REQUEST FOR PROPOSAL FOR PERFORMANCE BASED SOLUTIONS & ENTERTAINMENT SYSTEMS

EDUCATION SERVICE CENTER, REGION 10

400 E Spring Valley Rd Richardson, TX 75081 Telephone: (972) 348-1110



Publication date 11/15/2019

Product or service Performance Based Solutions & Entertainment Systems

RFP # EQ-111519-05

Proposal due date 01/17/2020 by 2:00 P.M. Central Time

Proposal submittal location https://region10.bonfirehub.com/portal/?tab=login

Principle contract officer Ms. Sue Hayes

Chief Financial Officer

Public opening location Region 10 ESC

Rockwall Room

400 East Spring Valley Rd. Richardson, TX 75081

Education Service Center, Region 10 ("Region 10 ESC") is seeking proposals for the procurement of Performance Based Solutions & Entertainment Systems. Responses will be accepted by Education Service Center, Region 10 until 01/17/2020 by 2:00 P.M. All times are Central Time.

In general, Coop members will reference this RFP when purchasing from the vendor. Region 10 ESC will not charge a fee to public agencies for participation in the purchasing coop.

Faxed responses will not be considered. By submitting a response, responder certifies to the best of his/her knowledge that all information is true and correct. All proposals must be submitted electronically as directed in the Bonfire procurement application. Scanned submissions are acceptable where PDF files are requested.

Responses should be submitted on the forms provided. Only responses received by the date and time specified will be considered. PRICE, QUALITY, AND SUITABILITY: It is not the policy of Region 10 ESC to purchase services solely on the basis of low price alone; quality and suitability to purpose are taken into consideration. Term discount, if any, must be indicated on Deviation Statement & Signature Page and will be considered.

The Region 10 ESC Board of Directors may approve awarding of this proposal to one or more vendors. The Board of Directors also reserves the right to reject all proposals if it determines in its sole discretion that a reasonable basis exists for doing so. Consideration for an exclusive award to a single national supplier will

competitive range.		

be given for vendors who respond with value that separates the vendor from other respondents within the





LEAD AGENCY AGREEMENT

The purpose of Region 10 ESC soliciting this Request for Proposal is to create a Lead Agency Agreement for Performance Based Solutions & Entertainment Systems for use by public agