5%	Discount not applicable to sale items.
26	Writing	5%	Discount not applicable to sale items.
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DESCRIPTIONS (Continued from Page 1)

EVIDENCE OF COVERAGE



COMMERCIAL GENERAL LIABILITY COVERAGE FORM (EXCESS - BROAD FORM)

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and what is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II Who Is An Insured.

Other words and phrases that appear in quotation marks have a special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that you or any insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies; but only to the extent that such "bodily injury" or "property damage" is in excess of the "self-insured retention" that has been exhausted solely by your payment of "claim expenses" and that portion of judgments or settlements to which this insurance would have applied in the absence of the "self-insured retention".
- b. You are responsible for payment of expenses for any defense counsel selected by or on behalf of you or any insured, including "claim expenses", until the "self-insured retention" has been exhausted solely by your payment of "claim expenses" and that portion of judgments or settlements to which this insurance would have applied in the absence of the "self-insured retention".

If we make a payment relating to the defense counsel or defense of any claim against you or any insured within the "self-insured retention", it will be on your behalf, and you must reimburse us within seven business days of the date you receive notice that such payments have been made.

"Claim expenses" and other defense expenses incurred subsequent to the exhaustion of the "self-insured retention" are payable by us, as provided in Supplementary Payments.

- c. If the claim is within the amount of the "self-insured retention", then subject to subsection d. below, you shall have the duty to defend any "suit" brought against you or any insured seeking damages because of "bodily injury" or "property damage" to which this insurance applies. Such duty shall continue until the "self-insured retention" has been exhausted solely by your payment of "claim expenses" and that portion of judgments or settlements to which this insurance would have applied in the absence of the "self-insured retention".

If, however, the amount you have paid on your behalf or on behalf of any insured, for "claim expenses" or judgments and settlements for a claim exceeds the amount of the "self-insured retention", then we shall have the right and duty to defend you or such insured against such claim. Our right and duty to defend ends when we have used up the Limits of Insurance in the payment of judgments or settlements to which this Coverage Part applies.

- d. If the amount you have paid, on your behalf or on behalf of any insured, for "claim expenses" and judgments or settlements for a claim does not exceed the amount of the "self-insured retention", we shall not be obligated to assume charge of, participate in, or pay for the investigation or defense of any claim or "suit".

However, if such claim or "suit", in our opinion, involves or is reasonably likely to involve payment by us under this Coverage Part, we shall:

- (1) Require you or the insured against whom a claim is made or "suit" is brought, to obtain our written consent regarding the selection of any defense counsel;
- (2) At our own expense, have the right but not the duty to investigate and to assign counsel in addition to any defense

counsel assigned by or on behalf of you or the insured. Such additional counsel shall have the right to participate in the investigation, defense or settlement of any claim or "suit" on our behalf; and

- (3)** Have the right but not the duty to assume control of the defense, and we shall have that right even if we have not elected to assign additional defense counsel.

If we assume control of the defense:

- (a)** We shall have the right to select or dismiss defense counsel for the purpose of continuing the defense of any "suit"; and
- (b)** You shall continue to pay, or reimburse us for, any "claim expenses" pursuant to the defense of you or any insured until the "self-insured retention" is exhausted.

During the course of controlling the defense we shall have the right but not the duty to settle the claim or "suit" by paying all or part of the "self-insured retention" or Limits of Insurance. Such payment is on your behalf, and you are responsible for reimbursing us for payments of damages and "claim expenses" within the "self-insured retention" we have made, within seven business days of the date you receive notice that such payments have been made.

If we avail ourselves of the foregoing right(s), you and any other insured, your and any other insured's claim servicing agency and we shall cooperate in such investigation, defense or settlement.

Any right or opportunity we have exercised to participate in or control the defense ends at our discretion, but in all events ends when we have used up the limit of insurance in the payment of judgments or settlements to which this Coverage Part applies.

- e.** In no event shall:

- (1)** The "self-insured retention" be reduced by your or any insured's overhead, cost of investigation of claims by salaried "employees" or "employee" time; nor any expenses or appeals not incurred with our written consent pursuant to the Duties In The Event of Occurrence, Offense, Claim or Suit Condition in Section **IV** or the Appeals Condition in Section **IV**; or
- (2)** We have any obligation or liability to pay

sums or performs acts or services unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

- f.** The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance. We have no other obligation to pay anything unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

- g.** This insurance applies to "bodily injury" and "property damage" only if:

- (1)** The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2)** The "bodily injury" or "property damage" occurs during the "policy period"; and
- (3)** Prior to the "policy period", no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the "policy period", that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the "policy period" will be deemed to have been known prior to the "policy period".

- h.** "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1)** Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2)** Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3)** Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- i.** Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

j. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
- (2) For the purposes of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this policy applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations; or
- (e) To the extent that any such injury or damage is included in the "products-completed operations hazard".

Solely to the extent "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; subparagraph (d) does not apply to "bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor. This exception also does not apply if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or access the effects of "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "aircraft", "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "aircraft", "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of "aircraft" or watercraft;

- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An "aircraft" that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising directly or indirectly, out of:

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage to Property

"Property Damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or

subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Distribution Of Material In Violation Of Statutes

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any Statute, ordinance or regulation, other than TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

t. Aircraft Products

(1) "Bodily injury" or "property damage" included in the "products - completed operations hazard" and arising out of the design, manufacture, sale, handling or distribution of "aircraft products", or reliance upon any representation or warranty made with respect thereto, or to any liability arising out of the "grounding" of any "aircraft"; or

(2) Liability assumed by you under any contract or agreement if such liability arises out of "aircraft products" designed, manufactured, sold, handled or distributed by you or by others trading under your name.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that you or any insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies; but only to the extent that such "personal and advertising injury" is in excess of the "self-insured retention" that has been exhausted solely by the payment of "claim expenses" and that portion of judgments or settlements to which this insurance would have applied in the absence of the "self-insured retention".

- b. You are responsible for payment of expenses for any defense counsel selected by or on behalf of you or any insured, including "claim expenses", until the "self-insured retention" has been exhausted solely by the payment of "claim expenses" and that portion of judgments or settlements to which this insurance would have applied in the absence of the "self-insured retention".

If we make a payment relating to the defense counsel or defense of any claim against you or any insured within the "self-insured retention", it will be on your behalf, and you must reimburse us within seven business days of the date you receive notice that such payments have been made.

"Claim expenses" and other defense expenses incurred subsequent to the exhaustion of the "self-insured retention" are payable by us, as provided in Supplementary Payments.

- c. If the claim is within the amount of the "self-insured retention", then subject to subsection d. below, you shall have the duty to defend any "suit" brought against you or any insured seeking damages because of "personal and advertising injury" to which this insurance applies. Such duty shall continue until the "self-insured retention" has been exhausted solely by the payment of "claim expenses" and that portion of judgments or settlements to which this insurance would have applied in the absence of the "self-insured retention".

If, however the amount you have paid on your behalf or on behalf of any insured, for "claim expenses" or judgments and settlements for a claim exceeds the amount of the "self-insured retention", then we shall have the right and duty to defend you or such insured against such claim. Our right and duty to defend ends when we have used up the Limits of

Insurance in the payment of judgments or settlements to which this Coverage Part applies.

- d. If the amount you have paid, on your behalf or on behalf of any insured, for "claim expenses" and judgments or settlements for a claim does not exceed the amount of the "self-insured retention", we shall not be obligated to assume charge of, participate in, or pay for the investigation or defense of any claim or "suit".

However, if such claim or "suit", in our opinion, involves or is reasonably likely to involve payment by us under this Coverage Part, we shall:

- (1) Require you or the insured against whom the claim is made or "suit" is brought, to obtain our written consent regarding the selection of any defense counsel;
- (2) At our own expense, have the right but not the duty to investigate and to assign counsel in addition to any defense counsel assigned by or on behalf of you or the insured. Such additional counsel shall have the right to participate in the investigation, defense or settlement of any claim or "suit" on our behalf; and
- (3) Have the right but not the duty to assume control of the defense, and we shall have that right even if we have not elected to assign additional defense counsel.

If we assume control of the defense:

- (a) We shall have the right to select or dismiss defense counsel for the purpose of continuing the defense of any "suit"; and
- (b) You shall continue to pay, or reimburse us for, any "claim expenses" pursuant to the defense of you or any insured.

During the course of controlling the defense we shall have the right but not the duty to settle the claim or "suit" by paying all or part of the "self-insured retention" or Limits of Insurance. Such payment is on your behalf, and you are responsible for reimbursing us for payments of damages and "claim expenses" within the "self-insured retention" we have made within seven business days of the date you receive notice that such payments have been made.

If we avail ourselves of the foregoing right(s), you and any other insured, your and any other

insured's claim servicing agency and we shall cooperate in such investigation, defense or settlement.

Any right or opportunity we have exercised to participate in or control the defense ends at our discretion, but in all events ends when we have used up the limit of insurance in the payment of judgments or settlements to which this Coverage Part applies.

e. In no event shall:

(1) The "self-insured retention" be reduced by your or any insured's overhead, cost of investigation of claim by salaried "employees", or "employee" time; nor any expenses or appeals not incurred with our written consent pursuant to the Duties In The Event of Occurrence, Offense, Claim or Suit Condition in Section IV or the Appeals Condition in Section IV; or

(2) We have any obligation or liability to pay sums or performs acts or services unless explicitly provided for under Supplementary Payments – Coverages A and B.

f. The amount we will pay for damages is limited as described in Section III – Limits Of Insurance. We have no other obligation to pay anything unless explicitly provided for under Supplementary Payments – Coverages A and B.

g. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the "policy period".

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the "policy period".

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

"Personal and advertising injury" arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of:

(1) Copyright;

(2) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(3) Title of any literary or artistic work.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 20.a., b. and c. of "personal and

advertising injury" under the Definitions Section.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your website, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising directly or indirectly out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your website;
- (2) Placing a link to a website of others on your website;
- (3) Content, including information, sounds, text, graphics, or images from a website of others displayed within a frame or border on your website; or
- (4) Computer code, software or programming used to enable:
 - (a) Your website; or
 - (b) The presentation or functionality of an "advertisement" or other content on your website.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Discrimination

"Personal and advertising injury" arising out of discrimination.

u. Employment-Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. Distribution Of Material In Violation Of Statutes

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any Statute, ordinance or regulation, other than TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. You will pay:

- a. With respect to any claim or "suit" against you or any other insured that you have a duty to defend, all "claim expenses" you incur, within the amount of the "self-insured retention". Even if we elect to assume control of the defense, you will continue to pay such expenses, or reimburse us for such expenses within the amount of the "self-insured

retention", at our sole discretion and direction. If we pay such expenses, you must reimburse us for all such expenses within seven business days of the date you receive notification that such payment has been made.

- b. Prejudgment interest awarded against you or any insured on that portion of the judgment or settlement that is within or equal to the amount of the "self-insured retention". Your payment will be in the ratio that your liability for the judgment rendered or settlement made bears to the whole amount of such judgment or settlement.
- c. Interest on that portion of a judgment or settlement that accrues after entry of the judgment and before you have paid, offered to pay, or deposited in court the part of the judgment that is within or equal to the amount of the "self-insured retention". Your payment will be in the ratio that your liability for the judgment rendered or settlement made bears to the whole amount of such judgment or settlement.

Paragraphs **b.** and **c.** above will not reduce the amount of the applicable "self-insured retention".

2. We will pay:

- a. With respect to any claim you investigate or settle, or any "suit" against you or any other insured you have a duty to defend, all "claim expenses" in excess of the "self-insured retention".

We will pay all "claim expenses" we incur if we have elected to associate with the defense counsel assigned by or on behalf of you or any other insured, whether within or in excess of the "self-insured retention".

- b. The following in the ratio that our liability for the judgment rendered or settlement made bears to the whole amount of such judgment or settlement:
 - (1) Prejudgment interest awarded against you or any other insured on that portion of the judgment or settlement we pay that is in excess of the amount of the "self-insured retention".
 - (2) Interest on that portion of a judgment or settlement that accrues after entry of the judgment and before you have paid, offered to pay, or deposited in court the part of the judgment that is in excess of the amount of the "self-insured retention".
 - (3) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability

Coverage applies. We do not have to furnish these bonds.

- (4) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- (5) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- (6) All costs taxed against the insured in the "suit".

These payments will not reduce the limits of insurance.

- 3. If we defend you or any other insured against a "suit" and an indemnitee of such insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with you and us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send you and us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and

- (d) Cooperate with you and us with respect to coordinating other applicable insurance available to the indemnitee; and

- (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met,

- (1) Attorneys fees incurred by you in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at your request will be borne by you as "claim expenses" until the "self-insured retention" is exhausted; and
- (2) Attorneys fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be borne by us as "claim expenses" by us after the "self-insured retention" has been exhausted.

Notwithstanding the provisions of paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance; however, such payments will reduce the "self-insured retention" to the same extent that other "claim expenses" reduce the "self-insured retention."

Your obligation to defend an insured's indemnitee and to pay for attorneys fees and necessary litigation expenses as Supplementary Payments ends when you have used up the applicable "self-insured retention" in the payment of judgments, settlements, or "claim expenses"; or when the conditions set forth above, or the terms of the agreement described in paragraph **f.** above, are no longer met.

Our obligation to defend you or any other insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers", (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or while performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (1)(b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by, or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to the liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Newly Acquired or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial

interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the "policy period", whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business; and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or

normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in subparagraphs (d) or (f); or
 - (ii) Such inspections adjustments or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury" or "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors of Land or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

e. Permits issued By State or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an insured under paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations,
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if;
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds under this provision is described in Section III – Limits Of Insurance. Such limits of insurance apply only in excess of the "self-insured retention".

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III LIMITS OF INSURANCE

1. The Most We Will Pay

Subject to item **1.a.** of the **Insuring Agreement**, the Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;

- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- b. Damages under Coverage **B**.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal and Advertising Injury Limit

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for damages under Coverage **A** because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. How Limits And Self Insured Retention Apply to Additional Insureds

If you have agreed in a contract or agreement that another person or organization be added as an insured on your policy:

- a. You are responsible for payment of any "self-insured retention" on behalf of such person or organization; and
- b. The most we will pay on behalf of such insured or any other insured endorsed to this Coverage Part is the lesser of:
 - (1) The limits of insurance specified in the contract or agreement; or
 - (2) The Limits of Insurance shown in the Declarations.

Any amount we pay shall be in excess of the "self-insured retention" and is part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part and the amount of the "self-insured retention" apply separately to each "policy period". If the "policy

period" is extended after issuance for an additional period, such additional period will be deemed to be part of the "policy period" for purposes of determining the applicable Limits of Insurance and "self-insured retention".

SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Your bankruptcy or insolvency, or the bankruptcy of any other insured or of the insured's estate will not relieve:

- a. Us of our obligations under this Coverage Part, or
- b. You of your obligations to defend any claim or "suit" against you or any other insured.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice of Occurrence Or Offense

You or any insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim Or Suit

If a claim is made or "suit" is brought against any insured, you or any insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable if the claim or "suit" is likely to exceed the "self-insured retention".

You or any insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit" involving or likely to involve a sum in excess of the "self-insured retention";
- (2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit";

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance or the "self-insured retention" may also apply;

(5) Advise us of the name and address of defense counsel retained to represent the insured's interest with respect to the "self-insured retention". Further, if the claim or "suit", in our opinion, involves or is reasonably likely to involve payment by us under this Coverage Part, we shall require you or the insured against whom a claim is made or "suit" is brought, to obtain our written consent regarding the selection of any defense counsel;

(6) Furnish us the following information:

(a) Quarterly loss runs identifying all open and paid claims and "claim expenses". Such loss runs shall be furnished until all claims and "claim expenses" are paid;

(b) Complete information on all claims reserved for 50% or more of the amount of the "self-insured retention". This information must be furnished within 30 days from the date such reserve is established;

(c) Complete information on all claims (including multiple claims) arising out of an "occurrence" or offense which might require payment in excess of the "self-insured retention". This information must be furnished within 30 days from the date such possibility first arises;

(d) Complete information on any claim arising out of an "occurrence" or offense involving a minor child, or any of the following injuries:

(i) Death,

(ii) Quadriplegia,

(iii) Paraplegia,

(iv) Brain Damage,

(v) Loss of Vision,

(vi) Loss of Limb, or

(vii) Hospitalization for more than 30 days.

This information must be furnished within 30 days from the date such claim is first made; and

(7) Maintain adequate claim records and supporting data which document reserves for payment of claims, dates and amounts of any settlements, including specific identification of "claim expenses" incurred and paid.

d. Acceptance Or Rejection of Settlement Within The "Self-Insured Retention"

You, any insured as described in Section II - Who Is an Insured or any insured endorsed to this Coverage Part shall, as respects the "self-insured retention", exercise good faith in evaluating whether to accept or reject a settlement offer extended by a party making a claim. The failure to exercise such good faith by you, and any such insured will relieve us of any obligation to pay any sum in excess of the amount of the settlement that could have been accepted.

e. Obligations At The Insureds Own Cost

No insureds will, except at the insured's own cost, make or agree to any settlement for a sum in excess of the "self-insured retention" without our consent.

If any insured makes a payment, assumes any obligation, or incurs any expense, other than for first aid, without our consent, such payment, obligation or expense will be at the insured's own cost.

f. Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an insured, such insured must submit such claim or "suit" to the other insurer for defense and indemnity.

g. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any insured that is an individual;
- (2) Any partner, if you or an insured is a partnership;
- (3) Any manager, if you or any insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an insured is a corporation;
- (5) Any trustee, if you or an insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

Paragraph g. applies separately to you and any insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us under this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis, except when purchased specifically to apply in excess of this insurance.

If this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for damages in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the "policy period" is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, your responsibility under the "self-insured retention" and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. How Recoveries Shall Be Applied

Recoveries shall be applied to reimburse:

(1) First, any interest (including the Named Insured) that paid any amount in excess of our Limits of Insurance;

(2) Second, us, along with any other insurers having a quota share interest at the same level; and

(3) Third, such interests (including the Named Insured) of whom this insurance is excess.

However, a different apportionment may be made to effect settlement of a claim by agreement signed by all interests.

c. Apportionment Among All Interests

Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

d. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

10. Maintenance of Self-Insured Retention

You shall do whatever is required, including provision of sufficient funds, to maintain the "self-insured retention" in full effect during the currency of this policy. If the "self-insured retention" becomes invalid, suspended, unenforceable or uncollectable for any reason, including bankruptcy or insolvency, we shall be liable only to the extent we would have been had such "self-insured retention" remained in full effect.

The first Named Insured shall give us written notice as soon as practicable of any change in the operating status of any "self-insured retention", or when the sum of all incurred losses and "claim expenses" equals or exceeds 70% of the "self-insured retention".

11. Appeals

a. For amounts within the "self-insured retention":

(1) If we or you with our consent, elect to appeal a judgment, then any resultant additional expenses, settlements or judgments to which this insurance applies shall reduce the amount of the "self-insured retention". We shall be liable for such additional expenses, settlements or judgments that are in excess of the "self-insured retention".

(2) If you or any insured, without our consent, elects to appeal a judgment, any resultant additional expenses, settlements or judgments shall not reduce the amount of the "self-insured retention". We shall not be liable for such resultant additional

expenses, settlements or judgments, whether or not they are in excess of the "self-insured retention".

b. For amounts in excess of the "self-insured retention":

(1) If you or any insured elects to appeal, and such appeal is with our consent, then we shall be liable for any additional expenses, settlements or judgments to which this policy applies.

(2) If you or any insured elect to appeal, and such appeal is without our consent, then we shall not be liable for any additional expenses, settlements or judgments.

(3) If you or any insured elect not to appeal a judgment, then we may, at our option, make such appeal at our cost and expense, and we shall be liable for any additional expenses, settlements or judgments to which this policy applies.

We will in no event be obligated to post or obtain any appeal bond, but we will pay for the cost of such a bond obtained by the insured on appeals we consent to, and taxable costs, disbursements and interest incidental thereto.

SECTION V – DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or

b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Aircraft" includes but is not limited to heavier-than-air flying vehicles, helicopters, gliders, missiles or spacecraft.

4. "Aircraft products" means "aircraft" and any other goods or products manufactured, sold, handled or

distributed or services provided or recommended by the insured or by others trading under his or her name for use in the manufacture, repair, operation, maintenance or use of any "aircraft".

"Aircraft products" includes:

a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "aircraft products"; and

b. The providing of or failure to provide warnings or instructions.

5. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

6. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

7. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

8. "Claim expenses" means:

- a. All expenses incurred by or on behalf of you or any other insured with our written consent; and
- b. All expense incurred by us on behalf of you or any other insured, if we assume control of the defense pursuant to paragraph 1.c of the Insuring Agreement.

But "claim expenses" include only those expenses incurred in the investigation or defense of claims or "suits". The following are not "claim expenses":

- (1) Claim fees paid to your or any other insured's claim servicing agency;
- (2) Any expenses associated with appeals made by you or any other insured without our consent for judgments or settlements, whether greater or lesser than the amount of the "self-insured retention";
- (3) Salaries of your "employees", any other insured's "employees", and our "employees", except the costs and expenses of our staff defense counsel and legal assistants; or
- (4) Damages.

9. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in a. above;

(2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

10. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

11. "Employment-Related Practices" means:

a. Refusal to employ a person;

b. Termination of a person's employment; or

c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at a person.

12. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

13. "Grounding" means:

a. The withdrawal of one or more "aircraft" from flight operations; or

b. The imposition of speed, passenger or load restrictions on such "aircraft" by reason of the existence of or alleged or suspected existence of any defect, fault or condition in such "aircraft" or any part thereof:

(1) Sold, handled or distributed by the insured; or

(2) Manufactured, assembled or processed by any other person or organization:

(a) According to specifications, plans, suggestions, orders or drawings of the insured; or

(b) With tools, machinery or other equipment furnished to such persons or organizations by the insured;

Whether such "aircraft" so withdrawn or restricted are owned or operated by the same or different person or organizations.

14. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

15. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for any injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
16. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
17. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an "aircraft", watercraft or "auto";
 - b. While it is in or on an "aircraft", watercraft or "auto"; or
 - c. While it is being moved from an "aircraft", watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the "aircraft", watercraft or "auto".
18. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

 - (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
19. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
20. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;

- f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".
- 21.** "Policy period" means the period beginning with the inception date shown in the Declarations and ending with the earlier of:
- a. The date of cancellation of this Coverage Part; or
 - b. The expiration date shown in the Declarations.
- 22.** "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 23.** "Products-completed operations hazard":
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
 - b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.
- 24.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
- As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:
- a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from;
- computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 25.** "Self-insured retention" refers to the amount(s) set forth in the Declarations as such, and is defined below:
- a. As respects the All Coverages (including Products-Completed Operations) Aggregate Retention, "self-insured retention" means the amount you must pay as damages and "claim expenses" for all "personal and advertising injury" and all "occurrences" taking place during the "policy period";
 - b. Subject to a. above, as respects the Products-Completed Operations Aggregate Retention, "self-insured retention" means the amount you must pay as damages and "claim expenses" for all "occurrences" taking place during the "policy period" and arising out of the "products-completed operations hazard";
 - c. Subject to a. above, as respects the General Aggregate Retention, "self-insured retention" means the amount you must pay as damages and "claim expenses" for all "personal and

advertising injury" and all "occurrences" arising out of other than the "products-completed operations hazard"; and

- d. Subject to **b.** or **c.** above, whichever applies, as respects the Personal and Advertising Injury Retention, or the Each Occurrence Retention, "self-insured retention" means the amount you must pay as damages and "claim expenses" for "personal and advertising injury", or any one "occurrence", respectively, before we will pay anything.

You are responsible for payment of any sums in satisfaction of the "self-insured retention" regardless of whether you or any other insured is found legally liable for damages.

Your obligation to pay the "self-insured retention" shall apply fully and separately to each "policy period" shown in the Declarations and shall not be reduced by:

- a. The payment of any deductible amount, any participation of the insured or any amount retained by the insured under any other policy of insurance for any other applicable "policy period";
- b. Any payment made on your behalf by another, including any payment from any other applicable insurance;
- c. Any defense costs or damages to which this insurance does not apply; or
- d. Any amount we pay pursuant to **1.b.** of the Insuring Agreement, unless you reimburse us.

However, if the "policy period" is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the applicable "self-insured retention".

- 26. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

27. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

- 28. "Volunteer worker" means a person who
 - a. Is not your "employee";
 - b. Donates his or her work;
 - c. Acts at the direction of and within the scope of duties determined by you; and
 - d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

- 29. "Your product":
 - a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

- b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

- 30. "Your work":
 - a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
 - (2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
 - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



SENTRY CASUALTY COMPANY
Carrier Code No. 37877

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**TEXAS WAIVER OF OUR RIGHT
TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All

3. Premium

The premium charge for this endorsement shall be N/A percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

WC 42 03 04 A (Ed. 1-00)



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EDUCATORS LEGAL LIABILITY COVERAGE PART (CLAIMS MADE)
LIQUOR LIABILITY COVERAGE PART
MANUFACTURERS' ERRORS AND OMISSIONS LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRINTERS ERRORS AND OMISSIONS LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice

Cancellation: 10

Nonrenewal: 10

(If no entry is shown in the Schedule above for either Cancellation or Nonrenewal, the number of days notice for that condition is not amended by this endorsement)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation or nonrenewal, as provided in:

1. Paragraph **A.2.** of the **Cancellation** Common Policy Condition;
2. The Coverage Part; or
3. An applicable state cancellation or nonrenewal endorsement,

whichever may apply, is increased to the number of days shown in the Schedule above.

In no event, however, will notice of cancellation or nonrenewal be less than the minimum number of days required, if any, of the state shown as the first Named Insured's mailing address shown in the Declarations.

EXHIBIT A MARKETING PLAN

Lakeshore's marketing plan will be managed at our corporate office headquarters in Carson, California. We have marketing and art departments that will be dedicated to AEPA agency members' Marketing Plan. Our Senior Director of Marketing; Steve Ziemniak and Marketing Manager; Miranda Murray, will be committed to marketing this contract per the specific needs of all AEPA's participating state agencies.

Our marketing staff will be versed in the intricacies of the arrangement with all AEPA members. They will be exposed to the basic tenants of the agreement, as well as learning about the ways to increase business through this partnership. The marketing staff will be trained to use AEPA as a primary source, with marketing materials being created that specifically emphasize the benefits of working with AEPA and Lakeshore, to be distributed to all eligible agencies in the AEPA participating states.

Our dedicated in-house Marketing and Art departments will work together to create any marketing pieces needed, whether they are handouts, brochures, flyers, etc., Additionally, conferences can be attended by one of our local regional managers. Lakeshore's aggressive marketing campaign will reinforce the benefits of working with AEPA.

In addition to our Marketing Plan outlined in 'Part D - Questionnaire', attached you will find an example our proposed Marketing Plan.

EXHIBIT C WARRANTIES AND ADDITIONAL SERVICES

PRODUCT WARRANTY

We unconditionally guarantee every item. We stake our reputation on the quality of our products. If you are unhappy with any item for any reason, return it to us for a full refund or exchange.



- **Lifetime warranty** on premium-quality classroom furniture, tables and desks, chairs, and cots
- **10-year warranty** on Classroom Carpets
- **5-year warranty** on Write & Wipe Mobile Tables & Desks, Outdoor Furniture, trikes, and cribs
- All other items receive a full-year warranty (unless otherwise noted)

INSTALLATION PROCEDURE

Complimentary White-Glove Delivery and Installation service on orders \$20,000* or more that ship to a single location in the contiguous United States. Additional charges may apply for remote locations.

On delivery day, we take care of everything—with White-Glove Delivery and Installation service! This service includes:

- Unpacking and assembly
- Supervised setup in a classroom, a library, a media center or other learning space
- Custom labeling and boxing of orders by designated information, such as by classroom or teacher
- Supervised verification that all rooms are in ready-to-move-in condition

*For orders under \$20,000, there will be an installation surcharge of 20%.



CLASSROOM & SCHOOL DESIGN PLANNING

We have extensive experience partnering with site and design advisory teams on large projects. Upon award, our team can meet with advisory boards to visit classrooms, libraries, media centers or other sites to measure, develop and deliver complimentary 3-D classroom layouts. These “scaled” 3-D renderings are available at no additional cost—and feature all furniture, carpet, doors, windows, etc., to ensure appropriate sizing and functionality in each environment.



PROFESSIONAL DEVELOPMENT

Lakeshore Professional Services Group (PSG) is proud to offer personalized, hands-on learning services designed to support the unique and growing needs of teachers and educators. As former educators, our PSG specialists will partner with you to customize the perfect mix of content and training to support your professional development needs. In addition, our team will assist you with every step of the process:



Below are just a few of our wide range of standing topics:

- Determine your learning goals
- Assist with your organization's decision-making process
- Create a custom solution specific to your content/training needs
- Plan and lead implementation
- Social-Emotional Development
- Flexible Seating for 21st-Century Classrooms
- Developmentally Appropriate Activities
- Language and Literacy
- Cognitive Development
- STEM/STEAM
- Standards for Mathematical Practice
- Environments
- Instructional Support
- Intervention

Professional Development can be tailored for a variety of audiences, including teachers, administrators and parents. Choose from in-person events, live or recorded virtual sessions, or a combination of both.

LOCAL RETAIL SUPPORT

All AEPA participating agency members can take advantage of any of our 62 retail store locations across the country! Our store managers and team of store associates are available to provide a seamless shopping experience! Simply provide Bid #023-D at the register to receive contract pricing. Lakeshore is also willing to make this retail store space available to AEPA members for special events!

E-PROCUREMENT SERVICES

Lakeshore offers free custom eProcurement solutions that can meet all electronic ordering and invoicing needs. Our eProcurement team serves over 5,000 organizations nationwide, from metropolitan school districts to local Head Starts. We can create custom Procurement websites, as well as electronic integration via cXML punchout and EDI.

Benefits of Custom E-Procurement Websites

- Online Ordering
- Control spending by setting up authorized users and restrictions.
- Improve efficiency
- Simplify reporting & reconciliation
- Achieve “green” goals
- Access to contract pricing!

Online features

- Online order tracking and administration
- Purchasing system integration (SAP, Oracle & more)
- Custom spending thresholds and approval processes
- Custom product assortments and terms
- Setup is fast and secure

Customization

Lakeshore has the capability of creating separate user logons and passwords, with no limit of users. We can also customize our ePro website to limit purchases to just Classroom Furniture and Equipment. Terms such as discount, free shipping, and tax exemption are built right into the site, so you always receive contract pricing.

Restrictions

We can also add in levels of approval routing (up to three different approval levels) into the site, along with individual. We can also narrow item selection to target customers' needs by removing certain categories of items. Individual users can also be assigned spending limits or budgets, so that they do not exceed limits when shopping.

REPORTING

Lakeshore has the capability to report and track all products and services sold to all AEPA members. We have an in-house IT team of over 40 people that can design, program, and implement reporting tools and analysis for your program to your specifications. Lakeshore does not charge any fees associated with our reports. Upon award, we will set up all automated reports, per “Part C – Member Agency (State) Terms and Conditions”, requirements. Members must reference “Per Bid #023-D” on all purchase orders. Designated to this contact for reporting is Kelly Brim.

Kelly Brim, Contract Reporting Specialist

Kelly has over 3 years of experience at Lakeshore Learning Materials and is an expert at understanding and adhering to the contractual reporting requirements. Kelly can be reached by phone at (800) 421-5354 ext. 2597, by fax (310) 537-7990, or by e-mail at bidreporting@lakeshorelearning.com.

Kelly's responsibilities include:

- Managing executive and ad-hoc reporting utilizing Salesforce, SQL, and other internal systems
- Setting up and managing all monthly, bi-monthly, quarterly and annual sales reports in connection with contracts to ensure all reports and payments are processed

CUSTOMER SERVICE

We can't say it enough: Customer satisfaction is our number-one priority. As such, our multifaceted Customer Service representatives go out of their way to provide a peak experience for every customer.

Customer Service Center:

Address: Lakeshore Learning Materials - Customer Service Department
2695 E. Dominguez St., Carson, CA 90895

Phone: (800) 428-4414

Fax: (310) 537-4261

E-Mail: lakeshore@lakeshorelearning.com

Hours of Operation: Monday-Friday, 6:00 a.m.-6:00 p.m., PST

Customized Support for Today's Educators

Lakeshore®

Professional Services Group

PROFESSIONAL DEVELOPMENT by LAKESHORE



Lakeshore's passion for supporting teachers doesn't end with the products we develop. Our **Professional Services Group (PSG)** offers personalized, hands-on learning services designed to support the unique needs of educators—from professional development and conference workshops to quality-improvement services for early learning and elementary programs.

PROFESSIONAL DEVELOPMENT

Providing customized support to meet a variety of needs, PSG's content-based sessions are led by educators who are experts in the field.

KEYNOTES & WORKSHOPS

We offer engaging keynote addresses, plus pre-service workshops and conference sessions—or you can create your own "Lakeshore Academy."

MATERIALS TRAINING

Our on-site trainings ensure that teachers and students receive the greatest educational benefit from our materials beginning on day one.

SUPPORT SERVICES

To support your quality-improvement goals, we offer targeted services designed to get your program where you would like it to be.

Popular topics:

Social-emotional development, flexible classrooms, special education, STEM & much more!

FLEXIBLE SCHEDULING OPTIONS

■ Half-Day Sessions (up to 3 hours) ■ Full-Day Sessions (over 3 hours) ■ Multi-Day Series

HOW CAN WE HELP?

Have a specific need or program goal?
Contact us at **(800) 421-5354** or **psg@lakeshorelearning.com**
for all the details!

LakeshoreLearning.com



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Lakeshore®





WELCOME to the World of Lakeshore®



At Lakeshore, we believe in creating materials that matter. Our innovative furniture and hands-on learning materials are designed to support students and educators—while meeting the highest standards of quality and safety.

Developed by teachers for teachers, our products are meticulously crafted to help students reach developmental and academic milestones through sixth grade, with furniture designed for any learning space through middle school. Plus, all Lakeshore products are backed by our unconditional guarantee of customer satisfaction.

Lakeshore has been proud to serve teachers and students for over 65 years—and we look forward to the opportunity to support your needs, too.

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The Lakeshore® STORY

A Simple Beginning

The Lakeshore story begins with one person taking a chance—our founder, Ethelyn Kaplan. In 1954, this single mom packed up her family and headed to California to open a toy store. Not long after she set up shop, educators began calling her for classroom supplies. In that moment, Ethelyn discovered a higher purpose—serving teachers.



Ethelyn at her original store.

Reaching Our Customers Today

Today, we have a thriving e-commerce business, a national sales division, catalogs and retail locations across the country. We attribute our growth to the more than 2,000 people who make up our team—and who keep us reaching for the stars on behalf of students and teachers everywhere!

E-Commerce

LakeshoreLearning.com is your one-stop shop for products and services you won't find anywhere else—from innovative teaching materials to custom learning solutions.

Catalogs

For materials that spark a love of learning, look to our flagship catalogs—*Early Childhood*, *Elementary*, *Infant & Toddler Environments* and *Gifts for Growing Minds*.



National Sales Division

If you need in-person, expert support with product selection, consultation or classroom design, our sales team is ready to help. Their depth of knowledge and problem-solving abilities are at your service—in any city, state or region!



Lakeshore Learning Store

Today, you'll find Lakeshore Learning Stores from coast to coast! Customers can stop by any store for exclusive learning materials, lamination services, expert support from our associates and more!

- **Try Before You Buy**

Want a closer look? We'll open any package you like.

- **Private Events**

We're always happy to host private shopping parties, anniversary celebrations and more in support of local schools and their staff.



**60+ stores
nationwide!**

Lakeshore® PRODUCT Innovation

At Lakeshore, we're focused on innovation—not only in the products we create but also in the way we develop them. What's our secret? Our in-house developers are teachers themselves, using firsthand knowledge of the classroom to create one-of-a-kind materials you won't find anywhere else. From the diverse tones of *People Colors® Crayons* to the hands-on reinforcement of *Engineer-A-Coaster Activity Kit*, our product developers put innovation front and center.

Developed by Teachers for Teachers

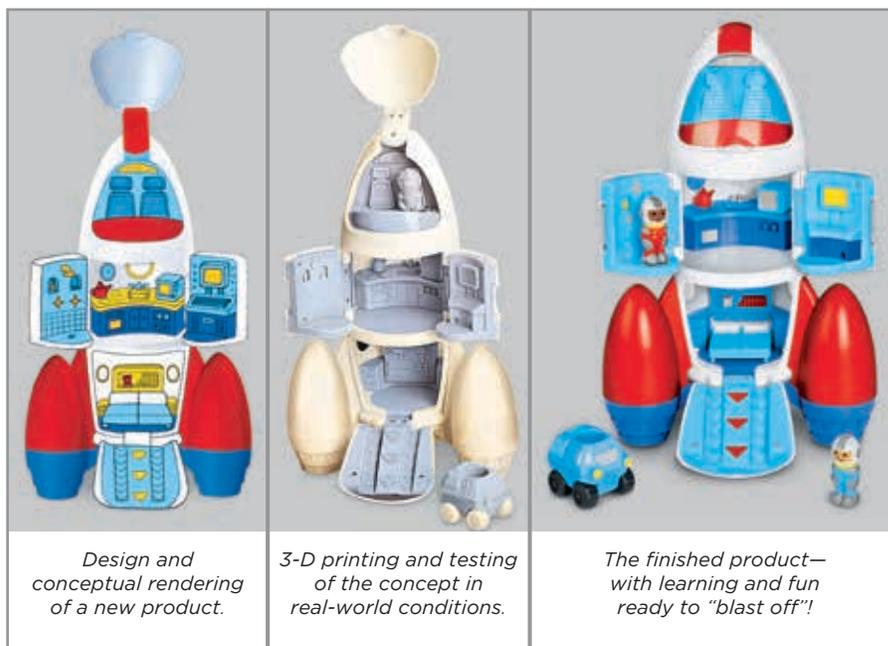
All of our product developers are educators who apply real-world classroom experience to every product they create—helping Lakeshore provide the materials teachers need so students can reach their education goals year after year.



Engineered for Success

Lakeshore product developers are supported by in-house engineers and designers who turn great concepts into products that promote learning in and out of the classroom.

To ensure quality and safety, every product undergoes an average of 100-plus hours of development and testing before it reaches our customers.

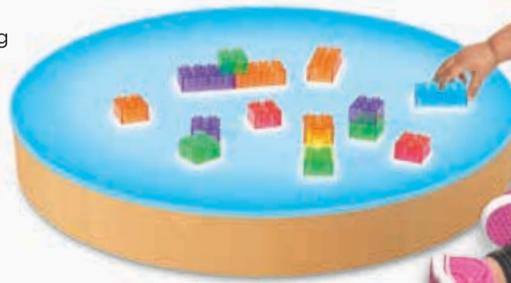


Infants & Toddlers

We know that little ones love to investigate the world around them. So our product developers create infant & toddler materials that invite lots of exploration—while withstanding wear & tear and keeping children safe.



Feelings & Emotions Washable Dolls



Play & Explore Color-Changing Light Center

Preschool & Prekindergarten

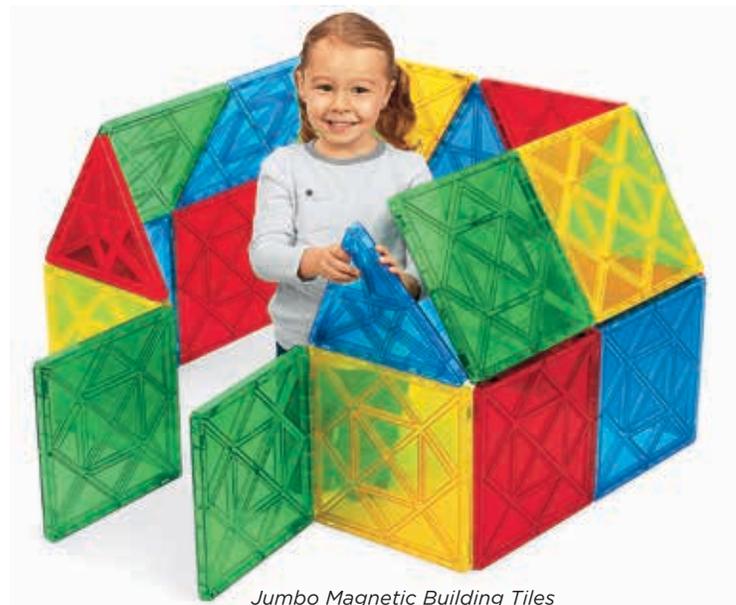
As children grow, their developmental needs change. Our products for preschool & prekindergarten reflect this change—promoting learning and discovery, creative expression and social-emotional development.



Jumbo People Colors® Crayons



Alphabet Learning Locks



Jumbo Magnetic Building Tiles

Elementary

Our elementary products target core subject areas—from literacy, language and diversity to math, science and STEM. With an emphasis on versatility, we offer standards-based materials designed for a variety of instructional methods—including project-based, small-group and independent learning.



Diversity & Inclusion Prompt Cards



Engineer-A-Coaster Activity Kit

Lakeshore® FURNITURE

Our proprietary furniture lines serve a variety of student populations and support their physical, social-emotional and academic needs. Whether you are expanding your infant & toddler program or incorporating flexible seating into your 21st-century classrooms, Lakeshore has the superior-quality furniture to create learning environments that will stand the test of time.

Infant & Toddler FURNITURE



Early Childhood FURNITURE



Flex-Space FURNITURE



Our product developers use their extensive classroom experience in partnership with a top-notch engineering team to create Lakeshore's exclusive furniture lines. From comfort and durability to developmental appropriateness, versatility and value, our school furniture meets the needs of:

- Children
- Teachers
- Classrooms
- Programs
- Facilities management
- School administrators

GREENGUARD® Certified

Products featuring the GREENGUARD logo are certified to comply with low emissions standards—reducing chemical pollutants and improving the quality of indoor air.





Infant & Toddler

FURNITURE

We offer caregiver-tested furniture lines appropriate for any program—and all items support ITERS and NAEYC standards!

Not only are our infant & toddler furniture lines in full compliance with U.S. safety regulations, but they also provide ready-made solutions for every classroom...with features including nontoxic, wipe-clean finishes, easy-grip rails and fully contained play-top surfaces. We even offer a connective furniture system that allows teachers to create separate areas within the classroom!



- Birth-36 months
- Focus on safety
- Practical for caregivers

Early Childhood

FURNITURE



Made of the finest raw materials, our early childhood furniture lines are classroom-tough and built to last. With features like metal-to-metal construction and moisture-resistant surfaces, Lakeshore tables, chairs and storage units are guaranteed to withstand daily wear for years to come. Plus, our furniture and carpets are designed to support specific areas of the classroom...including dramatic play, block play and reading areas.

- Supports classroom organization
- Top-quality
- Built to last a lifetime





Flex-Space

FURNITURE

Lakeshore's product developers were inspired to create Flex-Space so teachers could meet the real-world needs of 21st-century elementary classrooms. Our most versatile furniture line lets teachers arrange flexible spaces that fluidly change throughout the day—supporting a wide variety of independent and cooperative learning activities while giving students choices about how they learn best.

Lifetime Warranty

on all Flex-Space storage units, desks and tables
(excluding write & wipe desks and tables)



- Over 10 flexible seating & storage options
- Easy to move & reconfigure

Lakeshore's POWER to Deliver

At Lakeshore, we are the developer, designer and distributor of our furniture and educational materials. This exceptional degree of control allows us to focus all of our efforts on creating the highest-quality classroom materials available. And with 2 million square feet of inventory and distribution space, we are prepared to fulfill all orders large and small.

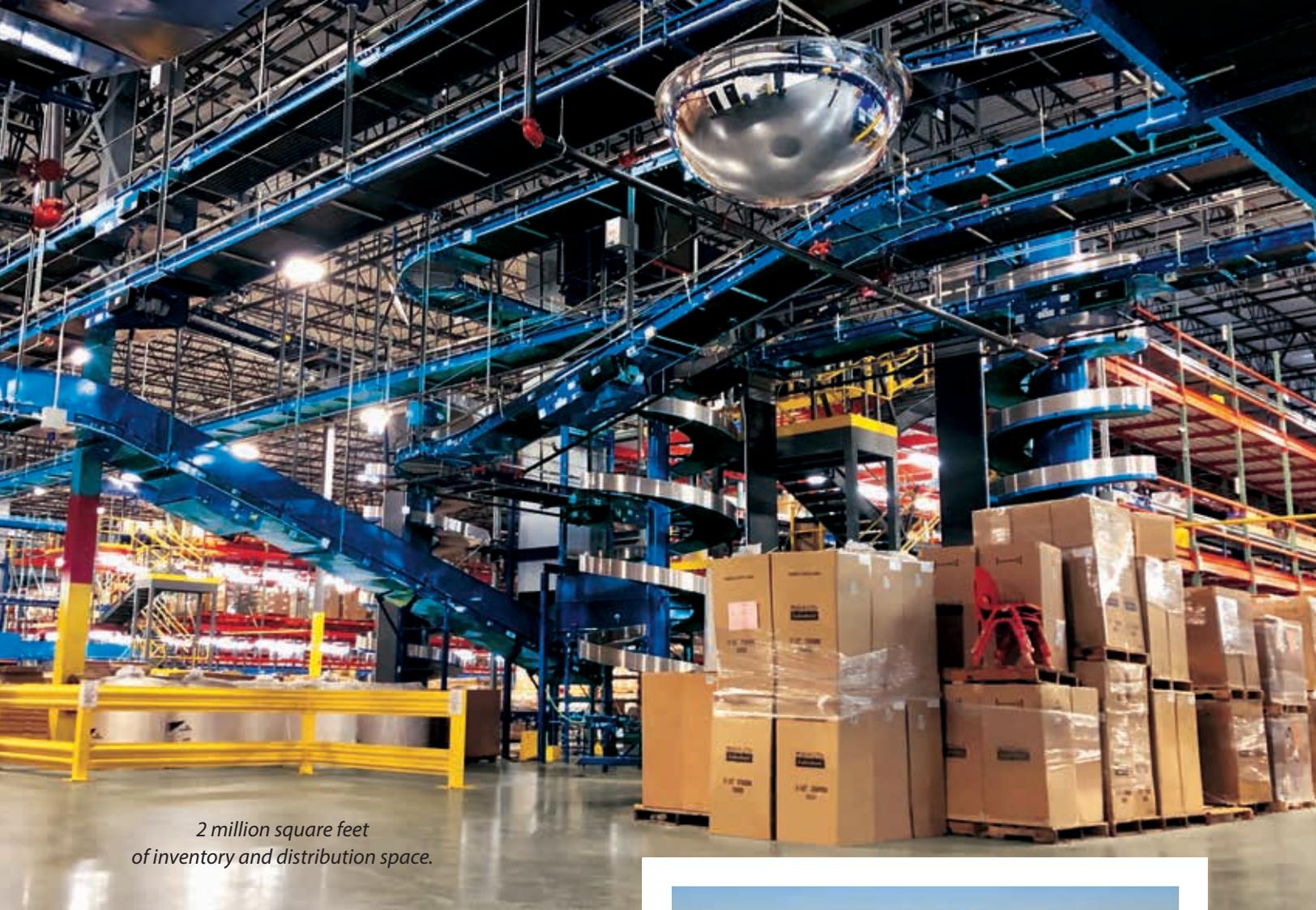
We're happy to be called perfectionists—as long as our customers get the materials they need when they need them.



Company Headquarters—Carson, California



Home to our West Coast distribution center, Lakeshore headquarters is in close proximity to the **Ports of Los Angeles** and **Long Beach**, giving us unbeatable access to multiple points of the supply chain—and resulting in faster order fulfillment for our customers.



*2 million square feet
of inventory and distribution space.*

Super-Fast Delivery

With two national distribution centers, we can provide fast shipping anywhere in the country!

- No drop shipments—all orders ship direct from Lakeshore
- Custom labeling—so every item is delivered to the right classroom

Quality Control

From the selection of raw materials to order fulfillment, we provide the highest degree of quality control at every point of the supply chain.

International Customers

Our products are available in over 70 countries—and the list is growing! Plus, Lakeshore distributors are committed to upholding our standards of excellence and service.



Our eastern distribution center in Midway, Kentucky.



Super-fast, comprehensive service from order to delivery!

The Lakeshore[®] CUSTOMER Commitment

At Lakeshore, our commitment to customers is a cut above the rest. That's why we offer some of the most comprehensive warranties in the industry—along with an unconditional guarantee of customer satisfaction: If you aren't happy with an item, return it for a full refund or exchange...no questions asked. But there's more to our commitment than that. We are determined to provide a level of value and service you won't find anywhere else.

Warranties & Guarantees

Lakeshore offers a lifetime warranty on premium-quality furniture, chairs, cots, and classroom desks and tables (excluding write & wipe desks and tables); a 10-year warranty on all classroom carpets; and a 5-year warranty on our outdoor furniture, trikes and vehicles.



Responsible Manufacturing

Lakeshore holds itself to the highest standards of conduct among its employees, vendors and suppliers. We are proud to be in full compliance with the California Transparency in Supply Chains Act.

Product Safety

All Lakeshore products meet or exceed U.S. safety regulations. Plus, our Product Regulatory & Compliance team and In-House Lab test and inspect all items with even more rigorous standards than those required by law.



Complete Classrooms®

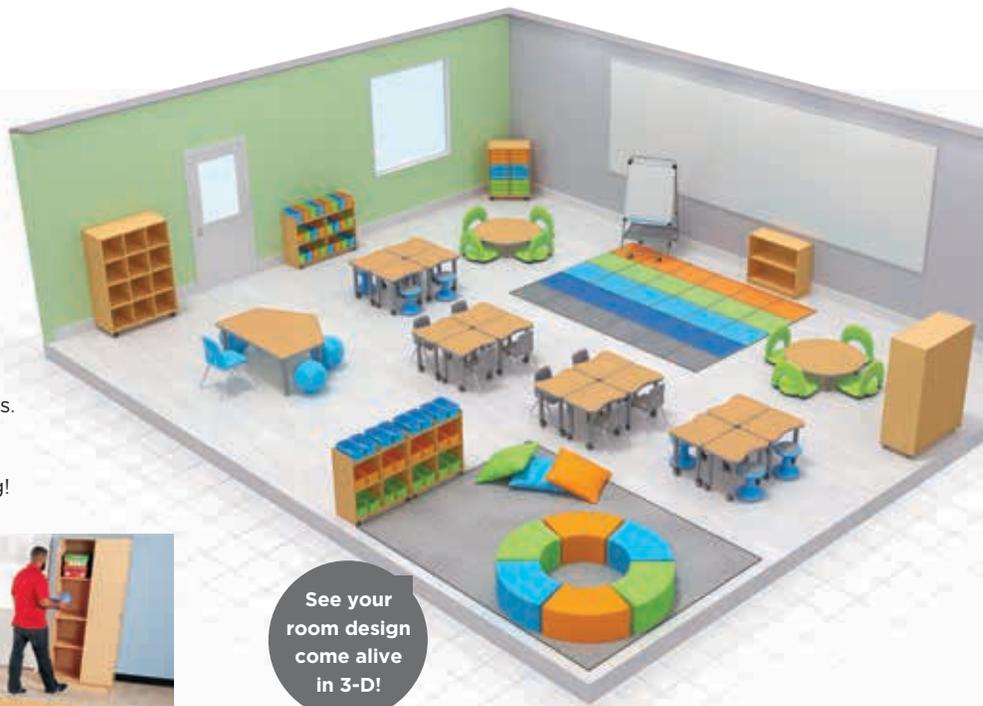
Lakeshore Complete Classrooms® provide the service needed to fulfill any project. Using our experienced sales, design and installation teams, you get the expertise you need and the support you want.

It's as Easy as 1, 2, 3!

- 1 Meet with our experts to discuss your needs.
- 2 Select a classroom design.
- 3 On delivery day, we take care of everything!



Complete Classrooms service is provided for orders of \$10,000 or more that ship to a single location in the contiguous United States. Depending on delivery location, additional charges may apply.



White-Glove Service

All Complete Classrooms come with white-glove service! Once your order is placed, our delivery teams provide unbeatable service—taking care of every detail from start to finish!

- Delivery
- Assembly
- Classroom setup



eProcurement Services

Cut administrative costs, streamline processes and put the entire purchasing cycle at your fingertips. Our ePro websites complement any system and include only the features you want or need.

- Oracle
- Ariba
- SAP
- Skyward...and more

Professional Services Group

Our passion for education doesn't end with the products we make. Our PSG team offers personalized, hands-on services to support the unique and growing needs of schools—with targeted trainings for both teachers and administrators.



Custom Solutions

We customize materials for thousands of districts and programs nationwide—providing the educational products they need but can't find anywhere else. Our team is ready to help!



Custom learning—made easy!

When it comes to teaching and learning, one size definitely does not fit all. That's why we create custom learning materials that meet the unique needs of diverse educational programs. We work hand in hand with our customers to develop materials that meet their exact needs and specifications—on time and on budget!

“Never have I had a resource like the SANDI to measure growth for my population of students. Now I have genuine data to show growth and progress—all aligned to standards. It's been a game changer.”

*—Kathryn Peterson,
Adult Transition Program Teacher and Behavior
Specialist, Murrieta Valley Unified School District*



STEP 1

Our experts meet with you.

- Our dedicated team of content experts will develop a detailed understanding of your needs and goals—examining the skills and outcomes critical to your program.
- To support your individual objectives, our experts possess deep knowledge across multiple branches of education and are grounded in current initiatives in the early childhood and elementary arenas.



STEP 2

We create a custom solution together.

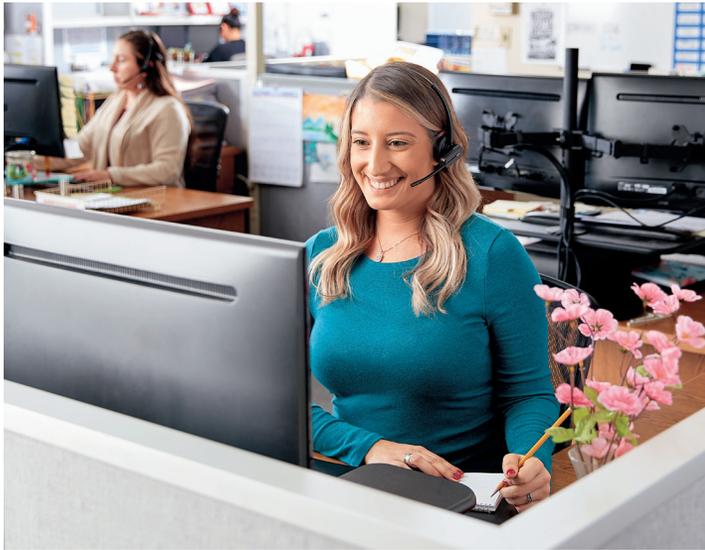
- Our content experts partner with you and our product developers—who are all former teachers—to design materials that support the exact initiatives your state, district or program is working on.
- During the development process, we stay in constant contact with you to ensure your satisfaction every step of the way.



STEP 3

We deliver your materials and provide ongoing support.

- Once you approve the materials, we'll deliver them within the time frame agreed upon.
- We even offer personalized, hands-on services to support the implementation of your materials and help you meet program goals—such as professional development and training services.

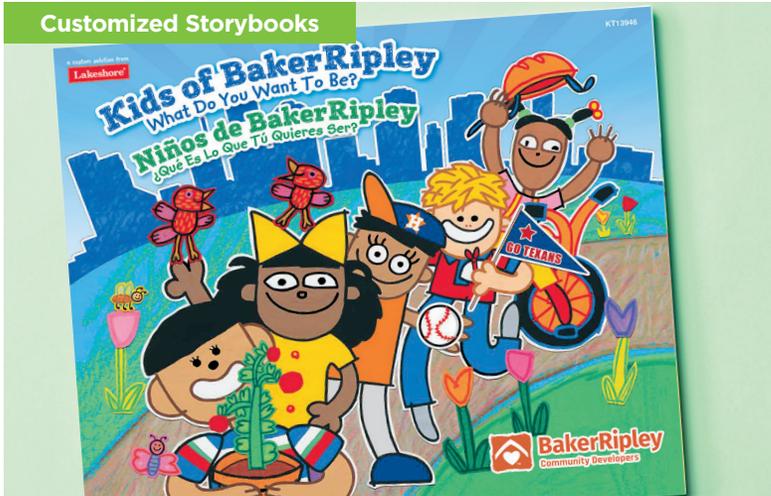


Our team members form close partnerships with the educators we serve. We work closely with our customers through the entire development process—from planning to delivery.



Our Collaborations in Family Engagement

Customized Storybooks



The Challenge

Many school districts struggle to find family engagement materials that reflect the diversity of their communities and honor the critical role families play in the education of their children. They also need materials that support key learning outcomes and standards for their students—while being fun and easy enough for families to enjoy at home.

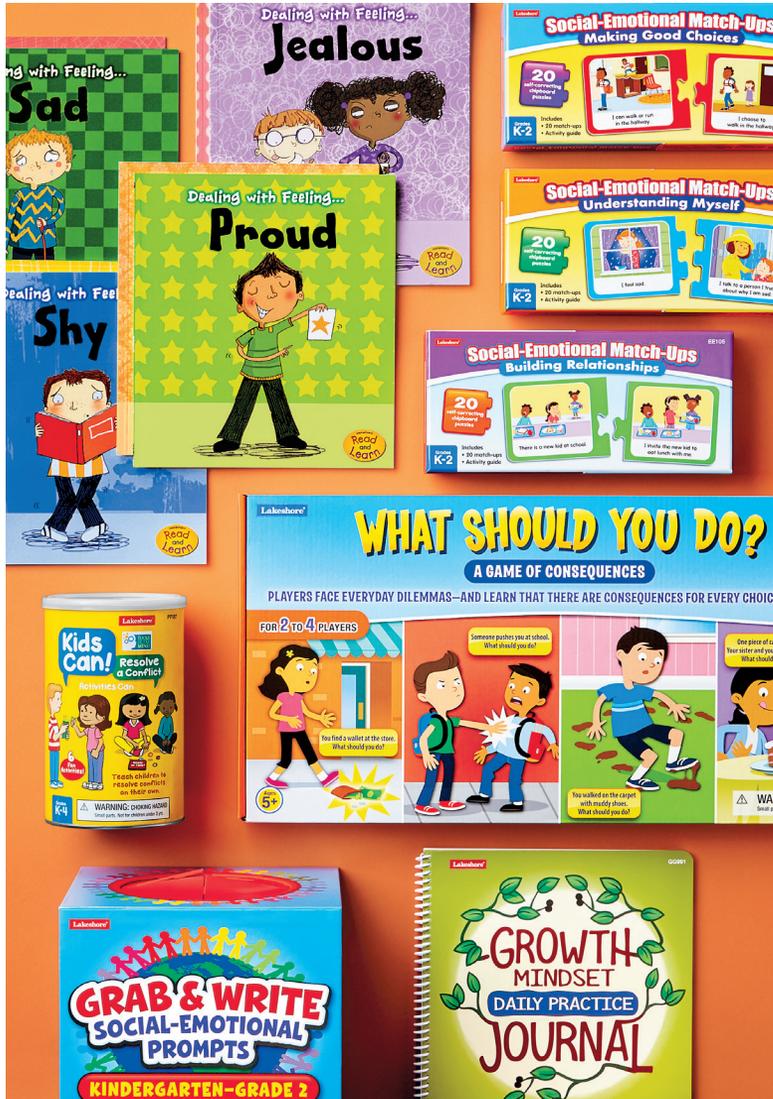
Customized Board Games



Lakeshore's Solution

We've partnered with major school districts to create custom board games that feature diverse characters and familiar local landmarks that students can easily relate to, plus high-interest game cards that reinforce the concepts children are learning in school. We've also developed customized storybooks that encourage at-home reading—complete with educational tips that help parents extend learning outside the classroom.

Our Work in Curriculum Support & Intervention



The Challenge

Early childhood and elementary classrooms need to implement specific curricula or learning frameworks, but they don't always have materials aligned to their exact goals and objectives. These classrooms also require corresponding intervention materials to meet the needs of all students.

Lakeshore's Solution

We've worked with school administrators to enhance their curriculum of choice, creating materials for whole-class, small-group and individual learning. For example, to incorporate social-emotional learning into an early elementary program, we've provided teaching kits with a variety of materials—such as games, writing prompts, books and journals—that make character development an integral part of the curriculum.

Special Education Solutions

SANDI
Student Annual Needs
Determination Inventory



The Challenge

Students with moderate to severe disabilities need access to hands-on materials and instructional tasks that are aligned to standards, developmentally appropriate and respectful of students' chronological age.



**RIVERSIDE COUNTY
OFFICE OF EDUCATION**
JUDY D. WHITE, Ed.D. | County Superintendent of Schools

Lakeshore's Solution

We worked with content experts to develop English Language Arts and Math Instructional Support Kits to provide standards-based activities and ready-to-use materials for students who are assessed using the SANDI/FAST System (Student Annual Needs Determination Inventory/Formative Assessment of Standards Tasks). The SANDI/FAST assessment was developed by the Riverside County Office of Education and is published by Lakeshore.

We've created *thousands* of materials to support:

- School Readiness (English/Spanish)
- Outdoor Learning
- STEM/STEAM
- Head Start and Early Head Start
- Classroom Management
- Assessment
- Differentiated Instruction
- Home Visitation Programs
- Summer Programs
- Before and After School Programs
- Gifted and Talented Programs
- Family Engagement
- Curriculum Support
- Intervention Materials
- Social-Emotional Competence
- Special Education



"I can't tell you how happy I am with the final product. This project was a true collaboration that I am confident will reap great rewards for our students when they transition to kindergarten. Thank you so much!"

*—Sonya McSwain,
Director of Early Childhood Education,
Duval County Public Schools*

Contact us today for a FREE consultation.

Call (800) 421-5354

E-mail: Solutions@LakeshoreLearning.com

Connect with us on social media:



Lakeshore®

ePROCUREMENT Services



Lakeshore purchasing made easy.
mypro.LakeshoreLearning.com

Your very own free website...
with over **30** features to suit your needs!

In an era of constrained budgets, we know that every penny counts.

A **FREE eProcurement website** helps cut administrative costs by reducing paperwork, eliminating inefficiencies and putting the entire purchasing process at your fingertips.

Supports Any System

Our websites complement any purchasing system and will only include those features you want or need.

- Oracle
- Ariba
- SAP
- Skyward...and more

Trusted Experience

We've provided over 7,000 websites for Lakeshore customers around the country. From metropolitan school districts to local Head Starts and child care programs, we can meet every need.

7,000+ customer websites including:

Metropolitan School Districts

Local Head Starts

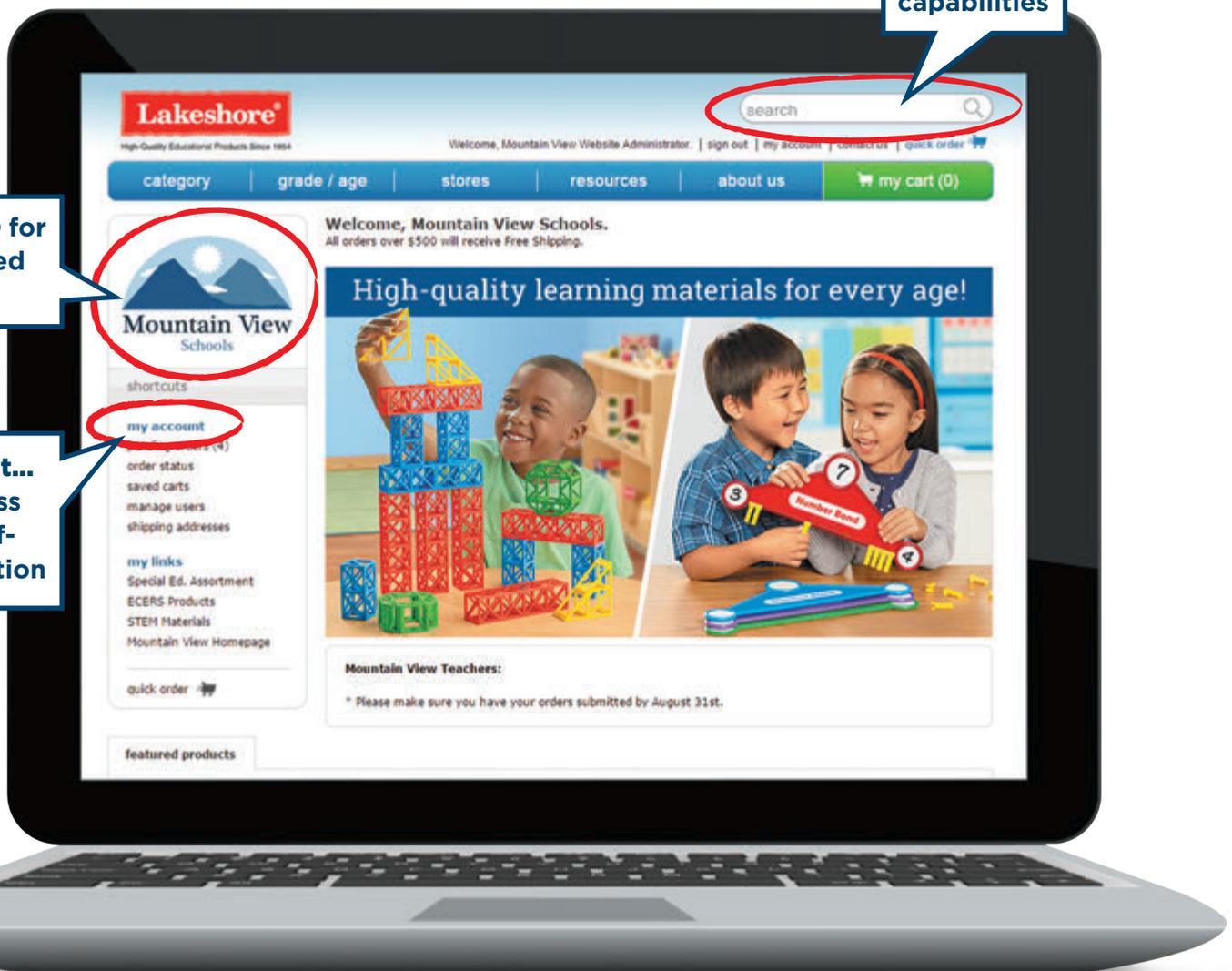
Child Care Programs

What does it look like?

Advanced **SEARCH** capabilities

Your **LOGO** for personalized branding

My Account... quick access to easy self-administration



myepro.LakeshoreLearning.com

Your site includes over **30** features!

- Visibility to account terms
- Multilevel approval process (up to 4 levels)
- Quick order approval
- User-specific budgets and expirations, shipping/billing rules, and views
- Customized product assortments
- Set item restrictions and maximum limits on orders
- Easy self-service user administration
- Search function narrows results quickly and accurately
- Multiple payment options: PO, account, P-card, credit card, etc.
- Tablet-friendly

...and many **MORE!**

Advanced features from the **My Account** section

Lakeshore
High-Quality Educational Products Since 1954

category | grade / age | stores | res

my account | Orders | Budgets
Order Status | Pending PO's | Saved Carts | Budget Status | Assign Bu

pending purchase orders

order conf.	needs approval by		
1000011908	Meg Smith		
1000011685	Stephen Janes		
1000011789	Max Jones		
1000011945	Marcy Stephenson	05-11-13	Lonnie O
1000011145	Tanna Marshall	05-08-13	Tanna Ma

Multiple users—and up to 4 levels of approval

Lakeshore
High-Quality Educational Products Since 1954

category | grade / age | stores | res

my account | Orders | Budgets
Order Status | Pending PO's | Saved Carts | Budget Status | Assign Bu

address book

school name	address 1
Parlaunt Park School	320 S. Langley Road
Arlington Park Elementary	2400 Hawkes Ave
Dana Elementary	300 S. Dana Ave
Avondale Elementary	1413 Reis Ave

Orders ship to approved addresses only

Lakeshore
High-Quality Educational Products Since 1954

category | grade / age | stores | resources

my account | Orders | Budgets
Order Status | Pending PO's | Saved Carts | Budget Status | Assign Budget | Edit

order status

Please enter your search criteria

start date and end date
mm / dd / yyyy

order	ordered
321818	06-02-13
221817	05-06-13
321814	04-07-13

order details

Order No: 321828
Confirmation No: 3198155
Tracking No: 1Z9366940383983780

shipped on: 06-13-13

Real-time order tracking

Lakeshore
High-Quality Educational Products Since 1954

category | grade / age | stores | resources

my account | Orders | Budgets
Order Status | Pending PO's | Saved Carts | Budget Status | Assign Budget | Edit

budget status

Campus/dept	budget	starting balance
Lakeshore Campus		\$1,000.00
Lakeshore Campus		\$1,000.00
Lakeshore Campus		\$1,000.00
Lakeshore Campus	Winter Period	\$1,000.00
Lakeshore Campus	Autumn Period	\$1,000.00
Lakeshore Campus	Spring Period	\$1,000.00

Budget tracking and status

Did we mention that it's **FREE?**

Lakeshore ePROCUREMENT Services

Complimentary services for our most valued customers



What customers are saying...

“I am consistently able to manage our purchasing in an efficient and robust manner without the worry and concern about having possibly dropped the procurement ball, which was what my previous manual processes and procedures wrought. Please know that when you add the superb Lakeshore customer service and support teams to the mix, I couldn’t—and wouldn’t—be able to effectively do my job without them in place on behalf of the Lakeshore Online Ordering System.”

Karen Hurley-Farmer

Office of Early Learning, Atlanta Public Schools, GA

“Our providers love the convenience that our Lakeshore website offers. It has cut hours from our internal ordering and invoicing processes...and the customer support at Lakeshore is second to none!”

Nicole Riehl

*Director of Quality Improvement Initiatives,
Denver Early Childhood Council, CO*

“Our Lakeshore website is so easy to use. Our secretaries have an easy time entering orders, and changing quotes to an order is quick and easy. If we need help with something, Lakeshore is always there to get the answer.”

Carol Hughes

Purchasing, Oklahoma City Public Schools, OK

Lakeshore®



Contact us today.

e-mail myepro@lakeshorelearning.com

phone (855) 827-5830

online myepro.LakeshoreLearning.com

Association of Educational Purchasing Agencies
Tabulation Report IFB #023-D - School & Instructional
Supplies
Vendor: Quill Corporation

General Comments:

General Attachments: Additional Documents - Quill LLC.pdf
Exhibit A - Marketing Plan - Quill LLC.pdf
Part C - State-Specific Forms - Quill LLC.pdf
Part D - Questionnaire - Quill LLC.pdf
Part E - Signature Forms - Quill LLC.pdf
Part F - Pricing Schedule - Quill LLC.xlsx
Price List_Catalog - Quill LLC.pdf



Part D - Questionnaire
AEPA 023-D
School & Instructional Supplies

Association of Educational
PURCHASING AGENCIES

Instructions

This questionnaire contains forms and requests for information required by AEPA for vendor evaluation for responsiveness and responsibility.

To submit the required forms, follow these steps:

1. Read the documents in their entirety.
2. Respondents must use Part D – Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested.
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled ***“Part D – Questionnaire – Name of Company”***.
5. Submit Part D, along with other required documents in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled “Part D – Questionnaire – Name of Company”:

[Company Information](#)
[Service Questionnaire](#)
[Exceptions](#)
[Deviations](#)

Company Information

Name of Company: Quill LLC

Company Address: 100 Schelter Road

City, State, zip code: Lincolnshire, IL 60069

Website: www.quill.com

Contact Person: Samra Cejvan

Title: Buying Group Manager

Phone: 800-634-4809

Email: bid@quill.com

Background

Note: Generally, AEPA will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate and/or establish a proven record of business. If the respondent has recently purchased an established business or has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. AEPA reserves the right to accept or reject newly formed companies based on information provided in this response and from its investigation of the company.

This business is a: public company X privately owned company

In what year was this business started under its present name? 1956

Under what additional, or, former name(s) has your business operated? N/A

Is this business a corporation? No X Yes. If yes, complete the following:
Date of Incorporation: 12/15/1977
State of Incorporation: Delaware
Name of President: Mark Roszkowski
Name(s) of Vice President(s): Kevin Wood
Name of Treasurer: Jeffrey Brown
Name of Secretary: Cristina Gonzalez

Is this business a partnership? X No Yes. If yes, complete the following:
Date of Partnership: _____
State Founded: _____
Type of Partnership, if applicable: _____
Name(s) of General Partner(s): _____

Is this business individually owned? X No Yes. If yes, complete the following:
Date of Purchase: _____
State Founded: _____
Name of Owner/Operator: _____

Is this business different from those identified above? X No Yes

If yes, describe the company's format, year and state of origin and names and titles of the principles below.

Is this business women-owned? 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 100 Schelter Road
City, State, zip code Lincolnshire, IL 60069
Phone 800-634-4809
How long at this address? 66 years

Business Branch Location(s)

Branch Address *see attached 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 in the United States by the various public segments.

	2020	2021	2022 YTD
K-12 (public & private), Educational Service Agencies	\$81,421,827	\$101,115,970	\$68,797,434
Higher Education Institutions	\$4,560,180	\$4,800,723	\$2,828,291
Counties, Cities, Townships, Villages States	\$57,554,690	\$56,006,747	\$32,150,375
Other Public Sector & Non-profits	\$52,713,104	\$57,720,394	\$34,571,032
Private Sector	\$857,647,499	\$878,530,972	\$502,325,206
Total	\$1,053,897,299	\$1,097,724,806	\$640,672,339

Provide your business's annual sales for **products and services that meet this solicitation's scope of work** in the United States by the various public segments.

	2020	2021	2022 YTD
K-12 (public & private), Educational Service Agencies	\$6,236,577	\$8,239,327	\$6,050,884
Higher Education Institutions	\$77,735	\$83,045	\$51,795
Counties, Cities, Townships, Villages States	\$177,067	\$237,975	\$129,744
Other Public Sector & Non-profits	\$1,073,990	\$1,425,995	\$899,855
Private Sector	\$1,997,170	\$2,412,808	\$1,766,963
Total	\$9,562,538	\$12,399,151	\$8,899,241

Warehouse Locations

RDC 2

3725 Westinghouse Blvd.
Charlotte, NC 28273

RDC 3

1233 West County Rd. E
Arden Hills, MN 55112

RDC 4

398 Antrim Commons Dr.
Greencastle, PA 17225

RDC 8

10701 Central Port Drive
Orlando, FL 32824

RDC 9

200 Bromley Business
Pkwy Brighton, CO 80603

RDC 10

500 East High Street London,
OH 43140

RDC 11

4510 Alitalia Ave.
Stockton, CA 95206

RDC 13

19499 NE Riverside Pkwy
Portland, OR 97230

RDC 14

15 Ridge Road
Putnam, CT 06260

RDC 15

105 Bracken Rd.
Montgomery, NY 12549

RDC 16

3140 Colley Road
Beloit, WI 53511

RDC 17

7701 Staples Drive Lithia
Springs, GA 30122

RDC 20

1500 S. DuPont Ave.
Ontario, CA 91761

RDC 21

201 S. Northpoint Drive
Coppell, TX 75019

RDC 23

125 Mushroom Blvd.
Rochester, NY 14623

RDC 24

1400 N. Cambridge Street
Kansas City, MO 64120

RDC 25

8602 W. Buckeye Rd.,
Suite 103 Tolleson, AZ
85353

RDC 26

600 Jefferson Ave.
Secaucus, NJ 07094

RDC 28

6400 Hollister Rd.
Houston, TX 77040

RDC 30

3900 South American
Way Idaho Falls, ID 83402

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	Samra Cejvan	Buying Group Manager	847-876-4266	samra.cejvan@quillcom
Sales Manager	Romo Moormeier	National Sales Manager	847-876-4676	romi.moormeier@quill.com
Customer & Support Manager	Karrie Szalkowski	Sales Education & Business Support Manager	847-876-4230	karrie.szalkowski@quill.com
Distributors, Dealers, Installers, Sales Reps	N/A			
Consultants & Trainers	N/A			
Technical, Maintenance & Support Services	N/A			
Quotes, Invoicing & Payments	N/A			
Warranty & After the Sale	N/A			
Financial Manager	N/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.)*

Number of Sales Reps	City	State
192	Lincolnshire	Illinois

Describe how your company will implement training and knowledge of the contract with your respective sales force. Furthermore, describe how your company plans to support and train your sales force on a national, regional, or local level and generally assist with the education of sales personnel about the resulting contract.

See attachment "Exhibit A – Marketing Plan – Quill LLC", page 10.

What is your company's plan, if your company were awarded the contract, to service up to 29 states. Describe if your company has a national sales force, dealer network, or distributor(s) with the ability to call on eligible agencies in the participating states in AEPA.

Quill LLC is the nation's premier business-to-business direct marketer of office and school products, furniture, technology, and computer supplies. Our customers are in every state of the nation and include businesses, schools, home offices, associations and other professionals who operate offices.

Quill's sales teams engage with customers across the contiguous 48 states. Each team's strategy is based on a specific sales approach from new buyer acquisition to managing a book of business and retention. The overarching goal is to provide tailored solutions based on customers' needs while growing overall sales across all categories.

We are respected by customers and vendors for our “we care” approach to the way we do business, and our unwavering dedication to outstanding customer service. We operate 18 warehouses nationwide and partner with vendors and wholesalers to deliver products.

Renowned for its outstanding customer service, Quill serves customers through direct marketing, telemarketing, outside sales, and online. Quill offers a 24-hour-a-day access to over 600,000 essentials. Quill.com is consistently ranked as one of the best online merchants by Bizrate.com, and is consistently ranked as one of the best online merchants. Quill LLC has been a wholly owned separately operated subsidiary of Staples, Inc. since 1998.

Products, Services & Solutions

Provide a description of the Products, Services & Solutions to be provided by the product category set forth in Part B - Specifications. The primary objective is for each Supplier to provide its complete product, service, and solutions offerings that fall within the scope of this solicitation so that participating agencies may order a range of products as appropriate for their needs.

Quill is a business-to-business direct marketer of office and school products, furniture, technology and computer supplies offering more than 600,000 essentials. Please see our Added Value document for an overview of the additional services we provide.

Distribution

Describe how your company proposes to distribute the products and services nationwide, regionally, or at the local level.

Quill LLC operates 18 warehouses nationwide & partners with vendors and wholesalers to deliver products. If the warehouse nearest your location doesn't have the item, Quill will use one of its other warehouses or vendor/wholesaler to deliver the product or provide an alternate item of equal or higher value at the same price. In the event that an item is backordered, Quill will notify you on your order confirmation or send you an e-mail with the approximate date the item will deliver.

Service/Support and Distribution Centers: Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Center Type	City	State
*see attached Warehouse Locations		

Describe the criteria and process by which your company selects and approves subcontractors, distributors, installers, and other independent services.

N/A

Provide a list of current subcontractors, distributors, installers, and other independent service providers who are contracted to perform the type of work outlined in this solicitation in the member agency states. Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

N/A



Warehouse Locations

RDC 2

3725 Westinghouse Blvd.
Charlotte, NC 28273

RDC 3

1233 West County Rd. E
Arden Hills, MN 55112

RDC 4

398 Antrim Commons Dr.
Greencastle, PA 17225

RDC 8

10701 Central Port Drive
Orlando, FL 32824

RDC 9

200 Bromley Business
Pkwy Brighton, CO 80603

RDC 10

500 East High Street London,
OH 43140

RDC 11

4510 Alitalia Ave.
Stockton, CA 95206

RDC 13

19499 NE Riverside Pkwy
Portland, OR 97230

RDC 14

15 Ridge Road
Putnam, CT 06260

RDC 15

105 Bracken Rd.
Montgomery, NY 12549

RDC 16

3140 Colley Road
Beloit, WI 53511

RDC 17

7701 Staples Drive Lithia
Springs, GA 30122

RDC 20

1500 S. DuPont Ave.
Ontario, CA 91761

RDC 21

201 S. Northpoint Drive
Coppell, TX 75019

RDC 23

125 Mushroom Blvd.
Rochester, NY 14623

RDC 24

1400 N. Cambridge Street
Kansas City, MO 64120

RDC 25

8602 W. Buckeye Rd.,
Suite 103 Tolleson, AZ
85353

RDC 26

600 Jefferson Ave.
Secaucus, NJ 07094

RDC 28

6400 Hollister Rd.
Houston, TX 77040

RDC 30

3900 South American
Way Idaho Falls, ID 83402

If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

We take pride in supporting business of all stripes, but particularly those from historically marginalized groups. In 2021, Quill offered over 3,000 products from MWBE companies including women-owned, minority-owned, small business, and PCO.

If applicable, describe other ways your company can be sensitive to a participating agencies desire to utilize local and/or MWBE companies, such as the number of local employees and offices with a geographic region, companies your firm uses that may be local (i.e. delivery company), your own company's diversity of owner employees, etc.

Currently, we have thousands of products available from women-owned businesses.* To find these products, search for women-owned businesses or look for the women-owned business badge as you shopQuill.com.

*All of our women-owned businesses are certified by either a national, state or regional council to be at least 51% owned, controlled, or operated by a woman.

If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

Please see attached Minority Vendor List for details on our MWBE partners.

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
Samra Cejvan	Buying Group Manager	847-876-4266	samra.cejvan@quill.com

Describe how this business marketed its products and services to schools, nonprofit organizations, and other public sector audiences in Fiscal Year 2021- 2022 (July 1 – June 30). List all conventions, conferences, and other events at which this company exhibited.

See attachment "Exhibit A – Marketing Plan – Quill LLC", page 4.

Describe how your company will market the resulting contract to eligible Member Agencies. Describe how your company differentiates the new agreement from existing contracts that your company may hold today. Please be specific and detailed in your response.

See attachment "Exhibit A – Marketing Plan – Quill LLC", pages 5-8.

Cooperative Marketing. Describe ways in which your company will collaborate with AEPA Member Agencies in marketing the resulting contract. Submit any supplemental materials as PDFs and title it Exhibit A – Marketing Plan.

- Process on how the contract will be launched to current and potential agencies.
- The ability to produce and maintain in full color print advertisements in camera-ready electronic format, or electronic advertisements, including company logos and contact information.



Quill's Minority Vendor List

Vendor Name	
American Paper	MBE
American Paper Converting Corp. Dist. Serv, Inc.	MBE
Guy Brown Management, LLC	MBE
Ingram Micro D,	MBE
Kelly Computer Supplies	MBE
SKM Industries Inc.	MBE
Southcoast 265771	MBE
Southcoast Paper LLC	MBE
TrueChoicePack Corp	MBE
ViewSonic Corporation	MBE
VuPoint Solutions	MBE
Selco Industries, Inc.	MBE, WBE, Small Business
Baumgarten	WBE
Baumgarten's Exclusive Imports, Inc.	WBE
Diverse ID	WBE
Gojo Industries	WBE
Imprint Plus	WBE
McKlienUSA	WBE
Smead Manufacturing	WBE
Absorbent Specialty Products	WBE, Small Business
Alliance Rubber	WBE, Small Business
Barker Creek	WBE, Small Business
Centon Electronics Inc.	WBE, Small Business
ES Robbins Corp	WBE, Small Business
Foremost Groups Inc.	WBE, Small Business
KleenSlate	WBE, Small Business
KleenSlate LP	WBE, Small Business
Master Caster Company	WBE, Small Business
Stride Inc.	WBE, Small Business, Hub Zone
Alphapointe Assoc for the Blind	PCO
Arlington Industries	PCO
Blind Industries and Services of MD	PCO
Chicago Lighthouse Industries	PCO
Envision-KS	PCO
Georgia Industries for the Blind	PCO
Hospeco	PCO
Industries FT Blind, Inc.	PCO
LC Industries, Inc.	PCO
Louisiana Assoc for the Blind	PCO
NYSPP/NIB	PCO
San Antonio Lighthouse	PCO
Stout	NIB/NISH

- Anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract.
- How the contract award will be displayed/linked on the Respondent's website.

See attachment "Exhibit A – Marketing Plan – Quill LLC"

Environmental Initiatives

Describe how your products and/or services support environmental goals.

See attached "Quill's Commitment to the Environment"

Indicate if your company has any products in your offering that have any third-party environmental certifications.

See attached "Quill's Commitment to the Environment"

Describe the business's "green" objectives (i.e. LEED, reducing footprint, etc.).

See attached "Quill's Commitment to the Environment"

Describe what percentage of your offering is environmentally preferable and what are your company's plans to improve this offering.

In 2021 we offered over 4,500 eco-friendly products accounting for about 20% of our sales. We have a team that is in charge of this initiative and continuously making improvements. See attached "Quill's Commitment to Environment" for more details.

Additional Information

Describe any/all features, advantages and benefits of your organization that you feel will provide additional value and benefit to a participating AEPA agency.

See attached Quill's Added Value document

If applicable, describe your company's ability to integrate into other ecommerce sites:

Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).

Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.

Quill has the ability to integrate into punchout software. Quill reserves the right to request that any members using an inventory software submit a written request for Quill.com integration into their preferred platform. From there, Quill will work directly with that member and our IT staff to discuss integration. Quill does not guarantee a specific timeframe for integration as it will be based on setup complexity.

Quill is currently integrated and supports a number of the punchouts provided by the AEPA state agencies. Ecommerce platforms vary between, but not limited to, the homegrown agency platforms, EqualLevel, SKYWARD, and Yardi. One example is the Wilson Education Center (WEC) homegrown ecommerce platform, IAESC Purchasing. IAESC Purchasing is a full punchout, running on cXML Agent 2.0. 100% of their sales are placed using this platform. Total 2021 sales landed at approximately \$3M. Quill's Sales Operations and internal IT teams provide technical support and partner directly with the platform providers to ensure smooth and accurate operation.



Our Commitment to the Environment

Quill LLC is committed to helping the environment. We've focused on reducing our footprint, promoting green initiatives and providing eco-conscious products to our customers. Quill.com manages and monitors the environmental impacts of our operations, from our energy use to our purchasing. To meet our environmental goals, we're taking a multifaceted approach across our entire business.

Green Initiatives: •Energy efficiency•Renewable power investment•Green building design•Reducing the carbon impact of our delivery fleet•Recycling programs•Responsible purchasing

Office supplies: Stock your office with eco-conscious office supplies, including products with a minimum of 20% post-consumer recycled content, third-party certifications and other eco-design elements.

Facility solutions: Quill.com's Facilities team offers an extensive line of eco-conscious janitorial and maintenance products so you can balance the needs of your building and your desire to be environmentally responsible.

From the break room to the boardroom, Quill.com offers several safer alternatives for both you and the planet at a great price. We offer:

- Safe and effective cleaning chemicals
- Remanufactured toner cartridges
- Paper products made from sugarcane waste

Furniture solutions

Our Quill.com's Furniture team is committed to helping you develop responsible facilities, with a broad range of services and eco-conscious furniture products that meet leading third-party environmental standards.

Technology solutions

Quill.com Technology Solutions offers a wide range of products and services for all your sustainability needs, including remanufactured toner and data cartridges, ENERGY STAR® certified hardware and asset disposition.

Disposing of your used ink and toner cartridges is simple, sustainable, and free with Quill. Download a pre-paid shipping label, pack your cartridges and send back to Quill. We'll take it from there!

Promotional products

With energy-efficient, organic, recycled and even biodegradable options, Quill.com Promotional Products® will make sure you have the right items to promote your brand and become more sustainable in the process.

Printing services

Quill.com Print Solutions features eco-conscious print materials and waste-reducing print-on-demand service to help reach your environmental goals, and we're proudly recognized by the Forest Stewardship Council™ and the Sustainable Forestry Initiative.



Added Value

Quill's Customer Service team has been recognized twice by the J.D Power and Associates Certified Call Centers Program for providing "An Outstanding Customer Service Experience". Bizrate.com rated our customer service team as "Outstanding". Quill has a track record of continuously exceeding expectations.

Services we provide:

- Future Ship- Place an order today and we will hold it for up to four months.
- Free shipping which includes tailgate delivery on furniture items.*
- The decentralized distribution system allows Quill to fill customer orders with a 95% fill rate and improve delivery efficiency as its customer base continues to grow.
- Orders are delivered within 1-2 days on most stock orders received by 3:00pm CST.
- Preferred Customer Service Team – Available to assist with placing orders, providing status of delivery, billing and invoices, returns, and more! .
- A team of technology, furniture, and custom print specialists to assist AEPA participants with sourcing, fulfillment, and pricing of large projects.
- Net 30 Terms- Qualified businesses receive 30 days to pay for their supplies, interest free.
- Purchasing Manager gives you complete control of your company's multi-level office supply ordering needs while simplifying the ordering process.
- Quill is capable of integrating with various marketplace platforms offered by the state agencies to assist their members with streamlined approval, ordering, and billing processes.
- Our exclusive Quill Brand items are backed by a lifetime guarantee. Quill products provide the best value and can save your organization a significant amount of money.
- Quill supplies an AEPA Teacher Requisition Form, listing all relevant contract products and pricing, to make teacher ordering simple and easy.
- Ink & Toner Recycling Program- Disposing of your used ink and toner cartridges is simple, sustainable, and free with Quill. Download a pre-paid shipping label, pack your cartridges and send back to Quill. We'll take it from there!

***Free shipping is subject to change with a written 30-day notice and will not exceed the amount indicated in the contract terms.**

Disclosures

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.

References

Provide contact information of your business's five largest public agency customers.

Agency	Name	Title	Phone Number	Email
1. *see attached Quill's reference list				
2.				
3.				
4.				
5.				

Service Questionnaire

The following chart indicates which AEPA Member States intend to participate in this solicitation category. Respond to Yes/No and choice questions by using an (X). **Note: A Respondent must be willing and able to deliver the proposed products and/or services to 90% of the participating AEPA Member States.**

AEPA Member States	Participating in this category.	In which states has this company sold products/services in the past 3 years? (Place an X where applicable)	If awarded, which states does this company propose to sell in? (Place an X where applicable)	Indicate which states this company has sales reps, distributors or dealers in. (Place an X where applicable)
California	Yes	X	X	X
Colorado	Yes	X	X	X
Connecticut	Yes	X	X	X
Florida	Yes	X	X	X
Georgia	Yes	X	X	X
Illinois	Yes	X	X	X
Indiana	Yes	X	X	
Iowa	Yes	X	X	
Kansas	Yes	X	X	
Kentucky	Yes	X	X	
Massachusetts	Yes	X	X	
Michigan	Yes	X	X	
Minnesota	Yes	X	X	X
Missouri	Yes	X	X	X
Montana	Yes	X	X	
Nebraska	Yes	X	X	
New Jersey	No	X	X	X
New Mexico	Yes	X	X	
North Dakota	Yes	X	X	



Cooperative References

OMNIA Partners, Public Sector

Sonda Sahley 440-788-7944
7145 Tidwell Rd.
Houston, TX 77092
sonda.sahley@omniapartners.com

Capitol Region Education Council (Connecticut)

Cara Hart 860-524-4021
147 Charter Oak Ave. #4
Hartford, CT 06106
chart@crec.org

Donors Choose .Org (New York)

Amy Soler 212-239-3615 x225
134 West 37th Street, Floor 11
New York, NY 10018
amy@donorschoose.org

Region 16 Education Service Center

Andrew Pickens
5800 Bell Street
Amarillo, TX 79109
andrew.pickens@esc16.net

Kentucky Educational Development Corporation (Kentucky)

904 W. Rose Rd.
Ashland, KY 41102
Chris Clevenger 606-929-2234
Member Services
chris.clevenger@kedc.org



Ohio	Yes	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Oregon	Yes	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Pennsylvania	Yes	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
South Carolina	Yes	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Texas	Yes	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Virginia	Undecided	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Washington	Yes	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
West Virginia	Yes	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Wisconsin	Yes	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Wyoming	Yes	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	

e-Commerce: Does this business have an e-commerce website? No Yes

If YES, what is the website? www.quill.com

Customer and Support Service: It is understood depending on the type, kind and level of products and/or services being proposed in response to this solicitation will impact and determine the type and level of services required and these are identified in Part B Specifications of this solicitation.

Does this business have online customer support options? No Yes

Does this business have a toll-free customers support phone option? No Yes

Does this business offer local customer and support service options? No Yes

State your normal delivery time (in days) and any options for expediting delivery.
 Normal delivery time is 1-2 business days ARO stock items. See attached Quill's Delivery Policy for more details.

State your backorder policy. Do you fill the order when available, or cancel the order and require participating agencies to reorder if items are backordered?
 Quill LLC operates 18 warehouses nationwide & partners with vendors and wholesalers to deliver products. If the warehouse nearest your location doesn't have the item, Quill will use one of its other warehouses or vendor/wholesaler to deliver the product or provide an alternate item of equal or higher value at the same price. In the event that an item is backordered, Quill will notify you on your order confirmation or send you an e-mail with the approximate date the item will deliver.

Describe your company's payment terms as well as any quick pay discounts.
 Quill's payment terms are Net 30 days.

State your company's return policy and any applicable State restocking fees.
 See attached Quill's Return Policy. Quill does not charge restocking fees.

Describe any special program that your company offers that will improve customers' ability to access products, on-time delivery, or other innovative strategies.
 See attached Quill's Added Value document

Pricing



Delivery Policy

FREE SHIPPING* – No minimum spend required.
95% on-time delivery.

- Delivered via UPS or Local Carrier within 1-2 business days (Mon-Fri) ARO stock.
- UPS automatically provides inside delivery (the driver will bring the merchandise inside to a main location-no desk top delivery).
- Shipping for items w/prefix of JV are normally 1-2 business days ARO stock, however, large quantities of an item may require longer delivery times- up to 5-7 business days ARO.

Guaranteed 1-2 Day Delivery



Items marked with this icon will be delivered within 2 business days or we will refund the final price you paid for the item plus applicable tax.

Orders must be placed by 3:00 p.m. local time to qualify. Subject to credit approval. Excludes discounted items or delays resulting from circumstances beyond Quill.com's reasonable control, including, without limitation, natural disasters, labor strikes or severe weather. Quill.com reserves the right to discontinue this guarantee at any time, for any reason.

Large Volume Orders may ship via Truck-Tailgate Delivery within 2-7 business days ARO.

- Tailgate Delivery means the driver is only responsible to get cartons to the end of the truck & customer is responsible for unloading and bringing inside the building. No shipping or processing fees.
- A call 24 hours before a truck delivery can be arranged at no charge.
- Lift gates (cargo lift) can be requested for truck orders at no charge- you must note the PO.
- For an additional fee of \$25.00 the driver will assist in unloading cartons from truck & bring inside the building.
- Installation and or set/up is not included. Additional charges will apply based on weight & site conditions. Please call for quote.
- Pallet size is 47.5" X 36".
- We cannot guarantee full carton shipments due to our automated order system. In order to provide prompt delivery of your order, we may have to utilize stock from multiple warehouse locations.
- We cannot guarantee palletized shipments for large orders due to our automated order system. For us to ship larger quantities & provide prompt delivery service, we may have to utilize stock from multiple warehouse locations.

Quill's **Future Delivery** option enables a school to plan for future needs while securing today's low sale prices.

- Schedule delivery & billing up to 4 months from the time of submitting your order.
- Just write "Future Delivery" on your purchase order and the date you want the order to ship. If ordering online, simply click "Delayed Shipment" on the checkout screen.

Backorder Procedure

Quill LLC operates 18 warehouses nationwide & partners with vendors and wholesalers to deliver products. If the warehouse nearest your location doesn't have the item, Quill will use one of its other warehouses or vendor/wholesaler to deliver the product or provide an alternate item of equal or higher value at the same price. In the event that an item is backordered, Quill will notify you on your order confirmation or send you an e-mail with the approximate date the item will deliver.

***Free shipping is subject to change with a written 30-day notice and will not exceed the amount indicated in the contract terms.**



Return Policy

If there's a problem with your order or you need to make a return, we will do whatever it takes to make it right. Unless otherwise noted below, merchandise must be returned within 30 days for full credit, refund or replacement. Machines and furniture must be returned in the original box.

ORIGINAL MANUFACTURER INK & TONER RETURN POLICY: Unopened and unexpired Original Manufacturer ink & toner cartridges such as, but not limited to, cartridges, drums, maintenance kits, fusers, developer kits, transfer kits, cleaning units, and waste toner bottles/containers may be returned within 30 days of purchase for full credit or replacement. Please check to make sure you've ordered the correct cartridge before opening the packaging (use our Ink & Toner Finder at www.quill.com/ink-toner-finder). We will not accept returns on merchandise that has been opened and is not defective.

QUILL BRAND INK & TONER GUARANTEE: Quill Brand ink & toner cartridges are guaranteed to be free from defect regardless of the age of the product. If a defect occurs, we'll be happy to exchange it or provide a full refund. Quill Brand cartridges are manufactured to the highest standards in materials and workmanship to meet O.E.M. (Original Equipment Manufacturer) yield and performance standards.

TECHNOLOGY AND BUSINESS MACHINES (RETURN WITHIN 14 DAYS): Non-defective technology and business machine items such as, but not limited to, printers, copiers, shredders, laminators, fax machines, computer accessories, networking, cameras, scanners, monitors, projectors, video equipment and consumer electronics must be returned within 14 days of the date of receipt and meet the following conditions: Returns must contain all original packing materials (including box), UPC codes on the box, all product documentation, parts, and accessories. Defective products must be handled under each manufacturer's guidelines.

COMPUTERS/LAPTOPS/NOTEBOOKS/TABLETS (RETURN WITHIN 14 DAYS): All computers, laptops, notebooks and tablets must be returned within 14 days of the date of receipt for a full credit or refund. To return a computer, laptop, notebook or tablet, it must be returned in the original box with the UPC code, all original packaging materials, product documentation, parts and accessories. All returns will be inspected and must be 100% complete. Defective products must be handled under the guidelines stated in the warranty and repair policy sheet included with the product.

- Panasonic computers have limited-exchange privileges that require manufacturer approval of any exchanges as a result of a defective product within 14 days of purchase. Prior to returning computers from this brand, you must contact a manufacturer agent to obtain a return authorization number or code. Contact: Panasonic at 855-772-8324.

VENDING EQUIPMENT (RETURN WITHIN 30 DAYS): The following policy covers non-defective vending equipment that includes, but is not limited to, bulk vending machines (gumball machines), electronic and mechanical snack machines, beverage machines, change machines and accessories. Defective products must be handled under each manufacturer's guidelines. Items must be returned within 30 days and meet the following conditions:

- The box must contain all original packing materials (where applicable), UPC codes on the box, all product documentation as well as all parts and accessories. All returns will be inspected and must be 100% complete. Non-perishable free items included with a specific product purchase must be returned as well to receive credit.

BOXED, LICENSED AND DOWNLOADED SOFTWARE (RETURN WITHIN 30 DAYS): Unopened boxed software that we currently sell must be returned in the original, unopened packaging within 30 days from receipt of product for a full credit, return or replacement unless noted by the manufacturer. Any defective boxed software must be returned within 30 days and will be exchanged for the exact same software title version. Software licensing varies by manufacturer; call 800-789-1331 for details. Multiple licenses may not be returned beyond 30 days for any reason unless authorized by the manufacturer. Downloadable software is not returnable or refundable.

FURNITURE: Furniture items such as, but not limited to, chairs, desks, tables, partitions, cabinets, chair mats, lamps and all furniture decor must be returned within 30 days and meet the following conditions: Returns must contain all original packing materials (including box), UPC codes on the box, all product documentation, parts, and accessories. Defective products must be handled under each manufacturer's guidelines. All returns will be inspected and must be 100% complete.



Added Value

Quill's Customer Service team has been recognized twice by the J.D Power and Associates Certified Call Centers Program for providing "An Outstanding Customer Service Experience". Bizrate.com rated our customer service team as "Outstanding". Quill has a track record of continuously exceeding expectations.

Services we provide:

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- Orders are delivered within 1-2 days on most stock orders received by 3:00pm CST.
- Preferred Customer Service Team – Available to assist with placing orders, providing status of delivery, billing and invoices, returns, and more!
- A team of technology, furniture, and custom print specialists to assist AEPA participants with sourcing, fulfillment, and pricing of large projects.
- Net 30 Terms- Qualified businesses receive 30 days to pay for their supplies, interest free.
- Purchasing Manager gives you complete control of your company's multi-level office supply ordering needs while simplifying the ordering process.
- Quill is capable of integrating with various marketplace platforms offered by the state agencies to assist their members with streamlined approval, ordering, and billing processes.
- Our exclusive Quill Brand items are backed by a lifetime guarantee. Quill products provide the best value and can save your organization a significant amount of money.
- Quill supplies an AEPA Teacher Requisition Form, listing all relevant contract products and pricing, to make teacher ordering simple and easy.
- Ink & Toner Recycling Program- Disposing of your used ink and toner cartridges is simple, sustainable, and free with Quill. Download a pre-paid shipping label, pack your cartridges and send back to Quill. We'll take it from there!

***Free shipping is subject to change with a written 30-day notice and will not exceed the amount indicated in the contract terms.**

Is your pricing methodology guaranteed for the term of the contract? _____ **No** X **Yes**

Will you offer customized price lists to participating entities as encouraged per the pricing terms of Part A? _____ **No** X **Yes**

Will you offer hot list pricing (optional) as described in the pricing terms of Part A? X **No** _____ **Yes**

Will you offer volume price discounts as described in the pricing terms of Part A? X **No** _____ **Yes**

Competitiveness: In order for your response to be considered, your company must offer AEPA prices that are equal to or lower than those normally offered to individual entities or cooperatives with equal or lower volume.

Is the pricing that is proposed to AEPA equal to or lower than pricing your company offers to individual entities or cooperatives with equal to or lower volume? _____ **No** X **Yes**

Indicate which of the following apply and the **level of competitive range** you are offering in response to this solicitation.

 X Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.

_____ Pricing is LESS THAN individual customer and/or cooperatives. Lower by _____%

Cooperative Contracts: Does your business currently have contracts with other cooperatives (local, regional, state, national)? _____ **No** X **Yes**

If YES, identify which cooperative and the respective expiration date(s).

REMC expires 1/1/2023. OMNIA expires 6/1/2024.

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)?

Quill LLC in due diligence, will qualify potential AEPA customers and make the recommendation of enrollment to the APEA program wherever possible. Quill LLC will do what is best for the customer.

Administrative Fee: Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. Mark with an "X".	
X	The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling, administrative fee and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency.
	The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs are added to the adjusted AEPA Member Agency's price.
	The pricing for the products and/or services includes ALL (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.

Leasing: Do your business offer leasing arrangements under this solicitation? X **No** _____ **Yes**

If Yes, please indicate how the rate factor is determined and other cost factors below.

Click or tap here to enter text.



Most Favored Customer Pricing

If, during the term, Supplier provides products to another customer similar to Buyer, with similar volume requirements, order size, quantities and mix of products and services, delivery schedule, and geographic areas as Buyer, and offers similar discounts, rebates, and guarantees as those offered to Buyer under this agreement, at prices that are lower than the prices set forth in this agreement, then such lower prices shall be extended to Buyer, effective as of the time they were applicable to such other similar customer as described above. Notwithstanding the foregoing, **Quill reserves the right not to sell any products below supplier purchase order cost.**

If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:

Responsibilities	Yes, indicate with an "X"	No, indicate with an "X"
1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the AEPA contract.	X	
2. Train and educate sales staff on what the AEPA contract is: including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.	X	
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The marketing plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.	X	
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.	X	
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, the Vendor Partner is required to submit a \$0 report to the AEPA Member Agency.	X	
6. Have ongoing communication with the Category Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.	X	
7. Attend two (2) AEPA meetings each year (see Part A)	X	
8. Participate in national and local conference trade shows to promote the AEPA contracts including, but not limited to the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).	X	
9. Increase sales over the term of the contract with all participating AEPA Member Agencies.	X	

Exceptions

Instructions:

1. Mark "No" or "Yes" with an "X" below.
2. If "yes" is marked with an "X" below, insert answers into the form shown below, providing narrative explanations of exceptions. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Exceptions to local, state or federal laws cannot be accepted under this solicitation.

	No , this respondent does not have exceptions to the Terms and Conditions incorporated in Parts A and B of this IFB.
X	Yes , this respondent has the following exceptions to the Terms and Conditions incorporated in Parts A and/or B of this solicitation.

IFB Section and Page Number	Outline Number	Term and Condition	Exception
Part A, page 12	V	Audit Rights	See attached Exceptions
Part A, page 13	V	Commercially Available Catalog	See attached Exceptions
Part A, page 14, 22	V	Cooperative Purchasing Contracts; Pricing	See attached Exceptions
Part A, page 15	V	Delivery Terms: Improper Delivery; Defective Goods	See attached Exceptions
Part A, page 15	V	Delivery Terms: Liquidated Damages	See attached Exceptions
Part A, page 15-16	V	Delivery Terms: Default in One Installment to Constitute Total Breach	See attached Exceptions
Part A, page 18	V	Indemnification	See attached Exceptions
Part C : Illinois (p. 14), New Mexico (p. 67), Ohio, (p. 72), Pennsylvania (p. 85), Texas (p. 88 & 90), Washington (p. 100), West Virginia (p. 107, & New Jersey (p. 120 & 139)	#3 State Specific Terms & Conditions	Background Checks	See attached Exceptions

Proposed Comments to
AEPA IFB 023-D School & Instructional Supplies

Bidder: Quill LLC
Quill Bid # 22-28454

IFB Section and Page	Outline Number	Term or Condition	Exception
Part A, page 12	V	Audit Rights	<p><i>Proposed language to be added to the end of this section:</i></p> <p>To the extent permitted by applicable law, the audit shall be conducted in accordance with the following:</p> <p>During the Term and for a period of twelve (12) months thereafter, Vendor Partner will upon not less than thirty (30) calendar days prior to written request, make available to Buyer no more than once per calendar year, at Vendor Partner’s corporate offices, during normal business hours, the information from Vendor Partner’s contract administration application pertaining to all invoices sent by Vendor Partner and payments made by Buyer for all products and services purchased by Buyer under this contract during the twelve (12) month period immediately prior to the date of Buyer’s written audit request. Buyer may employ an independent auditor or consultant, or Buyer may choose to conduct such audit on its own behalf. Vendor Partner shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement with Vendor Partner, Vendor Partner will permit the auditor to review the relevant documents. Buyer shall be responsible for paying the fees and costs of any auditor or consultant. Vendor Partner reserves the right to charge a reasonable fee for the preparation and delivery of audit reports provided to Buyer or any auditor or consultant hired by Buyer. In the event that a properly conducted audit discloses any over-billing or under-billing from the then-current contractual price, Vendor Partner or Buyer shall promptly reimburse or pay the affected party, as applicable. AEPA and Buyer may not conduct duplicative audits.</p>
Part A, page 13	V	Commercially Available Catalog	<p><i>Propose that the language be replaced in the entirety with the following language:</i></p> <p>“The list of products and/or services set forth in Part F, which may be amended from time to time by Vendor Partner and AEPA.”</p>
Part A, page 14, 22	V	Cooperative Purchasing Contracts; Pricing	<p><i>We propose to modify the language as follows:</i></p> <p>Notwithstanding anything to the contrary, if, during the term, Vendor Partner provides products to another customer similar to AEPA, with similar volume requirements, order size, quantities and mix of products and services, delivery schedule, and geographic areas, and offers similar discounts, rebates, and guarantees as those offered under this contract, at prices that are lower than the prices set forth in this</p>

			contract, then such lower prices shall be extended to Buyer, effective as of the time they were applicable to such other similar customer as described above; provided that Vendor Partner reserves the right not to sell any products below its purchase order cost.
Part A, page 15	V	Delivery Terms: Improper Delivery; Defective Goods	<p><i>We propose that these sections be replaced with the following language:</i></p> <p>Notwithstanding anything to the contrary, Vendor Partner's warranty and return policy shall govern as follows:</p> <p>Vendor Partner expressly warrants that it will provide Buyer with pass-through of all manufacturers' warranties for all products sold to Buyer. Vendor Partner expressly warrants that all Vendor Partner-branded products provided by it are: (1) merchantable; (2) of good quality and workmanship; (3) free from defects, latent or patent, in material, design, and workmanship for whichever period is shorter, either (a) one year from date of purchase, or (b) as otherwise specified on the packaging of the products; (4) fit, sufficient and safe for their intended purpose and for the particular purpose for which they were designed; and (5) in conformity with Vendor Partner's samples, if any. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. VENDOR PARTNER SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.</p>
Part A, page 15	V	Delivery Terms: Liquidated Damages	We propose to remove this language, which appears suited for construction, or installation, or other services transactions as opposed to the sale of goods.
Part A, page 15-16	V	Delivery Terms: Default in One Installment to Constitute Total Breach	We propose to remove this term given the context/industry and purpose of this agreement. This term appears suited for supply chain agreements.
Part A, page 18	V	Indemnification	We propose to clarify that this language governs <u>third party</u> claims.
Part C : Illinois (p. 14), New Mexico (p. 67), Ohio, (p. 72), Pennsylvania (p. 85), Texas (p. 88 & 90), Washington (p. 100), West	#3 State Specific Terms & Conditions	Background Checks	<p>Staples, Inc. uses a third-party contractor nationwide by the name of Sterling that handles all of our backgrounds for serious candidates.</p> <p>Our process:</p> <p>Candidates sign the background check release. We enter the information using Sterling's on-line system. Our background checks for office associates consist of a national and state criminal search and a social security trace.</p> <p>Employees are not fingerprinted and do not have direct contact with students.</p> <p>Quill LLC conducts background checks on all of its associates and third party courier drivers who deliver orders to our customer, as follows: (i)</p>

Virginia (p. 107, & New Jersey (p. 120 & 139)			for Quill LLC associates, Quill LLC completes a national and state criminal search and a social security trace; and (ii) for its third party courier drivers, Quill LLC requires that the courier conduct pre-employment and/or random drug-screening and a felony background check on all of its drivers, and ensure that such drivers have a safe driving record, as documented by state motor vehicle records.
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Deviations

Instructions:

1. Mark "No" or "Yes" with an "X" below.
2. If "yes" is marked with an "X" below, insert answers into the form shown below, providing narrative explanations of deviations. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Deviations to local, state, or federal laws cannot be accepted under this solicitation.

X	No, this respondent does not have deviations (exceptions or alternates) to the specifications listed in Part B of this solicitation.
	Yes, this respondent has the following deviations to the specifications listed in Part B of this solicitation.

Outline Number Part B	Specification (describe)	Details of Deviation



Association of Educational
PURCHASING AGENCIES

Part E – Signature Forms

AEPA 023-D

School & Instructional Supplies

Instructions

Contained herein are forms that **require a signature** from an authorized person at your company. All items found within this document are **mandatory**. Failure to sign the required areas, sections, or signature lines will allow AEPA to consider your company's proposal as **non-responsive**.

To submit the required signed forms, follow these steps:

1. Read the documents in their entirety.
2. Complete all forms and sign when required.
3. Return the forms and pages in their correct order and scan one (1) single PDF format titled "Part E – Signature Forms – Name of Bidding Company" (i.e. one PDF document for all signature forms).
4. Submit Part E, along with other required documents in Public Purchase.

*Note, a bid checklist has been provided to review with your submission.

The following sections will need to be completed prior to submission as **one (1) single PDF** titled "Part E – Signature Forms – Name of Bidding Company".

Uniform Guidance "EDGAR" Certification Form – ***signature required**

Bid Affidavit – ***signature required**

Acceptance of Bid & Contract Award – ***signature required**

Uniform Guidance “EDGAR” Certification Form

2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent’s willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, AEPA will consider and may list the response, as the Respondents are unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in AEPA’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent’s return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency’s provision shall control.

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Respondent is required to pay wages

to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determination made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent's acceptance of wage determination.

Respondent further agrees that is shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Respondent agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, Respondent agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Respondents that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFRR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with AEPA.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

13. Governing Law; Forum Selection.

Respondent acknowledges and agrees that any legal action or proceeding in which the Association of Educational Purchasing Agencies, Inc. ("AEPA"), is a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the Commonwealth of Kentucky, and must be brought and determined in the state courts of the Commonwealth of Kentucky in Warren County, Kentucky, or the United States Western District of Kentucky (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

Respondent further acknowledges and agrees that any legal action or proceeding in which a party includes a participating agency, but does not include AEPA as a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the state in which the participating agency is domiciled, and must be brought and determined in the state in which the participating agency is domiciled (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

By initialing the table (1-13) and signing below, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	Respondent Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	YES	KW
2. Termination for Cause of Convenience	YES	KW
3. Equal Employment Opportunity	YES	KW
4. Davis-Bacon Act	YES	KW
5. Contract Work Hours and Safety Standards Act	YES	KW
6. Right to Inventions Made Under a Contract or Agreement	YES	KW
7. Clean Air Act and Federal Water Pollution Control Act	YES	KW
8. Debarment and Suspension	YES	KW
9. Byrd Anti-Lobbying Amendment	YES	KW
10. Procurement of Recovered Materials	YES	KW
11. Profit as a Separate Element of Price	YES	KW
12. General Compliance with Participating Agencies	YES	KW
13. Governing Law; Forum Selection.	YES	KW

Quill LLC

Name of Business



Signature of Authorized Representative

Kevin Wood

Printed Name

9/8/2022

Date

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the **Member Agency**, or any employee thereof, or any person, business or corporation under contract with the **Member Agency** whereby the Respondent, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the **Member Agency**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

Kevin Wood

Authorized Representative (Please print or type)

Quill LLC

100 Schelter Road

Mailing Address

Vice President of Customer Sales and Marketing

Title (Please print or type)

Lincolnshire, IL 60069

City, State, Zip



Signature of Authorized Representative

9/8/2022

Date



Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	<u>Quill LLC</u>	Date	<u>9/8/2022</u>
Address	<u>100 Schelter Road</u>	City, State Zip	<u>Lincolnshire, IL 60069</u>
Contact Person	<u>Kevin Wood</u>	Title	<u>Vice President of Customer Sales and Marketing</u>
Authorized Signature		Title	<u>Vice President of Customer Sales and Marketing</u>
Email	<u>bid@quill.com</u>	Phone	<u>800-634-4809</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2024 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency _____

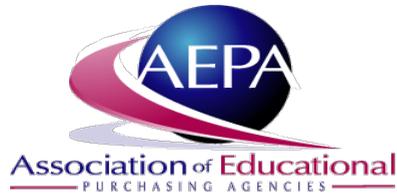
Authorized Representative _____

Awarded this	day of	Contract Number
Contract to commence		
(Member Agency to select)	<u>3/1/2023</u>	<u>Or</u>

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	Bid Bond – if Required, see Part B if applicable.	Upload PDF copy. The original must be received by Lakes Country Service Cooperative by due date and time.	Send to Lakes Country Service Cooperative.
X	Part C – State-Specific Forms – <i>Name of Responding Company</i>	Single, Scanned PDF	New Jersey Only Requirement. Signatures Required.
X	Part D - Questionnaire – <i>Name of Responding Company</i> Includes: <ul style="list-style-type: none"> • Company Information • Service Questionnaire • Exceptions • Deviations 	Single, Scanned PDF	Required.
X	Part E – Signature Forms – <i>Name of Responding Company</i> Includes: <ul style="list-style-type: none"> • Uniform Guidance “EDGAR” Certification • Bid Affidavit • Acceptance of Bid & Contract Award 	Single, Scanned PDF	Required. Signatures required.
X	Part F – Pricing Schedule – <i>Name of Responding Company</i>	Excel Workbook	Required.
X	Price List and/or Catalog – <i>Name of Responding Company</i>	Upload PDF	Required.
X	Exhibit A – Marketing Plan – <i>Name of Responding Company</i>	Scanned PDF	Optional. Form not provided by AEPA, Respondent Created



Part F.1 – Catalog Discount for Items in a Commercially Available Catalog

AEPA #023-D School & Instructional Supplies

Bidding Company Name:

Quill LLC

Name of Catalog:

(This must be the catalog in effect as of the bid date)

2022 Education Reference Guide/Quill.com

Note: Groupings to be defined by Bidder and can be by sub-category, manufacturer, etc.

Part F.1 is a REQUIRED FORM

No.	Grouping of Discount	Discount Offered for This Grouping	Comments
1	OVERALL	15%	Includes non-bid items in the catalog not covered by another grouping below or on other AEPA bids (General Supplies)* See exclusions below
2	PROMOTIONAL PRODUCT	20%	
3	MAGNETS	20%	
4	SEASONAL/GREETING CARDS	20%	
5	PRINT SHOP	20%	
6	CUSTOM FORMS	20%	
7	STAMPS AND SIGNS	20%	
8	POSTCARDS	20%	
9	FURNITURE	10%	
10	CALCULATORS	10%	
11	INK & LASER PRINTER CARTRIDGES	10%	
12	COPIER & FAX CARTRIDGES	10%	
13	SAFETY & MAINTENANCE SUPPLIES	10%	
14	MEDICAL & PPE SUPPLIES	10%	
15	FOOD & BEVERAGE	10%	
16	CLEANING AND BREAKROOM	10%	
17	SOFTWARE	5%	
18	MONITORS & TVS	5%	
19	PROJECTORS & SCANNERS	5%	
20	PRINTERS	5%	
21	CONSUMER ELECTRONICS	5%	
22	OFFICE MACHINES	5%	
23	COMPUTER ACCESSORIES	5%	
24			*Discounts do not apply to any item that is identified as Special Order in a Special-Order catalog, begins with the prefix “SPW or “UNI”, or is indicated as an “extended assortment.” Also excludes QuillSUBSCRIBE orders, boxes, mailers, and tubes. The technology discount does not apply to the following technology product categories: Apple® products, e-readers, computers, and computing products (tablets, notebooks, and desktops), electronic machines (copiers, fax machines), TVs, and vending and gumball machines. Discounts may not be used in combination with certain coupons, sales, or promotions (including but not limited to Sales, Extreme Offers, Top Seller/Best Price items, Free Gift offers, Gift Cards, Special offers, Clearance and Just for You offers).

Quill Marketing Plan

AEPA #023-D

School & Instructional Supplies

Samra Cejvan

Buying Group Manager



Outline



MARKETING
STRATEGY



SALES STRATEGY



CONFERENCES &
EVENTS



CONTACTS &
SUPPORT TEAM

Marketing Strategy

Objective:

to provide a diverse marketing plan that employs multiple tactics to achieve higher success of engagement with new & existing AEPA members and to grow contract sales



2021 – 2022 Marketing Strategy Overview

- ✓ Quill.com website presence – a general AEPA landing page + co-branded landing pages for each state agency
- ✓ AEPA-specific print –education catalog customized for AEPA Quill customers + monthly direct mailers highlighting special pricing under the contract
- ✓ Co-branded flyers to AEPA state agencies highlighting various Quill solutions under the contract to be shared as the agency sees fit
- ✓ Conference attendance & support
 - 2020-2022 travel was limited due to Quill’s COVID-related traveling restrictions (restrictions removed at the beginning of 2022)
 - Expecting a more robust involvement in 2023 and moving forward
 - Attended the 2022 Spring AEPA meeting
 - Supported state agencies by providing giveaways and door prizes for various conferences : Kentucky, Florida, Indiana, and Texas
- ✓ Ongoing inside sales team training

New Contract Launch Strategy

1

Email Award Notification Letters to Quill.com customers outlining the AEPA Bid Renewal while highlighting benefits of AEPA and the AEPA pricing program through Quill

2

Update all customized AEPA marketing collateral and forms with the new contract number(s), term, & pricing

3

New contract seller training across all Quill sales channels

Website Presence

AEPA general landing page

- Highlights the AEPA agency and provides an interactive map of participating states

www.quill.com/aeпа

- Call to action: sign up today or to log in to see your AEPA special pricing

Individual AEPA State Agency landing page

- Co-branded with a corresponding AEPA state agency logo
- High-level overview of the state contract discounts
- Helpful links to
 - AEPA website
 - State agency website
 - Customized AEPA Teacher Request Order Form
- Call to action: contact Quill to activate your account today

Limited-Time Offer Free Shipping. No Minimum. [Save Coupon](#) Offer good through 8/15/22. [Disclaimer](#)



Quill.com is an approved vendor of the AEPA Contract!



Association of Educational
PURCHASING AGENCIES

The Association of Educational Purchasing Agencies (AEPA) is a nationwide group of non-profit educational organizations working together to save school districts time and money. Currently AEPA has 27 member states representing schools serving more than 26 million students and awards purchasing contracts separately in each member state in accordance with local bidding laws.

As an AEPA member, you always enjoy...

- Up to 80% savings with your member pricing. Classroom and Office Essentials | Cleaning and Breakroom Supplies | Kitchen Supplies and Equipment | Copy Paper, Ink & Toner
- 10% savings on ink & toner every day!
- 17% discount on office, classroom and instructional supplies.
- No more bidding.
- No minimum order requirement.

[▶ Sign up today!](#) [▶ Already have a Quill.com account? Log in and start shopping.](#)

Click on your state to see all your benefits and learn how to save more today!



Limited-Time Offer Free Shipping. No Minimum. [Save Coupon](#) Code: FREESHIP Offer good through 8/15/22. [Disclaimer](#)



Your New Mexico Purchasing Cooperative Since 1979

Quill.com is partnering with AEPA and CES to save you up to 80% off our everyday low prices on the key essentials for your school!

- 17% discount* on office, classroom and instructional supplies
- 10% discount* on ink & toner
- 10% discount* on furniture
- 15% discount* on food & beverage
- 10% discount* on safety & maintenance
- 10% discount* on cleaning and breakroom products
- 5% discount* on calculators
- 17% discount* on copy paper
- 35% discount* on custom printed products
- 10% discount* on medical supplies
- 5% discount* on computer peripherals and office machines
- Special line item pricing on more than 350 items!

Helpful links
[Visit CES](#)
[Visit AEPA](#)
[Teacher Requisition](#)

Activate your account today!
 For more information contact our Bid Team.
 Phone: 800-789-7020 x6295
 Fax: 888-888-8250
 E-mail: bid@quill.com

Print

Education Catalog*

- Customized AEPA inserts for AEPA members
- Inserts highlight the AEPA contract discounts and overall benefit of AEPA & Quill
- Call to action: “Go to Quill.com/aepa and click on your state to see full category discounts and details. Not sure if you’re a member? Call us at 800.634.4809”
- E-catalog available per customer request

Direct Mailers*

- AEPA direct mailers to Quill AEPA customers
- Highlight AEPA exclusive offerings
- Call to action: “Log on to see your low AEPA price.”

**AEPA is the only coop partnership with Quill EDU catalog and direct mailer versioned pieces*



Quill.com Education

You pay less than the prices in this catalog.

Supplies for Every Room in Your School

Stock up on education essentials, plus cleaning and breakroom supplies.

Save more with AEPA and your local cooperative!
To learn more about your exclusive pricing,
Contact your Account Manager at 800-634-4809 for more ways to save!

2206 AEPA

Happy to Help 800.634.4809

FREE Shipping ANY SIZE ORDER.
Subject to change. See Quill.com/learn up for details.

20% back
in QuillCASH™ Rewards
when you spend \$120 on ink & toner.

Use Code NT8CSH46 Maximum \$50 back
in QuillCASH™.

Go to Quill.com/inkandtoner

Good through 12/31/22. One-time use per customer.
This offer and its minimum spend requirement applies to either ink merchandise, toner merchandise, or both (as specified in the offer description). It does not include applicable taxes, freight or shipping & handling charges. Excludes special order items beginning with the prefix "SPV" or "LIV". Offer is non-transferable and cannot be used on prior purchases or payments. We reserve the right to end this offer at any time. Quill.com may refuse to redeem any instant coupon which it believes in good faith to be fraudulently or improperly obtained.



Log on to see
your low
AEPA price

Quill Brand®
Copy Paper
by the Pallet

- Letter size
- 92 bright; 20lb. weight
- 10 reams per carton;
40 cartons per pallet

#720222PL



Competitive Bid Pricing | Full Catalog Discounts | Fast Shipping | Call 800.634.4809

AEPA State Agency Marketing Collateral

- Co-branded PDFs highlighting a steady stream of Quill solutions paired with the AEPA contract to be shared by the AEPA state agency as they see fit
- Ability to focus on specific product categories based on the individual state contract performance & overall business focus
- Call to action: visit Quill.com (embedded links) and/or contact a corresponding support contact (AEPA liaison, quote specialist team, account manager, etc.)



GREENBUSH
THE EDUCATION SERVICE CENTER

Turn to **Quill** for your school's Ink & Toner needs and save with the **Greenbush** contract!

AEPA Contract
#19-172 School & Instructional Supplies
#19-173 Office Supplies

10% off Ink & Toner

 All Ink & Toner Ships FREE Shop Now



Deeper savings & peace of mind with a **Lifetime Warranty** on all Quill Brand Ink & Toner

If you do not see your special pricing when logged in to [Quill.com](https://www.quill.com) or if you have any questions, contact:

Samra Cejvan
samra.cejvan@quill.com

Ink & Toner for every machine.

Top brands. Easy ordering. Recycling rewards.



brother
at your side

Canon

EPSON
EXCEED YOUR VISION



Lexmark QuillBrand

Sales Strategy

Objective:

a comprehensive per-state sales strategy, including but not limited to AEPA specific call campaigns and ongoing seller training to increase awareness of the AEPA contract in participating states, to acquire new buyers, and grow overall contract sales



QUARTERLY STATE AGENCY MEETINGS

- Present a detailed YTD and YOY contract performance per product category to the state agency representatives
- Identify strengths and opportunities for growth
- Gather intel from the state agencies on regional purchasing trends
- Share the trends with all public sector sales channels

GOAL: provide regional intel to sellers in order to position the contract more effectively while speaking with eligible members

CONTINUOUS SELLER TRAINING

- Various training activities to ensure sellers are proficient in positioning the benefits of purchasing through AEPA and Quill
- Solidify effective value propositions leveraging the contract within all awarded states to increase conversion and grow sales
- Provide a centralized sales enablement resource to house all AEPA-specific marketing collateral for sellers to share with their schools as needed
- EDU New Hire training specific to AEPA benefits & sales strategies to effectively leverage AEPA contract & partnership

GOAL: position all sellers as industry experts to build trust and engage schools in purchasing under the contract

INSIDE SALES ACQUISITION CAMPAIGNS

- Work with the AEPA state agencies on obtaining member lists to identify participants that currently do not purchase from Quill and leverage the state contract to engage new buyers
- A dedicated, highly-skilled team to effectively position Quill & AEPA and convert with an order under the contract
- Leverage state agency relationships to reach out to non-responsive schools/districts
- Create and deliver webinars to prospecting schools, highlighting Quill/AEPA benefits

GOAL: increase the number of unique buyers under the AEPA contract and grow incremental sales

NEW

Customized AEPA Teacher Request Order Form

Phone: (800)634-4809

Fax: (800)634-1650



2022 Teacher Requisition Form

- ✓ Fast, **FREE** delivery on orders of \$25+ within the contiguous 48 states. A shipping fee of \$5.99 is applied to orders of \$24.99 or less.
- ✓ An "*" indicates the item price is calculated from a % off our Everyday Low Prices and may fluctuate. Log in to Quill.com to see your custom pricing.
- ✓ This form is available online, please visit www.quill.com/aepa for details
- ✓ Please contact your account manager today if you have any questions or call our Customer Service team at (800)634-4809

* Discounts do not apply to any item that is identified as Special Order in a Special Order catalog or that begins with the prefix "SPW" or "UNI". The technology discount does not apply to the following technology product categories: software and licensing, computers and computing products (tablets, notebooks, and desktops), electronic machines (copiers, fax machines), and vending and gumball machines. Discounts may not be used in combination with certain coupons, sales or promotions (including but not limited to Sales, Extreme Offers, Top Seller/Best Price items, Free Gift offers, Special offers, Clearance and Just for You offers).

Teacher Name:	Purchase Order:
Bill to:	Future Ship: Y / N
	Future Ship date:
	Special Instructions:
Account#:	

Your Locked In Items							
Qty. Ord.	Unit	Item Number	Description	Catalog	Day Price	AEPA Price	Total Price
BINDERS & PRESENTATION							
EA		79809	Avery Heavy Duty 1" 3-Ring View Binder, Navy Blue (79809)	*	\$12.29	\$4.65	\$0.00
EA		79193	Avery Heavy-Duty 3" 3-Ring View Binder, White (79193)	*	\$17.99	\$9.62	\$0.00
EA		79989	Avery Heavy-Duty 1" 3-Ring Non-View Binder, Black (79989)	*	\$11.29	\$8.04	\$0.00
EA		7320101	Quill Brand® Standard 1" 3-Ring View Binder with D-Rings, Black (7320101)	*	\$7.99	\$3.91	\$0.00
EA		7320113	Quill Brand® Standard 1" 3-Ring View Binder with D-Rings, White (7320113)	*	\$7.99	\$4.15	\$0.00
EA		739301	Quill Brand® Standard 1" 3-Ring Binder, Black (739301)	*	\$5.39	\$2.36	\$0.00
EA		739302	Quill Brand® Standard 1" 3-Ring Binder, Dark Blue (739302)	*	\$5.39	\$2.43	\$0.00
EA		739304	Quill Brand® Standard 1" 3-Ring Binder, Red (739304)	*	\$6.79	\$2.44	\$0.00
EA		739313	Quill Brand® Standard 1" 3-Ring Binder, White (739313)	*	\$6.79	\$2.38	\$0.00
EA		7221BK	Quill Brand® Standard 1" 3-Ring View Binder, Black (7221BK)	*	\$7.49	\$2.36	\$0.00
EA		7221WE	Quill Brand® Standard 1" 3-Ring View Binder, 3-Ring, White (7221WE)	*	\$6.29	\$2.36	\$0.00
EA		72205BK	Quill Brand® Standard 1/2" 3-Ring View Binder, Black (72205BK)	*	\$6.69	\$3.03	\$0.00
EA		72205WE	Quill Brand® Standard 1/2" 3-Ring View Binder, White (72205WE)	*	\$6.69	\$2.73	\$0.00

TRF SELLER UTILIZATION EXAMPLES:

- ✓ Introduce the AEPA contract pricing to a new buyer & use as a visual proof of the savings over EDP.
- ✓ A buyer can send to all teachers as an order form. The file is interactive and will calculate per item.
- ✓ Engage the customer with our AEPA landing page, highlight the contract savings, instruct on how to download the form, and walk them through on how to use the form and its benefits.

Conferences & Events

Winter AEPA Conferences



Spring AEPA Conferences



IASBO Annual Conferences



Collaborate with the state agencies to support conferences either by attending or by providing contract collateral, giveaways, and/or raffle prizes

AEPA Contacts & Support Team

Samra Cejvan, Buying Group Manager

Samra is the primary point of contact for the Quill.com & AEPA relationship

Karrie Campanella, Education Sales & Business Support Manager

Karrie manages Quill's bid & sales support teams, including the Buying Group Manager

Romi Moormeier, Sales manager

Romi manages Quill's public sector sales, including the Education and Specialist Team Managers

Therese Schwarz & Jason Koepke, Education Team Managers

Therese and Jason oversee the inside sales teams and help to penetrate our AEPA contracts in each territory throughout the country

Janelle Love & Blair Boyer, Specialist Team Managers

Janelle and Blair oversee our Specialist Teams that offer additional support to AEPA participants with planning, sourcing, and executing furniture, technology, custom print and large purchase projects

Sarah Lindberg, Bid Team Manager

Sarah oversees the team that is responsible for processing and maintaining the AEPA bids





September 9, 2022

Jane Eastes
Association of Educational Purchasing Agencies
1001 E. Mount Faith Avenue
Fergus Falls, MN 56537

Quill Bid Number: 22-28454
Customer Bid Info: IFB #023-D School & Instructional Supplies
Account Number: 6714762

Dear Jane Eastes,

Thank you for your recent bid request. We appreciate your interest in Quill.com and are pleased to extend special pricing on the enclosed bid. Please note that the bid prices and free shipping* are good through **February 28, 2024**. In addition, for items not on your enclosed list, we're pleased to offer your organization additional column discounts** to our already discounted prices in the catalog which are up to 80% off list. This extra savings is good through **February 28, 2024**.

- **Catalog Discounts**

- 20% discount on Imprinted Products**
- 15% discount on School & Instructional Supplies**
- 15% discount on Copy Paper**
- 10% discount on Food & Beverage**
- 10% discount on Medical & PPE Supplies**
- 10% discount on Cleaning & Breakroom**
- 10% discount on Ink and Toner**
- 10% discount on Calculators**
- 10% discount on Furniture**
- 5% discount on Computer Peripherals and Office Machines**

Below are a few guidelines that we ask for you to follow to ensure the proper pricing and handling of your purchase orders:

- **Written acceptance** is requested to guarantee your discounts. Please see attached Bid Award Form.
- Please be sure to reference the above Quill.com account for easy and accurate processing.
- Quill.com offers easy online ordering with visibility to your column discount**.
- Please email your tax exempt form to taxexempt@quill.com or fax to 800-499-8805.

Thank you once again for choosing Quill.com. We look forward to working with you in the future.

Sincerely,

Quill Bid Department

*Free shipping is subject to change with a written 30-day notice and will not exceed the amount indicated in the contract terms.

**Discounts do not apply to any item that is identified as Special Order in a Special-Order catalog, begins with the prefix "SPW or "UNI", or is indicated as an "extended assortment." Also excludes QuillSUBSCRIBE orders, boxes, mailers, and tubes. The technology discount does not apply to the following technology product categories: Apple® products, e-readers, computers, and computing products (tablets, notebooks, and desktops), electronic machines (copiers, fax machines), TVs, and vending and gumball machines. Discounts may not be used in combination with certain coupons, sales, or promotions (including but not limited to Sales, Extreme Offers, Top Seller/Best Price items, Free Gift offers, Gift Cards, Special offers, Clearance and Just for You offers).



BID AWARD FORM

In order to ensure proper bid pricing is applied, **complete and return this form** along with any detailed award information. *If results are automatically sent out or posted online, this form is not required.*

Quill Bid #: **22-28454** *Please reference this bid number and Quill item numbers on ALL purchase orders.

Account #: **6714762** State: **MN**

Account Name: **AEPA**

If Quill.com is awarded, please provide us a list of contacts and/or locations that need to be included as a part of this bid.

Were items awarded to Quill.com on this bid? All _____ Some _____ None _____
Do you accept the discounts on our catalog? Yes _____ No _____

If not, who was awarded your bid? _____

In order to remain on your bid solicitation list, we welcome your feedback as to the reason(s) we were not considered:

Are you tax exempt? Yes _____ No _____

If so, please send your tax exemption certificate to taxexempt@quill.com or fax to 800-499-8805.

This **Bid Award Form** can be returned via:

Email: bid@quill.com

Mail:

Quill LLC
Bid Department
100 Schelster Road
Lincolnshire, IL 60069-3621

Thank you for the opportunity to do business with you!

Quill Bid Department



Delivery Policy

FREE SHIPPING* – No minimum spend required.
95% on-time delivery.

- Delivered via UPS or Local Carrier within 1-2 business days (Mon-Fri) ARO stock.
- UPS automatically provides inside delivery (the driver will bring the merchandise inside to a main location-no desk top delivery).
- Shipping for items w/prefix of JV are normally 1-2 business days ARO stock, however, large quantities of an item may require longer delivery times- up to 5-7 business days ARO.

Guaranteed 1-2 Day Delivery



Items marked with this icon will be delivered within 2 business days or we will refund the final price you paid for the item plus applicable tax.

Orders must be placed by 3:00 p.m. local time to qualify. Subject to credit approval. Excludes discounted items or delays resulting from circumstances beyond Quill.com's reasonable control, including, without limitation, natural disasters, labor strikes or severe weather. Quill.com reserves the right to discontinue this guarantee at any time, for any reason.

Large Volume Orders may ship via Truck-Tailgate Delivery within 2-7 business days ARO.

- Tailgate Delivery means the driver is only responsible to get cartons to the end of the truck & customer is responsible for unloading and bringing inside the building. No shipping or processing fees.
- A call 24 hours before a truck delivery can be arranged at no charge.
- Lift gates (cargo lift) can be requested for truck orders at no charge- you must note the PO.
- For an additional fee of \$25.00 the driver will assist in unloading cartons from truck & bring inside the building.
- Installation and or set/up is not included. Additional charges will apply based on weight & site conditions. Please call for quote.
- Pallet size is 47.5" X 36".
- We cannot guarantee full carton shipments due to our automated order system. In order to provide prompt delivery of your order, we may have to utilize stock from multiple warehouse locations.
- We cannot guarantee palletized shipments for large orders due to our automated order system. For us to ship larger quantities & provide prompt delivery service, we may have to utilize stock from multiple warehouse locations.

Quill's **Future Delivery** option enables a school to plan for future needs while securing today's low sale prices.

- Schedule delivery & billing up to 4 months from the time of submitting your order.
- Just write "Future Delivery" on your purchase order and the date you want the order to ship. If ordering online, simply click "Delayed Shipment" on the checkout screen.

Backorder Procedure

Quill LLC operates 18 warehouses nationwide & partners with vendors and wholesalers to deliver products. If the warehouse nearest your location doesn't have the item, Quill will use one of its other warehouses or vendor/wholesaler to deliver the product or provide an alternate item of equal or higher value at the same price. In the event that an item is backordered, Quill will notify you on your order confirmation or send you an e-mail with the approximate date the item will deliver.

***Free shipping is subject to change with a written 30-day notice and will not exceed the amount indicated in the contract terms.**



Return Policy

If there's a problem with your order or you need to make a return, we will do whatever it takes to make it right. Unless otherwise noted below, merchandise must be returned within 30 days for full credit, refund or replacement. Machines and furniture must be returned in the original box.

ORIGINAL MANUFACTURER INK & TONER RETURN POLICY: Unopened and unexpired Original Manufacturer ink & toner cartridges such as, but not limited to, cartridges, drums, maintenance kits, fusers, developer kits, transfer kits, cleaning units, and waste toner bottles/containers may be returned within 30 days of purchase for full credit or replacement. Please check to make sure you've ordered the correct cartridge before opening the packaging (use our Ink & Toner Finder at www.quill.com/ink-toner-finder). We will not accept returns on merchandise that has been opened and is not defective.

QUILL BRAND INK & TONER GUARANTEE: Quill Brand ink & toner cartridges are guaranteed to be free from defect regardless of the age of the product. If a defect occurs, we'll be happy to exchange it or provide a full refund. Quill Brand cartridges are manufactured to the highest standards in materials and workmanship to meet O.E.M. (Original Equipment Manufacturer) yield and performance standards.

TECHNOLOGY AND BUSINESS MACHINES (RETURN WITHIN 14 DAYS): Non-defective technology and business machine items such as, but not limited to, printers, copiers, shredders, laminators, fax machines, computer accessories, networking, cameras, scanners, monitors, projectors, video equipment and consumer electronics must be returned within 14 days of the date of receipt and meet the following conditions: Returns must contain all original packing materials (including box), UPC codes on the box, all product documentation, parts, and accessories. Defective products must be handled under each manufacturer's guidelines.

COMPUTERS/LAPTOPS/NOTEBOOKS/TABLETS (RETURN WITHIN 14 DAYS): All computers, laptops, notebooks and tablets must be returned within 14 days of the date of receipt for a full credit or refund. To return a computer, laptop, notebook or tablet, it must be returned in the original box with the UPC code, all original packaging materials, product documentation, parts and accessories. All returns will be inspected and must be 100% complete. Defective products must be handled under the guidelines stated in the warranty and repair policy sheet included with the product.

- Panasonic computers have limited-exchange privileges that require manufacturer approval of any exchanges as a result of a defective product within 14 days of purchase. Prior to returning computers from this brand, you must contact a manufacturer agent to obtain a return authorization number or code. Contact: Panasonic at 855-772-8324.

VENDING EQUIPMENT (RETURN WITHIN 30 DAYS): The following policy covers non-defective vending equipment that includes, but is not limited to, bulk vending machines (gumball machines), electronic and mechanical snack machines, beverage machines, change machines and accessories. Defective products must be handled under each manufacturer's guidelines. Items must be returned within 30 days and meet the following conditions:

- The box must contain all original packing materials (where applicable), UPC codes on the box, all product documentation as well as all parts and accessories. All returns will be inspected and must be 100% complete. Non-perishable free items included with a specific product purchase must be returned as well to receive credit.

BOXED, LICENSED AND DOWNLOADED SOFTWARE (RETURN WITHIN 30 DAYS): Unopened boxed software that we currently sell must be returned in the original, unopened packaging within 30 days from receipt of product for a full credit, return or replacement unless noted by the manufacturer. Any defective boxed software must be returned within 30 days and will be exchanged for the exact same software title version. Software licensing varies by manufacturer; call 800-789-1331 for details. Multiple licenses may not be returned beyond 30 days for any reason unless authorized by the manufacturer. Downloadable software is not returnable or refundable.

FURNITURE: Furniture items such as, but not limited to, chairs, desks, tables, partitions, cabinets, chair mats, lamps and all furniture decor must be returned within 30 days and meet the following conditions: Returns must contain all original packing materials (including box), UPC codes on the box, all product documentation, parts, and accessories. Defective products must be handled under each manufacturer's guidelines. All returns will be inspected and must be 100% complete.

Warranty Information

<http://www.quill.com/content/iw/help/policies.cshtml?icid=ft:g,pssy>

- **How can I obtain a manufacturer's product warranty information?**
 - To obtain a manufacturer's telephone number for warranty information, please email solutions@quill.com
 - Please include the product name, manufacturer and model number or Quill.com item number. Browse our assortment of [SquareTrade warranties](#) for service plans you can purchase through Quill.com.

- ***How can I obtain product recall information?***
 - To obtain a manufacturer's telephone number for recall information, please email us, solutions@quill.com
 - Please include the product name, manufacturer and model number or Quill item number.
 - The products identified below are subject to recall in the United States.
 - The recall information provided here is based on manufacturers' and regulatory agencies' press releases that involve products previously sold through Quill.com. Information on each recalled product, and the steps you should take if you own such a product, are also set forth in more detail below.
 - For products recalled through the U.S. Consumer Product Safety Commission, visit the CPSC Web site at www.cpsc.gov for additional information or call the CPSC recall consumer hotline at 800-638-2772.
 - For products recalled through the U.S. Food and Drug Administration, visit the FDA Web site at www.fda.gov for additional information or call the FDA at 888-463-6332.

- ***What do I do if a product I bought has been recalled?***
 - Please contact the manufacturer for specific instructions.



Packing Information

- Our primary goal as your vendor is to ensure that your product is protected and you receive it in perfect condition.
- We use # 4 recyclable packaging materials to protect your order during shipment and to further help preserve valuable resources; items are packed into a box size that fits your order.
- If your delivery needs extra protection, we use lightweight plastic air bags which, in many areas, can be recycled.
- Whenever possible, we ship your products without packing materials to conserve resources. It is our desire to be proactive in seeking environmentally responsible packaging options and methods.
- Quill constantly conducts customer surveys to assess the packaging material satisfaction. Those surveys are reviewed and each suggestion looked into.
- Quill has changed our packaging from Styrofoam bubbles to one plastic bag in our boxes.
- Quill has cut the use of shrink wrap within our warehouses.

Packing Slip Policy:

- Full Case Shipments- No packing list provided. Outside label will contain # of cartons.
- Partial Case Shipments- The packing list will be located in the box labeled "Packing Slip Enclosed".

The Packing Slip contains:

- Account Number
- Ship Date
- Order Number
- Purchase Order Number
- Buyer Name
- Ship To and Bill To
- Total Packages
- Carrier
- Carton#
- Item Number
- Item Description
- Unit of Measure
- Quantity Ordered and Quantity Shipped



Order anytime at www.quill.com
 To contact one of our friendly representatives, please E-mail us at info@quill.com Or, call us at 1-800-789-1331.

PACKING LIST

ACCOUNT NUMBER	REFER TO THIS ORDER NO. FOR ALL INQUIRIES
HELP DATE	ORDER NO.
9/22/17	106587101
PURCHASE ORDER NO.	BIDDER

Thank you for ordering from Quill.com!

SHIPPING LOCATION: Beloit, WI FC

QUILL CORPORATION

CARRIER/ROUTE: CHG/COU /HG

TOTAL PACKAGES: 2

PAGE: 1

Elevator: Hours: 03088

SPECIAL INSTRUCTIONS

5800762022	433	61024/WHITE	GLAD KITCHEN DRWSTNG 13GAL BAG /CLO 78526	EA	2	2
5800762022	433	50208/	STEVIA - 200CWT /SMU4480076014	EA	1	1
5800762048	532	101264/	NESTLE PURE LIFE WATER 16.9OZ /110109	CS	1	1
5800762022	433	2071264/	FANTASTIK GNRL PURP CLRNR 32OZ /682274	EA	1	1
Material Safety Data Sheets (MSDS)			may be found by visiting http://sds.staples.com/msdd/2071264.pdf			
5800762022	433	1945969/	SCRUBNG BBL DSNF CLRNR 25OZ /682264	EA	1	1
Material Safety Data Sheets (MSDS)			may be found by visiting http://sds.staples.com/msdd/1945969.pdf			
5800762022	433	17472S/	EARN FREE CIRCULON COOKWARE /17472S	EA	1	1
5800762022	433	37190S/	20% OFF QUILL BRAND TONER /37190S	EA	1	1
5800762022	433	17664S/	\$10 OFF CALENDARS! /17664S	EA	1	1
5800762022	433	17590S/	FREE COUPON BOOKLET! /17590S	EA	1	1

For return information, please contact

Quill.com:

www.quill.com/returns

OR

call 1-800-789-1331

ATTN: Returns Department
 Order # 106587101
 Account # 0006498829
 Quill.com
 3140 Colley Road
 BELOIT, WI,53511

Use the above label for product returns only

Place orders faster, smarter and easier at www.quill.com



Thank You for Your Order!



Founded in 1956, Quill LLC has pioneered the growth of direct marketing in the business products industry and has been a leader in discount pricing and outstanding customer service. Our major business line is office supplies, furniture, customer imprints and office technology. Quill operates 18 regional distribution centers located in strategic areas of the United States which allows us to provide 1-2 delivery days.

Employee ID Number: 04-2896127 Large Business

Sic No.: 5961 **Duns No.:** 025273202 **DHR NO.:** 9727800 **NAICS:** 454113

Ownership: Corporation registered in Delaware on December 15, 1977, and converted to a Delaware Limited Liability Company on February 4, 2018

Not Minority or Women owned

Senior Vice President: Mark Roszkowski **Number of Employees:** 1,030

Affiliation: Wholly owned subsidiary of **Staples, Inc.**, 500 Staples Dr., Framingham, MA 01702

F.O.B: Quill offers free standard parcel and tailgate delivery within the 48 contiguous States*

Warranty on products: Per Manufacturer

Payment terms: Net 30 days - Accepts Visa, MasterCard, Discover, American Express and GSA SmartPay Card

Contacts

Customer Service: 800-634-4809 **Website:** www.quill.com

Physical Address & Mail Orders: 100 Schelter Road, Lincolnshire, IL 60069-3621

Email: bid@quill.com **24-Hour Fax Order:** 800-789-2016

Email Orders: e-orders@quill.com

Payment Remittance: P.O. Box 37600 Philadelphia, PA 19101-0600

Accts. Receivable: 800-634-1172 **Fax:** 508-305-8103 **Email:** AR@quill.com

*Free shipping is subject to change with a written 30-day notice and will not exceed the amount indicated in the contract terms.



Company ID Number: 1346818

Approved by:

Employer Quill LLC	
Name (Please Type or Print) Kaylynn Rudy	Title
Signature Electronically Signed	Date 10/02/2018
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 10/02/2018



Company ID Number: 1346818

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Quill LLC
Company Facility Address	100 Scheller Rd Lincolnshire, IL 60069
Company Alternate Address	
County or Parish	LAKE
Employer Identification Number	042896127
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	500 to 999
Number of Sites Verified for	1



EEO Certification

Due to the 700 vendors and 1.1 million customers, it is impossible for us to reply on an individual basis and read each company's certification requirements. Please accept the following as our standard report.

You are advised that Quill LLC does not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability; or an unfavorable discharge from military service.

Quill LLC hereby certifies that it does not maintain or provide for their employees any segregated facilities at any establishment. As used in this Certification, the term "Segregated Facilities" means any waiting rooms, work area, rest rooms and other storage or dressing areas, transportation and housing facilities provided for the employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, religion, sex marital status, national origin or ancestry, age physical or mental handicap unrelated to ability, or and unfavorable discharge from military service.

Quill LLC also maintains and conspicuously posts a written sexual harassment policy consistent with state and federal law.

Quill LLC also complies with Affirmative Action obligations under Executive Order 11246.

Quill LLC has a commitment to its employees to provide a safe and drug free work environment, with policies in places that address our expectations.

If we can clarify any questions regarding our policy on this issue, please call or write.

Quill LLC
100 Schelter Road
Lincolnshire, IL 60069
P: 800.634.4809
Bid@quill.com

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Staples, Inc.

2 Business name/disregarded entity name, if different from above
Quill LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
500 Staples Drive

6 City, state, and ZIP code
Framingham, MA 01702

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				
--	--	--	---	--	--	--	--

or

Employer identification number

0	4	-	2	8	9	6	1	2	7
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *[Handwritten Signature]* Date ▶ 1/3/22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

Staples, Inc.

Additional Named Insureds:

Arch Parent Inc.
Capital Office Products of Volusia County, Inc.
Happy Studio LLC
In Designs Global LLC
Lebanon Mill, L.P.
Quill LLC
Quill Lincolnshire, Inc.
Southwest Schools & Office Supply
Staples Brands Sales LLC
Staples Contract & Commercial LLC
Staples Global Markets, Inc.
Staples GP, LLC
Staples Project 2017 LLC
Staples Shared Service Center, LLC
Staples Ventures, LLC
STIC Corp
The Staples Group, Inc.
HiTouch Business Services LLC
MyOfficeProducts, LLC
Computata Products Inc. dba CPI One Point
NAD Technology LLC
DEX Imaging, LLC
DEX Imaging, LLC DBA TonerType
DEX Imaging, LLC DBA TonerType, Inc.
DEX Imaging of Alabama, LLC
DEX Imaging of Tennessee, LLC
DEX Imaging of Texas, LLC
DEX Imaging of The Carolinas, LLC
DEX TP, LLC
DEX Imaging of Maryland, LLC
DEX Imaging of North Carolina, LLC
Dean's Office Machines, LLC
Ecotype Industries, LLC
Emerge Holdings, LLC
Emerge Print Management LLC
Sagamore Solutions, LLC
Total Print USA LLC
WorkLife Brands LLC
Bulldog Office Products, Inc.
Mt. Lebanon Office Interiors, Inc.
S.W. School Supply, Inc.
360 Office Solutions, Inc.
Technology By Design, LLC
Montana Office Machines, Inc., dba J2 Office Products

Association of Educational Purchasing Agencies
Tabulation Report IFB #023-D - School & Instructional
Supplies
Vendor: School Specialty

General Comments: Please reference attachments.

General Attachments: Catalog - Arts - Crafts Part 1 - School Specialty, LLC.pdf
Catalog - Arts - Crafts Part 2 - School Specialty, LLC.pdf
Catalog - Curriculum - School Specialty, LLC.pdf
Catalog - Early Childhood Part 1 - School Specialty, LLC.pdf
Catalog - Early Childhood Part 2 - School Specialty, LLC.pdf
Catalog - Education Essentials The Big Book Part 1 - School Specialty, LLC.pdf
Catalog - Education Essentials The Big Book Part 2 - School Specialty, LLC.pdf
Catalog - Education Essentials The Big Book Part 3 - School Specialty, LLC.pdf
Catalog - Education Essentials The Big Book Part 4 - School Specialty, LLC.pdf
Catalog - K-12 Science Part 1 - School Specialty, LLC.pdf
Catalog - K-12 Science Part 2 - School Specialty, LLC.pdf
Catalog - Learning Environments Furniture - Equipment Part 1 - School Specialty, LLC.pdf
Catalog - Learning Environments Furniture - Equipment Part 2 - School Specialty, LLC.pdf
Catalog - Physical Education Health - Wellness Part 1 - School Specialty, LLC.pdf
Catalog - Physical Education Health - Wellness Part 2 - School Specialty, LLC.pdf
Catalog - Special Needs - Education - School Specialty, LLC.pdf
Cover Letter - Flyers – School Specialty, LLC.pdf
Cut Sheets - School Specialty, LLC.pdf
Exhibit A - Marketing Plan - School Specialty, LLC.pdf
Part C - State-Specific Forms - School Specialty, LLC.pdf
Part D - Questionnaire - School Specialty, LLC.pdf
Part E - Signature Forms - School Specialty, LLC.pdf
Part F - Pricing Schedule - School Specialty, LLC.xlsx
Pending Litigations - School Specialty, LLC.pdf
Professional Development Menu - School Specialty, LLC.pdf



Part D - Questionnaire

AEPA 023-D

School & Instructional Supplies

Instructions

This questionnaire contains forms and requests for information required by AEPA for vendor evaluation for responsiveness and responsibility.

To submit the required forms, follow these steps:

1. Read the documents in their entirety.
2. Respondents must use Part D – Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested.
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “*Part D – Questionnaire – Name of Company*”.
5. Submit Part D, along with other required documents in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled “Part D – Questionnaire – Name of Company”:

[Company Information](#)

[Service Questionnaire](#)

[Exceptions](#)

[Deviations](#)

Date of Partnership: September 15th, 2020
State Founded: Wisconsin
Type of Partnership, if applicable: LLC
Name(s) of General Partner(s): TWC Direct Lending LLC, TWC Direct Lending Strategic Ventures LLC, West Virginia Direct Lending LLC, TCW Brazos Fund, TCW Skyline Lending LP, Cerberus AUS Levered Holdings LP, Cerberus AUS Levered Holdings III LLC, Cerberus Offshore Levered III Holdings II LP, Cerberus Redwood Levered Load Opportunities Fund A, L.P., Cerberus ICQ Offshore Loan Opportunities Master Fund L.P., Cerberus SWC Levered Holdings II LP, Cerberus Redwood Levered Loan Opportunities Fund B, L.P, LCP SSI, LLC

Is this business individually owned? x **No** **Yes. If yes, complete the following:**
Date of Purchase: _____
State Founded: _____
Name of Owner/Operator: _____

Is this business different from those identified above? x **No** **Yes**
If yes, describe the company's format, year and state of origin and names and titles of the principles below.

Is this business women-owned? x **No** **Yes**

Is this business minority-owned? x **No** **Yes**

Does this business have an Affirmative Action plan/statement? **No** x **Yes**

Business Headquarter Location

Business Address W6316 Design Drive
City, State, zip code Greenville, WI 54942
Phone 888-388-3224
How long at this address? Since 2001

Business Branch Location(s)

Branch Address Business Headquarters & Greenville Distribution Center – W6316 Design Drive
City, State, zip code Greenville, WI 54942
Branch Address Mansfield Office & Distribution Center – 100 Paragon Parkway
City, State, zip code Mansfield, Ohio 44903
Branch Address Lancaster Distribution Center – 140 Marble Drive
City, State, zip code Lancaster, PA 17601
Branch Address Nashua Distribution Center – 80 Northwest Blvd.
City, State, zip code Nashua, NH 03063
Branch Address Bird in Hand Manufacturing – 3031 Industry Drive
City, State, zip code Lancaster, PA 17603
Branch Address Bellingham Office – 400 Sequoia Drive Suite 200
City, State, zip code Bellingham, WA 98226
Branch Address Lombard Office – 701 E. 22nd Street
City, State, zip code Lombard, IL 60148
Branch Address Jacksonville Office – 3333 Hendricks Avenue
City, State, zip code Jacksonville, FL 32207

**If more branch locations exist, insert information here or add another sheet with the above information.*

Sales History

Provide your business's annual sales for in the United States by the various public segments.			
	2020	2021	2022 YTD
K-12 (public & private), Educational Service Agencies	\$394,521,827.04	\$518,417,899.59	\$428,462,093.50
Higher Education Institutions	\$1,557,510.24	\$1,509,353.70	\$1,497,825.09
Counties, Cities, Townships, Villages	\$10,821,915.44	\$11,064,580.93	\$7,983,172.40
States	\$1,223,601.29	\$1,380,707.18	\$996,682.58
Other Public Sector & Non-profits	\$60,220,595.96	\$57,353,096.56	\$42,170,934.20
Private Sector	\$22,986,128.11	\$29,656,196.57	\$22,584,261.59
Total	\$591,331,578.08	\$619,381,833.53	\$503,694,969.36

Provide your business's annual sales for **products and services that meet this solicitation's scope of work** in the United States by the various public segments.

	2020	2021	2022 YTD
K-12 (public & private), Educational Service Agencies	\$394,521,827.04	\$518,448,631.89	\$28,472,874.73
Higher Education Institutions	\$1,557,510.24	\$1,509,273.96	\$176,296.68
Counties, Cities, Townships, Villages	\$10,821,915.44	\$11,065,012.30	\$557,258.60
States	\$1,223,601.29	\$1,359,918.26	\$219,104.64
Other Public Sector & Non-profits	\$60,220,595.96	\$57,353,973.69	\$3,477,840.91
Private Sector	\$22,986,128.11	\$29,656,523.17	\$1,316,232.41
Total	\$591,331,578.08	\$619,393,333.30	\$34,219,607.97

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	Greg Harbaugh	VP – Business Development	888-388-3224	Greg.Harbaugh@schoolspecialty.com
Sales Manager	Greg Harbaugh	VP – Business Development	888-388-3224	Greg.Harbaugh@schoolspecialty.com
Customer & Support Manager	Danelle Barnes	Director of Customer Care	888-388-3224	Danelle.Barnes@schoolspecialty.com
Distributors, Dealers, Installers, Sales Reps	Greg Harbaugh	VP – Business Development	888-388-3224	Greg.Harbaugh@schoolspecialty.com
Consultants & Trainers	Deanna Lock	Director of Category Expertise and Support	888-388-3224	Deanna.Lock@schoolspecialty.com
Technical, Maintenance & Support Services	Kurt Vanhandel	Business Manager	920-205-0179	Kurt.Vanhandel@schoolspecialty.com
Quotes, Invoicing & Payments	Greg Clemens	Manager – Credit & Collections	419-589-1578	Greg.Clemens@schoolspecialty.com
	Quotes – For Hot List Pricing	Quote Department	888-388-3224	Quotes@schoolspecialty.com
Warranty & After the Sale	Greg Harbaugh	VP – Business Development	888-388-3224	Greg.Harbaugh@schoolspecialty.com

Financial Manager	Kevin Baehler	EVP – Chief Financial Officer	920-882- 5882	Kevin.Baehler@schoolspecialty.com
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Sales Force: Provide total number and location of salespersons employed by your business in the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Number of Sales Reps	City	State
1	Guntersville	AL
1	Troy	AL
1	Bryant	AR
2	Chandler	AZ
2	Phoenix	AZ
1	Queen Creek	AZ
2	Scottsdale	AZ
1	Tempe	AZ
1	Tucson	AZ
1	Beaumont	CA
1	Elk Grove	CA
1	Escondido	CA
1	Fresno	CA
1	Glendora	CA
1	Homewood	CA
1	Irvine	CA
1	Lincoln	CA
1	Los Angeles	CA
1	Mill Valley	CA
1	Montclair	CA
1	Oakdale	CA
1	Poway	CA
1	Rancho Santa Margarita	CA
1	Rocklin	CA
3	San Diego	CA
1	San Ramon	CA
1	Santa Clarita	CA
1	Susanville	CA
1	Ukiah	CA
1	Broomfield	CO
1	Castle Rock	CO
2	Colorado Springs	CO
2	Denver	CO
1	Lakewood	CO
1	Longmont	CO
1	Loveland	CO
1	Monument	CO
1	Parker	CO
1	Stamford	CT
1	Suffield	CT
2	Fort Myers	FL
9	Jacksonville	FL
2	Miami	FL
1	North Venice	FL
2	Ocala	FL
1	Ocoee	FL

3	Orlando	FL
1	Palmetto Bay	FL
1	Punta Gorda	FL
1	St. Petersburg	FL
1	Sunrise	FL
1	Valrico	FL
1	Winter Park	FL
1	Acworth	GA
2	Alpharetta	GA
1	Cumming	GA
1	Hiram	GA
1	Mableton	GA
1	Marietta	GA
1	Muscatine	IA
1	West Des Moines	IA
1	Boise	ID
1	Meridan	ID
1	Algonquin	IL
1	Arlington Heights	IL
1	Batavia	IL
1	Buffalo Grove	IL
1	Crestwood	IL
1	Darien	IL
1	East Dundee	IL
16	Lombard	IL
1	McHenry	IL
1	Oak Park	IL
1	Wauconda	IL
1	West Dundee	IL
1	Greencastle	IN
1	Wichita	KS
1	Bowling Green	KY
1	Louisville	KY
1	Mount Sterling	KY
1	Metairie	LA
1	Prairieville	LA
1	Shreveport	LA
1	Andover	MA
1	Fiskdale	MA
1	Longmeadow	MA
2	North Attleboro	MA
1	Westfield	MA
1	Abingdon	MD
1	Chester	MD
1	Crofton	MD
1	Edgewater	MD
1	Ellicott City	MD
1	Gaithersburg	MD
1	Kentwood	MI
1	Plymouth	MI
1	Southfield	MI
1	Walloon Lake	MI
1	Otsego	MN

1	Winsted	MN
1	Centertown	MO
1	Chesterfield	MO
2	Kansas City	MO
1	Lee's Summit	MO
1	Tupelo	MS
1	Cramerton	NC
1	Emerald Isle	NC
1	Gastonia	NC
1	High Point	NC
2	Raleigh	NC
1	Warne	NC
1	Winston Salem	NC
1	Omaha	NE
1	Haskell	NH
7	Nashua	NH
1	Bloomington	NJ
1	Jersey City	NJ
1	Livingston	NJ
1	Mantua	NJ
1	Marlton	NJ
1	Neptune	NJ
1	Pennsauke	NJ
1	Ridgewood	NJ
1	Sicklerville	NJ
1	Toms River	NJ
1	Albuquerque	NM
1	Rio Rancho	NM
1	Henderson	NV
1	Baldwinsville	NY
1	Brewerton	NY
1	Clifton Park	NY
1	Dix Hills	NY
1	Long Beach	NY
1	New York	NY
1	Northport	NY
1	Parish	NY
1	Rochester	NY
1	Beaverton	OH
1	Dayton	OH
1	Dover	OH
1	Hudson	OH
3	Lakewood	OH
1	Lucas	OH
3	Mansfield	OH
1	Oregon	OH
1	Sunbury	OH
1	West Salem	OH
1	Broken Arrow	OK
1	Edmond	OK
1	Tahlequah	OK
1	Bend	OR
1	Portland	OR

1	Alletontown	PA
1	East Fallowfield	PA
1	Havertown	PA
1	Mechanicsburg	PA
1	Pittsburgh	PA
1	Walnutport	PA
1	Washington	PA
1	West Chester	PA
1	Anderson	SC
1	Clover	SC
2	Columbia	SC
1	Inman	SC
1	Rock Hill	SC
1	Bartlett	TN
1	Memphis	TN
1	Murfreesboro	TN
1	Nashville	TN
1	Old Hickory	TN
1	Spring Hill	TN
1	Arlington	TX
1	Bastrop	TX
1	Buchanan	TX
1	Carrollton	TX
1	Cypress	TX
2	Dallas	TX
3	Fort Worth	TX
5	Houston	TX
1	Irving	TX
1	League City	TX
1	Lewisville	TX
1	Little Elm	TX
1	McAllen	TX
1	New Braunfels	TX
1	North Richland Hills	TX
1	Plano	TX
3	San Antonio	TX
1	Waco	TX
1	Bountiful	UT
1	Logan	UT
1	Salt Lake City	UT
1	Smithfield	UT
1	West Jordan	UT
1	Chesterfield	VA
1	Herndon	VA
1	Newport News	VA
2	Richmond	VA
1	Stafford	VA
11	Bellingham	WA
1	Blaine	WA
1	Bothell	WA
1	Federal Way	WA
1	Lake Tapps	WA
1	Seattle	WA

1	Spokane	WA
2	Vancouver	WA
3	Appleton	WI
1	Chilton	WI
1	Elm Grove	WI
35	Greenville	WI
1	Kenosha	WI
1	Kimberly	WI
2	Neenah	WI
1	New London	WI
2	Oshkosh	WI
1	Pulaski	WI
1	Stevens Point	WI

Describe how your company will implement training and knowledge of the contract with your respective sales force. Furthermore, describe how your company plans to support and train your sales force on a national, regional, or local level and generally assist with the education of sales personnel about the resulting contract.

School Specialty has a dedicated Contracts, Co-ops & National Agreements team whose main focus is to train School Specialty sales personnel on available contracts and their utilization. Sales teams are broken out into Regions and will have a preliminary training on this contract along with continuous training on utilization.

What is your company’s plan, if your company were awarded the contract, to service up to 29 states. Describe if your company has a national sales force, dealer network, or distributor(s) with the ability to call on eligible agencies in the participating states in AEPA.

School Specialty has a national sales force of over 300 people both in the field and inside our offices. Both our Sales Team and our Contracts, Co-ops & National Agreements teams have on-going relationships with all 29 AEPA agencies and will continue to service and reinforce those relationships through this new contract. School Specialty currently provides monthly marketing collateral to all AEPA agencies to further the relationship between SSL and our agency partners.

Products, Services & Solutions

Provide a description of the Products, Services & Solutions to be provided by the product category set forth in Part B - Specifications. The primary objective is for each Supplier to provide its complete product, service, and solutions offerings that fall within the scope of this solicitation so that participating agencies may order a range of products as appropriate for their needs.

Classroom & Office Supplies, Classroom Management, Arts & Craft Supplies, Early Childhood, English Language Arts, Literature, Math, Science, Resources, Social Studies, Special Needs & Special Education, Physical Education & Sport, Educational Technology, Safety & Security, Facility Supplies, Furniture & Equipment

Distribution

Describe how your company proposes to distribute the products and services nationwide, regionally, or at the local level.

Please allow 3-5 business days for items shipping parcel (UPS Ground) from one of our distribution centers. Items and orders shipping via freight truck from our distribution centers may take up to one week. Delivery times for items shipping direct from our manufacturers are variable. Most items ship within 2-4 weeks. This includes classroom and office furniture and equipment. Please contact School Specialty at 888-388-3224 and we would be happy to contact our manufacturer for an estimated shipment date. Through our network of strategically located distribution centers and our partnership with national and local carriers we can ship orders quickly to our customers. We can provide real-time tracking for orders through our website or customers may contact our customer care department at 888-388-3224.

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	Greenville	WI
Distribution	Greenville	WI
Service/Support	Mansfield	OH
Distribution	Mansfield	OH
Distribution	Lancaster	PA
Distribution	Nashua	NH

Describe the criteria and process by which your company selects and approves subcontractors, distributors, installers, and other independent services.

School Specialty does not anticipate utilizing any independent providers, including subcontractors, distributors, installers or other independent service providers to perform service under the IFB. The only potential exception to this is if an AEPA ordered furniture and equipment that they desired be installed, School Specialty would utilize the services of an independent installer. All installers are required to meet a strict set of criteria including the requirement to carry certain minimum levels of insurance as well as to hold all required state and local licenses and permits. Finally, we do background checks on the firms. We monitor the work of each independent firm and cease doing business with any firm that fails to meet the expectations of our customers.

Provide a list of current subcontractors, distributors, installers, and other independent service providers who are contracted to perform the type of work outlined in this solicitation in the member agency states. Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

School Specialty works with more than 100 independent installation companies in member agency states. These installation partners go through a rigorous selection and approval process. All of these companies are insured, hold applicable contractor licenses and satisfy all state and local legal requirements. In light of the large number of installers and the fact that furniture is not a significant category in this IFB, we determined not to include the complete list with our response.

If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

Our many years of contracting with MWBE's has given us the experience and ability to build an engagement process that exceeds minimum requirements and compliance. We look forward to presenting our strategic MWBE plan for AEPA and will welcome your input as to our planned implementation. We attend and participate in most national and regional conferences of WBENC/NMSDC organizations annually, along with state and local government designated events. School Specialty's process begins with the utilization of databases of both the NMSDC and WBENC to source certified businesses in many business verticals. We then began the due diligence process of business validation and capabilities measurements. Once this step is completed, we then match our requirements and business standards with our prospective partners. Currently we have a database of diverse suppliers that stretch across the United States that have completed our process that we utilize as a point of reference.

If applicable, describe other ways your company can be sensitive to a participating agencies desire to utilize local and/or MWBE companies, such as the number of local employees and offices with a geographic region, companies your firm uses that may be local (i.e. delivery company), your own company's diversity of owner employees, etc.

School Specialty is very sensitive to local needs and therefore responds to local school districts' requirements and needs by partnering with the MWBE'S and small businesses in the designated geography.

If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

School Specialty has a national minority partner that provides all of our products on an electronic marketplace that is available in all districts that wish to engage. Our partner is certified with the NMSDC and affiliates, The State of Ohio MBE. The entity name is as follows; Corporate Metrics of Ohio and the marketplace name is SOLVED-DPSM (Diversity Product Solutions Market Place)

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
Lesley Zimmer	Marketing Manager	360-305-6676	Lesley.Zimmer@schoolspecialty.com
Helen Schleis	Director Business Development	678-823-5125	Helen.Schleis@schoolspecialty.com

Describe how this business marketed its products and services to schools, nonprofit organizations, and other public sector audiences in Fiscal Year 2021– 2022 (July 1 – June 30). List all conventions, conferences, and other events at which this company exhibited.

School Specialty has a large corporate marketing department that utilizes an omni-channel marketing strategy including email, social channels, catalogs, website and direct mail. Because of the varied selection of brands that School Specialty offers, we attend major national conventions to support these brands as well as state and regional conferences when the opportunity arises.

Describe how your company will market the resulting contract to eligible Member Agencies. Describe how your company differentiates the new agreement from existing contracts that your company may hold today. Please be specific and detailed in your response.

School Specialty has a monthly marketing communication that is sent out to all AEPA agencies with co-branded marketing materials to be shared with their members. We will use this vehicle to announce the new contract along with an updated marketing flyer and updated information on our AEPA/School Specialty landing page: www.schoolspecialty.com/aeпа-co-op. School Specialty will email all relevant contacts in our system announcing the new contract and providing our end-user customers with links to products and the new marketing collateral.

Cooperative Marketing. Describe ways in which your company will collaborate with AEPA Member Agencies in marketing the resulting contract. Submit any supplemental materials as PDFs and title it Exhibit A – Marketing Plan.

- Process on how the contract will be launched to current and potential agencies.
- The ability to produce and maintain in full color print advertisements in camera-ready electronic format, or electronic advertisements, including company logos and contact information.
- Anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract.
- How the contract award will be displayed/linked on the Respondent’s website.

See attached Exhibit A – Marketing Plan.

Environmental Initiatives

Describe how your products and/or services support environmental goals.

School Specialty believes that the environment is a precious gift. We take our commitment to the environment very seriously given that our environmental choices will help teachers and the students they serve understand the importance of making

such a commitment themselves. Respecting the environment is more than a good business practice — it is the right thing to do. We understand, acknowledge, and accept our responsibility for developing sustainable practices that meet our customers' needs and our financial goals while taking into account the welfare of future generations and their dependence on a healthy environment. School Specialty is committed to protecting and preserving the earth's natural resources. To carry out this commitment, we: Assist our customers with their green initiatives, promoting environmentally friendly processes that will save money while saving the planet. Minimize the creation of waste by encouraging and promoting reduction, reuse and recycling in all of our activities. Conserve natural resources by reducing our consumption of energy and water. Strive to increase the quantity and types of products with post-consumer recycled content that we both use in our daily operations and sell to our customers. Source and promote environmentally friendly products for purchase by our customers. Encourage the protection of endangered forests by using paper, cartons, pallets and the like produced with fiber from sustainably managed forests. Ensure compliance with both the letter and the intent of all applicable environmental laws and regulations. In our continuous effort to creating a more sustainable environment, School Specialty recently achieved Platinum Certification Status with the Green Business Bureau.

Indicate if your company has any products in your offering that have any third-party environmental certifications.

N/A

Describe the business's "green" objectives (i.e. LEED, reducing footprint, etc.).

Catalog Marketing, Distribution & Circulation: School Specialty has partnered with LSC Communications, a leading provider of print communications for the printing of our catalogs. LSC's sustainability approach is reflected in a variety of practices across four categories. Resource Efficiency – identify, measure and continuously improve efficiencies associated with consumption and use of energy, raw materials, water and other resources. Green Procurement – they extend their influence across the breath of the supply chain by encouraging sustainable practices among suppliers and enabling them for customers. Reduce, Reuse, Recycle – everyday actions taking place in manufacturing, administrative and service facilities. Stewardship – striving to learn and share best practices through education, communication and demonstration. LSC has been recognized by Corporate Responsibility Officer Magazine (CRO) as one of the 10 Best Corporate Citizens in its Media category, and they have been named multiple times on the Dow Jones Sustainability Index (DJSI). Office and Distribution Center Operations: All offices and distribution centers are required to recycle all aluminum, paper, plastic, and glass. Distribution center recycle all undamaged inbound cartons, corrugate and pallets. All purchased corrugate contains a minimum of 60% post-consumer recycled content. We do not accept any paper or corrugate that is sourced from forests that have been identified as endangered or "old growth" forests. Corrugate suppliers must obtain their fiber from forests managed under a credible forest certification scheme wherever possible or have procurement systems that are third party certified. We recognize the following certification schemes as credible: Sustainable Forestry Initiative (SFI), Forest Stewardship Council (FSC), Canadian Standards Association (CSA), Pan-European Forestry Certification (PEFC), and the American Tree Farm System (ATFS). School Specialty has been pursuing energy efficient upgrades at all of our facilities including environmental improvements in lighting mechanical systems (including boilers, HVAC, motors), programmable thermostats and lighting controls. Temperatures in all of our buildings have been seasonally adjusted: Office - Occupied Hours: 68 degrees. Unoccupied Hours: 60 degrees. Warehouse - Occupied Hours: 57 degrees. Unoccupied Hours: 57 degrees. Air Conditioning (office only): Occupied Hours: 76 degrees. Unoccupied Hours: 82 degrees. Merchandising - School Specialty's entire Merchandising Team (VP, Directors, Category Managers, and Merchandise Managers) is focused on working with suppliers to improve our products and the impact on the environment. Every supplier is required to provide information on their products/company, including: Green Seal certification, Recycled product and content of material, Certification of wood sourcing, Participation in Leadership and Energy & Environmental Design. This information is utilized to make Approved Supplier/Approved Item decisions on an everyday basis.

Describe what percentage of your offering is environmentally preferable and what are your company's plans to improve this offering.

N/A

Additional Information

Describe any/all features, advantages and benefits of your organization that you feel will provide additional value and benefit to a participating AEPA agency.

School Specialty, LLC has an extensive depth and breadth of products and resources available in multiple categories that will be available under this contract. In addition, we offer Subject Matter Expertise on-staff, PD, a blog with relevant educational

content, on-demand webinars, teaching resources, learning environment design services and project management, all to round out our offering. Please reference the attachment named Cover Letter & Flyers – School Specialty, LLC for more information.

If applicable, describe your company’s ability to integrate into other ecommerce sites:

Include details about your company’s ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).

Provide detail on where your company has integrated with a public agency’s ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, “go live” date, net sales per calendar year since “go live”, and percentage of agency sales being processed through this connection.

School Specialty has received \$117M in electronic transactions through the trailing 12 months and is integrated with over 1,100 customers electronically. Here are some of the software providers School Specialty has built integrations with across many customers: Peoplesoft, Oracle, SAP, Skyward, Equal Level, Escape, Infinite Visions, Munis, ESM eSchool Mall, Alio, Smart, Power School Business Plus and eFinance Plus and Spendbridge. Here are some of the customers School Specialty has integrated with using the Ariba cXML standard: Chicago Public Schools, Chicago IL• Live since 2003• \$6.2M in cXML sales transactions the last 12 months (77% of total sales), Dallas Public Schools, Dallas TX• Live since 2014• \$1.3M in cXML sales transactions the last 12 months (59% of total sales), BALTIMORE CITY• Live since 2010• \$2.5M in cXML sales transactions the last 12 months (83% of total sales). Here are some of the customers School Specialty has integrated with using the OCI (SAP) standard: Houston Independent School District, Houston TX 2011• Live since 2011• \$2.7M in OCI sales transactions the last 12 months (58% of total sales), Minneapolis Public Schools, Minneapolis MN• Live since 2011• \$713K in OCI sales transactions the last 12 months (84% of total sales).

Disclosures

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. New York City Public Schools	Andrea Black	Chief Administrator	718-935-2027	ARBlack@schools.nyc.gov
2. School District of Philadelphia	Stephen Zook	Procurement Manager	215-400-5378	szook@philasd.org
3. Chicago Public Schools	Charles E. Mayfield	Interim Chief Procurement Officer	773-553-2901	cemayfield@cps.eud
4. Fort Worth Independent School District	Nellie Lucano	Interim Executive Director of Purchasing	817-814-2216	Nellie.Lucano@fwisd.org

5. Washoe County School District	Gretchen Seiders	Buyer I	775-348-0200	Gretchen.Seiders@washoeschools.net
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Service Questionnaire

The following chart indicates which AEPA Member States intend to participate in this solicitation category. Respond to Yes/No and choice questions by using an (X). **Note: A Respondent must be willing and able to deliver the proposed products and/or services to 90% of the participating AEPA Member States.**

AEPA Member States	Participating in this category.	In which states has this company sold products/services in the past 3 years? (Place an X where applicable)	If awarded, which states does this company propose to sell in? (Place an X where applicable)	Indicate which states this company has sales reps, distributors or dealers in. (Place an X where applicable)
California	Yes	X	X	X
Colorado	Yes	X	X	X
Connecticut	Yes	X		X
Florida	Yes	X	X	X
Georgia	Yes	X	X	X
Illinois	Yes	X	X	X
Indiana	Yes	X	X	X
Iowa	Yes	X	X	X
Kansas	Yes	X	X	X
Kentucky	Yes	X	X	X
Massachusetts	Yes	X	X	X
Michigan	Yes	X	X	X
Minnesota	Yes	X	X	X
Missouri	Yes	X	X	X
Montana	Yes	X	X	
Nebraska	Yes	X	X	X
New Jersey	No	X	X	X
New Mexico	Yes	X	X	X
North Dakota	Yes	X	X	
Ohio	Yes	X	X	X
Oregon	Yes	X	X	X
Pennsylvania	Yes	X	X	X
South Carolina	Yes	X	X	X
Texas	Yes	X	X	X
Virginia	Undecided	X	X	X
Washington	Yes	X		X
West Virginia	Yes	X	X	
Wisconsin	Yes	X	X	X
Wyoming	Yes	X	X	

e-Commerce: Does this business have an e-commerce website? _____ **No** x **Yes**
 If YES, what is the website? www.schoolspecialty.com

Customer and Support Service: It is understood depending on the type, kind and level of products and/or services being proposed in response to this solicitation will impact and determine the type and level of services required and these are identified in Part B Specifications of this solicitation.

Does this business have online customer support options?	_____	No	<u> x </u>	Yes
Does this business have a toll-free customers support phone option?	_____	No	<u> x </u>	Yes
Does this business offer local customer and support service options?	_____	No	<u> x </u>	Yes

State your normal delivery time (in days) and any options for expediting delivery.

Please allow 3-5 business days for items shipping parcel (Fedex Ground) from one of our distribution centers. Items and orders shipping via freight truck from our distribution centers may take up to one week. Delivery times for items shipping direct from our manufacturers are variable. Most items ship within 2-4 weeks. This includes classroom and office furniture and equipment. Please contact School Specialty at 888-388-3224 and we would be happy to contact our manufacturer for an estimated shipment date. Through our network of strategically located distribution centers and our partnership with national and local carriers we can ship orders quickly to our customers. We can provide real-time tracking for orders through our website or customers may contact our customer care department at 888-388-3224.

State your backorder policy. Do you fill the order when available, or cancel the order and require participating agencies to reorder if items are backordered?

We fill the order when available unless the end user elects to receive split shipments. We do not partially cancel or cancel entire orders without consent from the end user. When notified of backorders, we offer the end user the option of split shipping their orders (ship the items that are available and the back order items when they are produced). We'll make every effort to minimize or waive additional shipping costs. However, back order items occur minimally, overwhelmingly we ship complete orders.

Describe your company's payment terms as well as any quick pay discounts.

School Specialty's payment terms are NET 30 days. We do not offer quick pay discounts.

State your company's return policy and any applicable State restocking fees.

Under our customer-friendly return policy, unused merchandise with which a customer is not completely satisfied may be returned in its original packaging within 30 days. School Specialty pays return shipping for returns due to our error; the customer pays return shipping for items returned for any other reason. Depending on the manufacturer's policies, the customer may be charged a restocking fee for furniture or equipment returns; all other items are subject to a 15 percent restocking fee. Custom orders may not be returned. Our standard policy is that we accept returns within 30 days of receipt as described above and that we do not normally accept returns after 30 days. However, we may accept a return after 30 days if a customer has experienced an extreme or unique hardship or circumstances.

Describe any special program that your company offers that will improve customers' ability to access products, on-time delivery, or other innovative strategies.

When you shop SchoolSpecialty.com you'll not only save time and money, you'll also enjoy the many advantages of our online shopping experience. Find everything in one place. All our best-in-class brands. No need to search catalogs. See contracted pricing. Just log in to view your discounted prices. Manage every aspect of your account. From tracking orders at every step to managing approvals and budgets, we put the controls in your hands. Track orders, access all your invoices, and more through our online dashboard. Share shopping lists with your staff to streamline ordering. Create an approval workflow that aligns to your purchasing needs. Add multiple buyers and assign them roles. Gain more accurate ordering by seeing item numbers clearly displayed. Know the status of any back-ordered item in real time. Receive your products faster – online orders ship faster than faxed orders. See your discounts automatically reflected in onscreen pricing. Avoid PO-invoice mismatches. Manage budgets with ease. Set up approval workflows, ensuring no orders are processed without your approval. Compare up to 4 similar items quickly to make the best choice based on price, brand, dimension, material, certification and more.

Pricing

Is your pricing methodology guaranteed for the term of the contract? _____ **No** x **Yes**

Will you offer customized price lists to participating entities as encouraged per the pricing terms of Part A?	_____	_____
	No	Yes
Will you offer hot list pricing (optional) as described in the pricing terms of Part A?	_____	_____
	No	Yes
Will you offer volume price discounts as described in the pricing terms of Part A?	_____	_____
	No	Yes

Competitiveness: In order for your response to be considered, your company must offer AEPA prices that are equal to or lower than those normally offered to individual entities or cooperatives with equal or lower volume.

Is the pricing that is proposed to AEPA equal to or lower than pricing your company offers to individual entities or cooperatives with equal to or lower volume?	_____	_____
	No	Yes

Indicate which of the following apply and the **level of competitive range** you are offering in response to this solicitation.

_____ Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.
 _____ Pricing is LESS THAN individual customer and/or cooperatives. Lower by _____%

Cooperative Contracts: Does your business currently have contracts with other cooperatives (local, regional, state, national)?	_____	_____
	No	Yes

If YES, identify which cooperative and the respective expiration date(s).
 School Specialty participates in Local, Regional, State & National 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)?
 We lead with the contract the customer requests School Specialty to use. However, if no contract is requested, we will review with the end user the advantages of using AEPA for their School and Instructional Supply purchasing.

Administrative Fee: Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. Mark with an "X".	
x	The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling, administrative fee and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency.
	The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs are added to the adjusted AEPA Member Agency's price.
	The pricing for the products and/or services includes ALL (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.

Leasing: Do your business offer leasing arrangements under this solicitation? _____ **No** _____ **Yes**
 If Yes, please indicate how the rate factor is determined and other cost factors below.
 N/A

If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:

Responsibilities	Yes , indicate with an "X"	No , indicate with an "X"
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1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the AEPA contract.	x	
2. Train and educate sales staff on what the AEPA contract is: including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.	x	
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The marketing plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.	x	
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.	x	
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, the Vendor Partner is required to submit a \$0 report to the AEPA Member Agency.	x	
6. Have ongoing communication with the Category Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.	x	
7. Attend two (2) AEPA meetings each year (see Part A)	x	
8. Participate in national and local conference trade shows to promote the AEPA contracts including, but not limited to the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).	x	
9. Increase sales over the term of the contract with all participating AEPA Member Agencies.	x	

Exceptions

Instructions:

1. Mark “No” or “Yes” with an “X” below.
2. If “yes” is marked with an “X” below, insert answers into the form shown below, providing narrative explanations of exceptions. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Exceptions to local, state or federal laws cannot be accepted under this solicitation.

x	No , this respondent does not have exceptions to the Terms and Conditions incorporated in Parts A and B of this IFB.
	Yes , this respondent has the following exceptions to the Terms and Conditions incorporated in Parts A and/or B of this solicitation.

IFB Section and Page Number	Outline Number	Term and Condition	Exception

Deviations

Instructions:

1. Mark "No" or "Yes" with an "X" below.
2. If "yes" is marked with an "X" below, insert answers into the form shown below, providing narrative explanations of deviations. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Deviations to local, state, or federal laws cannot be accepted under this solicitation.

	No , this respondent does not have deviations (exceptions or alternates) to the specifications listed in Part B of this solicitation.
x	Yes , this respondent has the following deviations to the specifications listed in Part B of this solicitation.

Outline Number Part B	Specification (describe)	Details of Deviation
8. Shipping 8.1.1	Orders that are \$100.00 or more shall include standard shipping in the total price. Vendor Partner shall bid a flat rate for all orders that are less than \$100.00 regardless of where to be shipped in the continental United States.	<p>Prefix 5 Items: \$5 Minimum or 15% charge based on NET subtotal</p> <p>Prefix 9 Items: \$9.95 minimum or free over \$49 based on NET subtotal</p> <p>Prefix 6 Items: Free Freight</p> <p>Shipping may be charged on curriculum, live specimens (Prefix L), hazardous material (Prefix H) and non-discountable items.</p>
9. Pricing – i. Discounts	Discount offers must clearly identify percent of discount to apply to a commercially available catalog, manufacturer, MSRP, retail or nationally published price lists. Bidders shall identify and stipulate if the discounts apply to the entire catalog/price list, specific product lines, manufacturers and/or categories of products. Bidder shall agree that there will be no reduction in discount(s) during the term of the contract.	<p>All catalogs may contain a limited number of items that are listed as "Net Price" and not eligible for any discounts. These items are indicated by an "N" or "LN" prefix in the item number. Also excluded is any catalog or item(s) that bears notation "no other discounts apply" or customized products.</p> <p>School Specialty typically produces digital catalogs at the beginning of a calendar year. Due to fluctuating supply chain issues and other challenges, School Specialty's online digital catalogs do not reflect the most currently offered pricing. To view current pricing, please visit our website at www.schoolspecialty.com. Our website is updated on a regular basis and contains the most relevant information.</p>



Association of Educational
PURCHASING AGENCIES

Part E – Signature Forms

AEPA 023-D

School & Instructional Supplies

Instructions

Contained herein are forms that **require a signature** from an authorized person at your company. All items found within this document are **mandatory**. Failure to sign the required areas, sections, or signature lines will allow AEPA to consider your company's proposal as **non-responsive**.

To submit the required signed forms, follow these steps:

1. Read the documents in their entirety.
2. Complete all forms and sign when required.
3. Return the forms and pages in their correct order and scan one (1) single PDF format titled "Part E – Signature Forms – Name of Bidding Company" (i.e. one PDF document for all signature forms).
4. Submit Part E, along with other required documents in Public Purchase.

*Note, a bid checklist has been provided to review with your submission.

The following sections will need to be completed prior to submission as **one (1), single PDF** titled "Part E – Signature Forms – Name of Bidding Company".

Uniform Guidance "EDGAR" Certification Form – ***signature required**

Bid Affidavit – ***signature required**

Acceptance of Bid & Contract Award – ***signature required**

Uniform Guidance "EDGAR" Certification Form 2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the "Uniform Guidance" or new "EDGAR". All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent's willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent's authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, AEPA will consider and may list the response, as the Respondents are unable to comply. A "No" response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in AEPA's terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA's terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent's return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency's purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency's purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency's provision shall control.

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Respondent is required to pay wages

to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determination made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent's acceptance of wage determination.

Respondent further agrees that it 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 title 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 AEPD 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).

13. Governing Law; Forum Selection.

Respondent acknowledges and agrees that any legal action or proceeding in which the Association of Educational Purchasing Agencies, Inc. ("AEPA"), is a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the Commonwealth of Kentucky, and must be brought and determined in the state courts of the Commonwealth of Kentucky in Warren County, Kentucky, or the United States Western District of Kentucky (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

Respondent further acknowledges and agrees that any legal action or proceeding in which a party includes a participating agency, but does not include AEPA as a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the state in which the participating agency is domiciled, and must be brought and determined in the state in which the participating agency is domiciled (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

By initialing the table (1-13) and signing below, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	Respondent Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	Yes	KB
2. Termination for Cause of Convenience	Yes	KB
3. Equal Employment Opportunity	Yes	KB
4. Davis-Bacon Act	Yes	KB
5. Contract Work Hours and Safety Standards Act	Yes	KB
6. Right to Inventions Made Under a Contract or Agreement	Yes	KB
7. Clean Air Act and Federal Water Pollution Control Act	Yes	KB
8. Debarment and Suspension	Yes	KB
9. Byrd Anti-Lobbying Amendment	Yes	KB
10. Procurement of Recovered Materials	Yes	KB
11. Profit as a Separate Element of Price	Yes	KB
12. General Compliance with Participating Agencies	Yes	KB
13. Governing Law; Forum Selection.	Yes	KB

School Specialty, LLC

Name of Business



Signature of Authorized Representative

Kevin Baehler

Printed Name

9/12/2022

Date

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the **Member Agency**, or any employee thereof, or any person, business or corporation under contract with the **Member Agency** whereby the Respondent, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the **Member Agency**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

Kevin Baehler

Authorized Representative (Please print or type)

W6316 Design Drive

Mailing Address

EVP-CFO

Title (Please print or type)

Greenville, WI 54942

City, State, Zip



Signature of Authorized Representative

9/12/2022

Date



Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name: School Specialty, LLC; Date: 9/12/2022; Address: W6316 Design Drive; City, State Zip: Greenville, WI 54942; Contact Person: Greg Harbaugh; Title: VP - Business Development; Authorized Signature: [Handwritten Signature]; Title: EVP-CFO; Email: bidnotices@schoolspecialty.com; Phone: 888-388-3224

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2024 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency _____

Authorized Representative _____

Awarded this day of Contract Number
Contract to commence (Member Agency to select) 3/1/2023 Or



Part F.1 – Catalog Discount for Items in a Commercially Available Catalog

AEPA #023-D School & Instructional Supplies

Bidding Company Name:

School Specialty, LLC

Name of Catalog:

(This must be the catalog in effect as of the bid date)

Education Essentials: The Big Book

Note: Groupings to be defined by Bidder and can be by sub-category, manufacturer, etc.

Part F.1 is a REQUIRED FORM

No.	Grouping of Discount	Discount Offered for This Grouping	Comments
1	A/V TECHNOLOGY	14%	
2	ADHESIVES	35%	
3	ART EQUIPMENT	14%	
4	ART SUPPLIES	35%	
5	BUSINESS EQUIPMENT_AV	14%	
6	BUSINESS MACHINES	35%	
7	CAFETERIA	14%	
8	DAILY LIVING AIDS	35%	
9	DOCUMENT STORAGE	35%	
10	EARLY LEARNING	35%	
11	EARLY LEARNING ENVIRONMENTS	14%	
12	ELECTRONIC ACCESSORIES	35%	
13	FACILITIES AND GROUNDS	14%	
14	FOSS/DELTA	35%	
15	JANITORIAL/BREAKROOM SUPPLIES	35%	
16	LITERATURE_IS	35%	
17	MATH_IS	35%	
18	MEDIA CENTER	14%	
19	OFFICE FURNITURE	14%	
20	OFFICE/CLASSROOM SUPPLIES	35%	
21	PAPER	35%	
22	PHYSICAL EDUCATION	35%	
23	PRESENTATION	14%	
24	READING_IS	35%	
25	RESOURCES_IS	35%	
26	SAFETY-FURNITURE	14%	
27	SAFETY-SUPPLIES	35%	
28	SCIENCE CATEGORY	35%	
29	SCIENCE EDUCATION	35%	
30	SCIENCE FURNITURE	14%	
31	SPECIAL NEEDS	35%	
32	STORAGE	14%	
33	STUDENT WORKSTATIONS	14%	
34	WRITING	35%	



Part F.1 – Catalog Discount for Items in a Commercially Available Catalog

AEPA #023-D School & Instructional Supplies

Bidding Company Name:

School Specialty, LLC

Name of Catalog:

(This must be the catalog in effect as of the bid date)

Sax Arts & Crafts

Note: Groupings to be defined by Bidder and can be by sub-category, manufacturer, etc.

Part F.1 is a REQUIRED FORM

No.	Grouping of Discount	Discount Offered for This Grouping	Comments
1	A/V TECHNOLOGY	14%	
2	ADHESIVES	35%	
3	ART EQUIPMENT	14%	
4	ART SUPPLIES	35%	
5	CAREER TECHNICAL EDUCATION	35%	
6	DOCUMENT STORAGE	35%	
7	EARLY LEARNING	35%	
8	EARLY LEARNING ENVIRONMENTS	14%	
9	FACILITIES AND GROUNDS	14%	
10	JANITORIAL/BREAKROOM SUPPLIES	35%	
11	OFFICE/CLASSROOM SUPPLIES	35%	
12	PAPER	35%	
13	PHYSICAL EDUCATION	35%	
14	PRESENTATION	14%	
15	RESOURCES IS	35%	
16	SCIENCE EDUCATION	35%	
17	SCIENCE FURNITURE	14%	
18	STORAGE	14%	
19	STUDENT WORKSTATIONS	14%	
20	WRITING	35%	



Part F.1 – Catalog Discount for Items in a Commercially Available Catalog

AEPA #023-D School & Instructional Supplies

Bidding Company Name:

School Specialty, LLC

Name of Catalog:

(This must be the catalog in effect as of the bid date)

Physical Education: Health & Wellness

Note: Groupings to be defined by Bidder and can be by sub-category, manufacturer, etc.

Part F.1 is a REQUIRED FORM

No.	Grouping of Discount	Discount Offered for This Grouping	Comments
1	A/V TECHNOLOGY	14%	
2	ART SUPPLIES	35%	
3	EARLY LEARNING	35%	
4	EARLY LEARNING ENVIRONMENTS	14%	
5	ELECTRONIC ACCESSORIES	35%	
6	FACILITIES AND GROUNDS	14%	
7	JANITORIAL/BREAKROOM SUPPLIES	35%	
8	OFFICE FURNITURE	14%	
9	OFFICE/CLASSROOM SUPPLIES	35%	
10	PHYSICAL EDUCATION	35%	
11	PRESENTATION	14%	
12	RESOURCES IS	35%	
13	SAFETY-FURNITURE	14%	
14	SAFETY-SUPPLIES	35%	
15	SPECIAL NEEDS	35%	
16	STUDENT WORKSTATIONS	14%	
17	WRITING	35%	



Part F.1 – Catalog Discount for Items in a Commercially Available Catalog

AEPA #023-D School & Instructional Supplies

Bidding Company Name:

School Specialty, LLC

Name of Catalog:

(This must be the catalog in effect as of the bid date)

K-12 Science

Note: Groupings to be defined by Bidder and can be by sub-category, manufacturer, etc.

Part F.1 is a REQUIRED FORM

No.	Grouping of Discount	Discount Offered for This Grouping	Comments
1	A/V TECHNOLOGY	14%	
2	ADHESIVES	35%	
3	ART SUPPLIES	35%	
4	CAREER TECHNICAL EDUCATION	35%	
5	DAILY LIVING AIDS	35%	
6	EARLY LEARNING	35%	
7	EARLY LEARNING ENVIRONMENTS	14%	
8	ELECTRONIC ACCESSORIES	35%	
9	FACILITIES AND GROUNDS	14%	
10	FOSS/DELTA	35%	
11	JANITORIAL/BREAKROOM SUPPLIES	35%	
12	LITERATURE_IS	35%	
13	MATH_IS	35%	
14	OFFICE/CLASSROOM SUPPLIES	35%	
15	PAPER	35%	
16	PHYSICAL EDUCATION	35%	
17	PRESENTATION	14%	
18	RESOURCES_IS	35%	
19	SAFETY-FURNITURE	14%	
20	SAFETY-SUPPLIES	35%	
21	SCIENCE CATEGORY	35%	
22	SCIENCE EDUCATION	35%	
23	SCIENCE FURNITURE	14%	
24	SPECIAL NEEDS	35%	
25	STORAGE	14%	
26	STUDENT WORKSTATIONS	14%	
27	WRITING	35%	



Part F.1 – Catalog Discount for Items in a Commercially Available Catalog

AEPA #023-D School & Instructional Supplies

Bidding Company Name:

School Specialty, LLC

Name of Catalog:

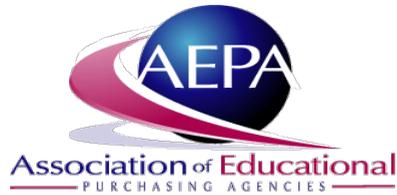
(This must be the catalog in effect as of the bid date)

Special Needs & Education

Note: Groupings to be defined by Bidder and can be by sub-category, manufacturer, etc.

Part F.1 is a REQUIRED FORM

No.	Grouping of Discount	Discount Offered for This Grouping	Comments
1	A/V TECHNOLOGY	14%	
2	ADHESIVES	35%	
3	ART SUPPLIES	35%	
4	CAREER TECHNICAL EDUCATION	35%	
5	DAILY LIVING AIDS	35%	
6	EARLY LEARNING	35%	
7	EARLY LEARNING ENVIRONMENTS	14%	
8	ELECTRONIC ACCESSORIES	35%	
9	FACILITIES AND GROUNDS	14%	
10	JANITORIAL/BREAKROOM SUPPLIES	35%	
11	LITERATURE_IS	35%	
12	MATH_IS	35%	
13	MEDIA CENTER	14%	
14	OFFICE FURNITURE	14%	
15	OFFICE/CLASSROOM SUPPLIES	35%	
16	PAPER	35%	
17	PHYSICAL EDUCATION	35%	
18	READING_IS	35%	
19	RESOURCES_IS	35%	
20	SCIENCE EDUCATION	35%	
21	SPECIAL NEEDS	35%	
22	STUDENT WORKSTATIONS	14%	
23	WRITING	35%	



Part F.1 – Catalog Discount for Items in a Commercially Available Catalog

AEPA #023-D School & Instructional Supplies

Bidding Company Name:

School Specialty, LLC

Name of Catalog:

(This must be the catalog in effect as of the bid date)

Early Childhood

Note: Groupings to be defined by Bidder and can be by sub-category, manufacturer, etc.

Part F.1 is a REQUIRED FORM

No.	Grouping of Discount	Discount Offered for This Grouping	Comments
1	A/V TECHNOLOGY	14%	
2	ADHESIVES	35%	
3	ART EQUIPMENT	14%	
4	ART SUPPLIES	35%	
5	DAILY LIVING AIDS	35%	
6	DOCUMENT STORAGE	35%	
7	EARLY LEARNING	35%	
8	EARLY LEARNING ENVIRONMENTS	14%	
9	FACILITIES AND GROUNDS	14%	
10	JANITORIAL/BREAKROOM SUPPLIES	35%	
11	LITERATURE_IS	35%	
12	MATH_IS	35%	
13	OFFICE/CLASSROOM SUPPLIES	35%	
14	PAPER	35%	
15	PHYSICAL EDUCATION	35%	
16	READING_IS	35%	
17	RESOURCES_IS	35%	
18	SAFETY-FURNITURE	14%	
19	SCIENCE CATEGORY	35%	
20	SCIENCE EDUCATION	35%	
21	SPECIAL NEEDS	35%	
22	STUDENT WORKSTATIONS	14%	



Part F.1 – Catalog Discount for Items in a Commercially Available Catalog

AEPA #023-D School & Instructional Supplies

Bidding Company Name:

School Specialty, LLC

Name of Catalog:

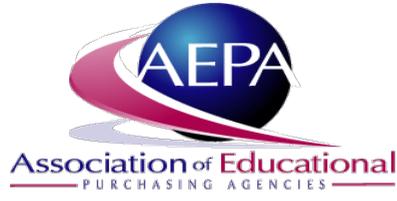
(This must be the catalog in effect as of the bid date)

Learning Environments: Furniture & Equipment

Note: Groupings to be defined by Bidder and can be by sub-category, manufacturer, etc.

Part F.1 is a REQUIRED FORM

No.	Grouping of Discount	Discount Offered for This Grouping	Comments
1	A/V TECHNOLOGY	14%	
2	ART EQUIPMENT	14%	
3	ART SUPPLIES	35%	
4	BUSINESS EQUIPMENT_AV	14%	
5	CAFETERIA	14%	
6	EARLY LEARNING	35%	
7	EARLY LEARNING ENVIRONMENTS	14%	
8	ELECTRONIC ACCESSORIES	35%	
9	FACILITIES AND GROUNDS	14%	
10	JANITORIAL/BREAKROOM SUPPLIES	35%	
11	MEDIA CENTER	14%	
12	OFFICE FURNITURE	14%	
13	OFFICE/CLASSROOM SUPPLIES	35%	
14	PAPER	35%	
15	PRESENTATION	14%	
16	SAFETY-FURNITURE	14%	
17	SAFETY-SUPPLIES	35%	
18	SCIENCE FURNITURE	14%	
19	SPECIAL NEEDS	35%	
20	STORAGE	14%	
21	STUDENT WORKSTATIONS	14%	
22	WRITING	35%	



Part F.1 – Catalog Discount for Items in a Commercially Available Catalog

AEPA #023-D School & Instructional Supplies

Bidding Company Name:
Name of Catalog:
 (This must be the catalog in effect as of the bid date)

School Specialty, LLC

Curriculum

Note: Groupings to be defined by Bidder and can be by sub-category, manufacturer, etc.

Part F.1 is a REQUIRED FORM

No.	Grouping of Discount	Discount Offered for This Grouping	Comments
1	EPS	0-34%	Some EPS items are non-discountable.
2	Supplies	35%	
3	Instructional Solutions	35%	
4	Triumph Learning	0%	Triumph items are non-discountable.



Cooperative Marketing

In partnership with AEPA state agencies, School Specialty, LLC will seek to inform members of the wide range of products available to them through SSL and the benefits of purchasing through the Association of Educational Purchasing Agencies (AEPA). School Specialty personnel will work with respective AEPA Member Agencies to enhance and improve our current relationship. This plan will consist of, but not be limited to, the points outlined in this marketing document.

School Specialty Marketing/Business Development personnel will work closely with respective AEPA Member Agencies to:

- i Provide monthly co-branded marketing material to the agencies that can be utilized to send to their members.
- i Establish benchmarks and outline objectives for marketing performance where applicable and with the full participation of the designated AEPA agency.
- i Establish a detailed and aggressive plan crafted by the School Specialty Contracts, Co-ops & Strategic Agreements team and a representative from the participating agency.
- i Quarterly Review and refinement of sales goals and marketing initiatives to better serve the needs of both entities when necessary.

Target Audience:

- i Current School Specialty, LLC customers who are also AEPA members.
- i School districts or organizations targeted for AEPA member acquisition by both School Specialty Sales and the supporting AEPA agency.

Goals:

- i To increase School Specialty product awareness and increase revenue within the various categories offered under contract among current AEPA members.
- i To secure new AEPA members where appropriate.

Strategies and Tactics:

- i School Specialty Business Development personnel will work with various AEPA Member Agencies on comprehensive sales strategies and plans as the two parties agree. School Specialty Marketing personnel may also provide:
 - o AEPA specific sell sheet with room for the logo of the designated AEPA Member Agency.
 - o AEPA specific web landing page (www.schoolspecialty.com/aeпа-co-op).
 - o Co-branded Vendor & product spotlight
 - o Relevant content and educational insight provided by our on-staff Subject Matter Experts when requested.

****Example Marketing Piece****



Association of Educational
PURCHASING AGENCIES

School & Instructional Supplies
Contract #IFB019-E

Furniture
Contract #IFB022-A



Save on thousands of products with your AEPA contracts.

AEPA is your source for contract savings on thousands of educational supplies from crayons to curriculums — as well as over 60 furniture manufacturers. Buy through our AEPA contracts and enjoy all these advantages:

- 35% off list price on supply items
- 14% off list price on individual furniture items. And a NEW MSRP tiered discount structure for large quantity purchases, renovations and new school build projects.
- Free shipping on parcel shipped items over \$49 (pricing policy 9)
- Free shipping on non-parcel furniture shipped items (pricing policy 6)*

*For other non-parcel shipped items (pricing policy 5) a \$9.95 minimum or 15% of the net subtotal of the items will apply.

Your savings source for exclusive brands.

Every educational product you buy through your AEPA contracts is curated especially for educators by School Specialty, the provider whose exclusive brands are trusted by 90% of school districts in America.



ART



SUPPLIES



SCIENCE
STEM/STEAM



PHYSICAL EDUCATION



LEARNING
ENVIRONMENTS



SPECIAL NEEDS



EARLY CHILDHOOD



HEALTH & SAFETY

Added value items to make a great contract even better.



Online Ordering

Receive a 1% rebate on all supplies and furniture orders placed ONLINE. Start earning your rebate after \$7,500 of online supplies and furniture purchases. District rebates are calculated from January 1st through December 31st and are paid to the purchasing district the following year.*



Instruction and Intervention products at net price

We offer products from our EPS[®], Coach[®], and Delta[®] proprietary lines through the AEPA contract at net price (no additional discounts and standard shipping rates apply).



Deep discounts on essential classroom items

Save on a selection of high-usage classroom products across multiple categories such as Art, Physical Education, Science, and Special Needs. This list provides deeper discounts to help you restock your school or classroom.

*The rebate is calculated on the net invoice amount of product only, less shipping and other charges.

AEPA FURNITURE MSRP CONTRACT (IFB022-A)

School Specialty offers tiered discounts off MSRP price for school environment items from over 60 quality furniture vendors. We also offer design and project management FREE on this contract through our Projects by Design services.

Visit SchoolSpecialty.com/projects-by-design to find out more.

Supplier	Discounts off MSRP					
	\$0-\$1,000	\$1,001-\$5,000	\$5,001-\$15,000	\$15,001-\$100,000	\$100,001-\$250,000	\$250,001+
AIS Systems, Caseload & Tables	63%	65%	67%	69%	75%	75%
AIS Divi Fast Track	67%	69%	71%	72%	78%	78%
AIS Seating	45%	47%	47%	49%	50%	53%
Bretford	1%	1%	4%	8%	13%	13%
Brodart	40%	42%	44%	46%	48%	48%
Carpets for Kids	20%	20%	20%	22%	25%	27%
CEF	24%	24%	24%	24%	26%	27%
Childcraft	66%	66%	68%	68%	71%	71%
Children's Factory	10%	10%	10%	10%	12%	14%
Classroom Select	66%	66%	68%	68%	71%	71%
Copernicus	23%	25%	28%	31%	34%	34%
Diversified Woodcrafts	50%	50%	50%	50%	50%	55%
Draper	1%	1%	4%	6%	13%	13%
Dukane	31%	33%	36%	39%	42%	42%
EKO	35%	35%	35%	35%	37%	38%
Eurotech	35%	37%	39%	42%	45%	45%
Everlast Climbing	2%	2%	2%	2%	4%	4%
Field Controls	54%	54%	55%	56%	56%	57%
Fire King	36%	38%	41%	43%	46%	46%
Flagship Carpets	18%	19%	20%	21%	22%	30%
Fleetwood	20%	20%	20%	22%	30%	30%
Fomcore	43%	43%	43%	43%	44%	45%
Foundations Worldwide INC	2%	2%	2%	2%	2%	2%
Ghent	31%	33%	35%	37%	39%	40%
Global	35%	35%	35%	35%	42%	42%
Global - Office to Go	38%	40%	43%	45%	48%	48%
Haskell	31%	33%	36%	39%	42%	42%
High Point	40%	40%	41%	44%	46%	46%
Hon	33%	35%	38%	40%	43%	43%
Interior Concepts	36%	38%	40%	43%	45%	45%
Ironwood	37%	39%	42%	44%	47%	47%
Jaypro Sports	1%	1%	1%	1%	1%	1%
KFI Studio	41%	42%	43%	44%	45%	45%
Luxor	34%	35%	36%	37%	38%	39%
Martin Yale Industries	1%	3%	4%	5%	6%	8%
Media Technologies	40%	40%	40%	40%	48%	49%
Mien	16%	16%	16%	16%	16%	16%

Supplier	Discounts off MSRP					
	\$0-\$1,000	\$1,001-\$5,000	\$5,001-\$15,000	\$15,001-\$100,000	\$100,001-\$250,000	\$250,001+
Monaco LLS	10%	11%	12%	13%	15%	16%
Mooreco - Balt - Best Rite	36%	36%	37%	42%	43%	43%
Mooreco - Vanerum	32%	32%	32%	32%	34%	35%
Mooreco - Soft Seating	32%	32%	32%	32%	34%	35%
National Recreation Systems	1%	1%	1%	1%	1%	1%
National Public Seating/Oklahoma Sound	35%	35%	35%	38%	41%	41%
OFM	50%	50%	52%	54%	56%	56%
Palmer Hamilton	35%	36%	37%	37%	38%	39%
Paragon Furniture INC	36%	36%	36%	36%	38%	39%
Paragon IND	8%	9%	10%	12%	13%	14%
Perpetual	40%	42%	44%	46%	49%	49%
Plymod - Foldcraft	39%	39%	39%	39%	41%	42%
Republic Storage	26%	26%	26%	28%	31%	32%
Safco	39%	39%	39%	39%	45%	45%
Sandusky Lee	45%	45%	45%	45%	47%	47%
School Specialty F& E Catalog	14%	14%	14%	14%	14%	14%
Screenflex	1%	1%	1%	1%	1%	1%
Securitech Group INC	14%	17%	19%	21%	23%	25%
Sedia Systems	23%	25%	27%	29%	31%	33%
Skutt Ceramic Products	8%	9%	10%	12%	13%	14%
Sico	24%	24%	24%	24%	26%	27%
Stevens Industries	14%	17%	19%	21%	23%	25%
Stevens Industries - Tot Mate	6%	8%	11%	13%	16%	18%
Tenjam	23%	25%	28%	32%	34%	35%
Tesco	26%	26%	26%	28%	31%	33%
Ubtech Robotics Corp	1%	1%	1%	1%	1%	1%
Ultraplay/Ultrasite/Playcore	2%	2%	2%	2%	2%	2%
Waddell	31%	33%	35%	37%	39%	40%
WB Mfg.	58%	58%	58%	58%	59%	60%
ZK Teco	30%	30%	30%	30%	30%	30%



All products are priced FOB within the continental US (free freight). Shipments to Alaska, Hawaii and Territories and Outlying areas are prepaid to the port of exportation. Additional freight from US port to final destination will be applied as actual charges. Delivered pricing provides for dock/tailgate delivery. Installation: Standard installation to be quoted and cost will not exceed 15% of the order total. Prevailing Wage/Union installation to be quoted and cost will not exceed 28% of the order total.



projects by design

Project Design & Installation Services:
Our No-Charge Projects by Design services allow you to focus on serving students.

To find out more about the AEPA contract or School Specialty products, please visit SchoolSpecialty.com/aepe-co-op or contact your local School Specialty sales representative:

	A	B	C	D	E	F
1	CATEGORY	ITEM NUMBER	DESCRIPTION		CUSTOMER COST	NATIONAL CONTRACT PRICE
2	ART 2022					
3		2000919	PD CUSTOMER SPECIFIED ART PROFESSIONAL DEVELOPMENT (3 HRS OF PD)	SSL tailored Professional Development solutions up to 30 participants Included: Training Material up to 30 participants Facilities, Audio and Video provided by School	\$2099 + TRAVEL	\$1679 + TRAVEL
4		2000918	PD CUSTOMER SPECIFIED ART PROFESSIONAL DEVELOPMENT (6 HRS OF PD)	SSL tailored Professional Development solutions up to 30 participants Included: Training Material up to 30 participants Facilities, Audio and Video provided by School	\$2799 + TRAVEL	\$2239 + TRAVEL
5		2000917	PD EXTRA PARTICIPANT FEE (ART)		\$59	\$59
6		2000920	PD WEB TRAINING CUSTOMER SPECIFIED (1 HR OF PD)	One time log in for small group	\$525	\$420
7		Varies by Course	PD WEBINAR 45-60 minutes	Individual log in for multiple access	\$89	\$71
8		2000793	PD TRAVEL (SAX)	Typical Travel per trainer cost is as follows:	\$1200 A day and \$200 every day consecutive day afterwards.	
9						
10						
11	EC 2022					
12		2002532	PD CUSTOMER SPECIFIED EC PD (3 HRS OF PD)	SSL tailored Professional Development solutions up to 30 participants Included: Training Material up to 30 participants Facilities, Audio and Video provided by School	\$2099 + TRAVEL	\$1679 + TRAVEL
13		2002531	PD CUSTOMER SPECIFIED EC PD (6 HRS OF PD)	SSL tailored Professional Development solutions up to 30 participants Included: Training Material up to 30 participants Facilities, Audio and Video provided by School	\$2799 + TRAVEL	\$2239 + TRAVEL
14		2002530	PD EXTRA PARTICIPANT FEE (EC)		\$59	\$59
15		2002533	PD WEB CUSTOMER SPECIFIED EC TRAINING (1 HR PD)	One Time log in for small group	\$525	\$420
16		Varies by Course	PD WEBINAR 45-60 minutes	Individual log in for multiple access	\$89	\$71
17		2000824	PD TRAVEL CHILDCRAFT	Typical Travel per trainer cost is as follows:	\$1200 A day and \$200 every day consecutive day afterwards.	
18						
19	PE 2022					
20			ITEM NUMBERS ARE ASSIGNED TO SPECIFIC WORKSHOPS	Verify with Christine before using		
21		2002590	PD CUSTOMER PE PD (3 HRS OF PD)	SSL tailored Professional Development solutions up to 30 participants Included: Training Material up to 30 participants Facilities, Audio and Video provided by School	\$2099 + TRAVEL	\$1679 + TRAVEL
22		2002591	PD CUSTOMER SPECIFIED PE PD (6 HRS OF PD)	SSL tailored Professional Development solutions up to 30 participants Included: Training Material up to 30 participants Facilities, Audio and Video provided by School	\$2799 + TRAVEL	\$2239 + TRAVEL
23		2005154	PD EXTRA PARTICIPANT FEE (PE)		\$59	\$59
24		2002592	PD WEB TRAINING CUSTOMER SPECIFIED (1 HR OF PD)	One Time log in for small group	\$525	\$420
25		Varies by Course	PD WEBINAR 45-60 minutes	Individual log in for multiple access	\$89	\$71
26		2012967	PE TRAVEL	Typical Travel per trainer cost is as follows:	\$1200 A day and \$200 every day consecutive day afterwards.	
27						
28	Special Needs 2022					
29		2002534	PD CUSTOMER SN PD (3 HRS OF PD)	SSL tailored Professional Development solutions up to 30 participants Included: Training Material up to 30 participants Facilities, Audio and Video provided by School	\$2099 + TRAVEL	\$1679 + TRAVEL
30		2002536	PD CUSTOMER SPECIFIED SN PD (6 HRS OF PD)	SSL tailored Professional Development solutions up to 30 participants Included: Training Material up to 30 participants Facilities, Audio and Video provided by School	\$2799 + TRAVEL	\$2239 + TRAVEL
31		2002535	PD EXTRA PARTICIPANT FEE (SN)		\$59	\$59
32		2002537	PD WEB TRAINING CUSTOMER SPECIFIED (1 HR OF PD)	One time log in for small group	\$525	\$420
33		Varies by course	PD WEBINAR 45-60 minutes	Individual log in for multiple access	\$89	\$71
34		1612106	SN TRAVEL	Typical Travel per trainer cost is as follows:	\$1200 A day and \$200 every day consecutive day afterwards.	
35						
36	STEM 2022					
37		2002541	PD CUSTOMER STEM PD (3 HRS OF PD)	SSL tailored Professional Development solutions up to 30 participants Included: Training Material up to 30 participants Facilities, Audio and Video provided by School	\$2099 + TRAVEL	\$1679 + TRAVEL
38		2002540	PD CUSTOMER SPECIFIED STEM PD (6 HRS OF PD)	SSL tailored Professional Development solutions up to 30 participants Included: Training Material up to 30 participants Facilities, Audio and Video provided by School	\$2799 + TRAVEL	\$2239 + TRAVEL
39		2002543	PD EXTRA PARTICIPANT FEE (SN)		\$59	\$59
40		2002544	PD WEB TRAINING CUSTOMER SPECIFIED (1 HR OF PD)	One time log in for small group	\$525	\$420
41		Varies by course	PD WEBINAR 45-60 minutes	Individual log in for multiple access	\$89	\$71
42		2000851	STEM TRAVEL	Typical Travel per trainer cost is as follows:	\$1200 A day and \$200 every day consecutive day afterwards.	
43						



Pending Litigation:

- Tunnel IP LLC vs. School Specialty, LLC, U.S. District Court for the Northern District of Ohio, Case No. 1:22-cv-00888. This lawsuit alleges that School Specialty is infringing on Tunnel IP's U.S. Patent No 7,916,877 with its Califone branded product, the PA920 Power Pro Portable PA. This lawsuit was filed on May 27, 2022, and is currently ongoing.
- Joanna M. Mankowski vs. School Specialty, Inc. et al. Madison County Third Judicial Circuit Court, Illinois, Case # 18L702, March 06, 2019. This claim is for wrongful death related to exposure to asbestos. The plaintiff has sued a broad category of defendants. School Specialty has responded to interrogatories but has not received a response to from plaintiff regarding how the alleged exposure occurred. This lawsuit is in the discovery stage, and the trial date has been postponed multiple times.
- Virco Mfg. Corporation v. School Specialty, Inc., U.S. District Court for the District of Delaware, Case No. 1:20-cv-906-LPS. On July 2, 2020, Virco Mfg. Corporation ("Virco") filed a lawsuit against School Specialty for patent infringement. The lawsuit primarily alleges that School Specialty is infringing on Virco's U.S. Patent Nos. 7,147,284 and 10,537,180 by manufacturing, selling, offering for sale, using, and/or importing certain products, namely the Classroom Select Inspo Rocker (including the 14 Inch, 16 Inch, 20 Inch, A+ and Chrome Frame models), the Classroom Select Inspo Floor Rocker (including the A+ Shell, A Shell, B Shell, and C Shell models), and the Classroom Select NeoClass Floor Rocker (including the A+ Shell, A Shell, B Shell, and C Shell models). This lawsuit is currently ongoing and in discovery.



Recommendation for New Contracts AEPA 023-D School & Instructional Supplies

Solicitations received that were rejected PRIOR to Category Committee evaluation with cause for rejection:

American Eagle-No Part F Pricing Schedule; **Fun & Function**-No Part F Pricing Schedule; **hand2mind**-No Part F Pricing Schedule; **Imagination Station**-No Part D Questionnaire or Part F Pricing Schedule

Solicitations received that were rejected DURING Category Committee evaluation with cause for rejection:

BLUUM-Technology focused products are not a match for this category
Really Good Stuff-Incomplete response & inconsistencies in submitted documents (Parts D and F); online search for products resulted in many "item not found" results; exceptions not clearly identified in Part D or attachment

Methodology Used by the Committee for Determination:

- Low responsive and responsible Respondent(s) based on the attached price tabulation.
- Low responsive and responsible Respondents(s) based on the attached market basket study tabulation.
- Responsive and responsible Respondent based on specialty offerings or value.

Vendor(s) recommended with reason for recommendation:

Blick Art Materials-unique offering of art supplies from unique manufacturers
Flaghouse-unique offering of adaptive learning products
Just Right Reader-unique offering of decodable books
Lakeshore Learning Materials-unique offering of proprietary early childhood products
Quill-low responsive and responsible Respondent; lowest on 43% of randomly selected items; additionally, Respondent is able to offer products from 2,950 unique manufacturers and products not available through the other low Respondent, such as items used in trade, tech, and vocational programs like pre-engineering, pre-medicine, family & consumer science and agriculture.
School Specialty-low responsive and responsible Respondent; lowest on 57% of randomly selected items

The below responses listed deviations and/or exceptions :

Blick Art Materials, Lakeshore Learning, Quill, Really Good Stuff, School Specialty.

Proposed Motion:

The Category Committee recommends that AEPA reject the responses from:
BLUUM and Really Good Stuff.

Proposed Motion:

The Category Committee recommends the following responses for approval by AEPA:
Blick Art Materials, Flaghouse, Just Right Reader, Lakeshore Learning, Quill, and School Specialty

Committee Members

Committee Chair - Name & Signature:

Steve Griggs-MO 

Committee Member: Cara Hart-CT

Committee Member: Andrew Pickens-TX

Committee Member: Tina Smith-KS



Acceptance of Solicitation & Contract

Association of Educational
PURCHASING AGENCIES

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

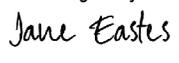
PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	<u>Blick Art Materials LLC</u>	Date	<u>9/7/22</u>
Address	<u>PO Box 1267</u>	City, State Zip	<u>Galesburg, IL 61402</u>
Contact Person	<u>Heather Havens</u>	Title	<u>Director of Institutional Sales</u>
Authorized Signature		Title	<u>Director of Institutional Sales</u>
Email	<u>contracts@dickblick.com</u>	Phone	<u>800-704-7744</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2024 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency	<u>Cooperative Purchasing Connection</u>		
Authorized Representative	<small>DocuSigned by:</small>  <small>6D9BB132BB3040A...</small>	Jane Eastes	Executive Deputy Director
Awarded this	<u>23rd</u>	day of	<u>February, 2023</u>
Contract to commence (Member Agency to select)			<u>Contract Number 023-D</u>
		<u>3/1/2023</u>	<u>Or</u>



Acceptance of Solicitation & Contract

Association of Educational
PURCHASING AGENCIES

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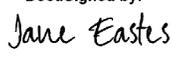
PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	<u>Blick Art Materials LLC</u>	Date	<u>9/7/22</u>
Address	<u>PO Box 1267</u>	City, State Zip	<u>Galesburg, IL 61402</u>
Contact Person	<u>Heather Havens</u>	Title	<u>Director of Institutional Sales</u>
Authorized Signature		Title	<u>Director of Institutional Sales</u>
Email	<u>contracts@dickblick.com</u>	Phone	<u>800-704-7744</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2024 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency	<u>North Dakota Educators Service Cooperative (NDESC)</u>		
Authorized Representative	<small>DocuSigned by:</small>  <small>6D9BB132BB3040A...</small>	Jane Eastes	Executive Deputy Director
Awarded this	<u>23rd</u>	day of <u>February, 2023</u>	Contract Number <u>023-D</u>
Contract to commence (Member Agency to select)		<u>3/1/2023</u>	Or



Association of Educational
PURCHASING AGENCIES

Acceptance of Solicitation & Contract

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PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	<u>Flaghouse Inc</u>	Date	<u>08/12/2022</u>
Address	<u>601 Rt 46 West</u>	City, State Zip	<u>Hasbrouck Heights NJ 07604</u>
Contact Person	<u>Daniel Ficca</u>	Title	<u>Contract Manager</u>
Authorized Signature	<u><i>Daniel Ficca</i></u>	Title	<u>Contract Manager</u>
Email	<u>dficca@flaghouse.com</u>	Phone	<u>800-265-6900 ext 4765</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2024 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency Cooperative Purchasing Connection

Authorized Representative Jane Eastes Jane Eastes Executive Deputy Director
6D9BB132BB3040A...

Awarded this 24th day of February, 2023 Contract Number 023-D
Contract to commence (Member Agency to select) 3/1/2023 Or



Association of Educational
PURCHASING AGENCIES

Acceptance of Solicitation & Contract

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Business Name	<u>Flaghouse Inc</u>	Date	<u>08/12/2022</u>
Address	<u>601 Rt 46 West</u>	City, State Zip	<u>Hasbrouck Heights NJ 07604</u>
Contact Person	<u>Daniel Ficca</u>	Title	<u>Contract Manager</u>
Authorized Signature	<u><i>Daniel Ficca</i></u>	Title	<u>Contract Manager</u>
Email	<u>dficca@flaghouse.com</u>	Phone	<u>800-265-6900 ext 4765</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2024 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency North Dakota Educators Service Cooperative (NDESC)

Authorized Representative *Jane Eastes* Jane Eastes Executive Deputy Director
DocuSigned by: 6D9BB132BB3040A...

Awarded this 24th day of February, 2023 Contract Number 023-D
 Contract to commence 3/1/2023 Or
 (Member Agency to select)



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.

Business Name	<u>School Specialty, LLC</u>	Date	<u>9/12/2022</u>
Address	<u>W6316 Design Drive</u>	City, State Zip	<u>Greenville, WI 54942</u>
Contact Person	<u>Greg Harbaugh</u>	Title	<u>VP - Business Development</u>
Authorized Signature		Title	<u>EVP-CFO</u>
Email	<u>bidnotices@schoolspecialty.com</u>	Phone	<u>888-388-3224</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2024 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency Cooperative Purchasing Connection

Authorized Representative DocuSigned by:
Jane Eastes
6D9BB132BB3040A... Jane Eastes Executive Deputy Director

Awarded this 23rd **day of** February, 2023 **Contract Number** 023-D

Contract to commence
(Member Agency to select) 3/1/2023 **Or**



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.

Business Name	<u>School Specialty, LLC</u>	Date	<u>9/12/2022</u>
Address	<u>W6316 Design Drive</u>	City, State Zip	<u>Greenville, WI 54942</u>
Contact Person	<u>Greg Harbaugh</u>	Title	<u>VP - Business Development</u>
Authorized Signature		Title	<u>EVP-CFO</u>
Email	<u>bidnotices@schoolspecialty.com</u>	Phone	<u>888-388-3224</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2024 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency North Dakota Educators Service Cooperative (NDESC)

Authorized Representative Jane Eastes Jane Eastes Executive Deputy Director
DocuSigned by: 6D9BB132BB3040A...

Awarded this 23rd **day of** February, 2023 **Contract Number** 023-D

Contract to commence (Member Agency to select) 3/1/2023 **Or**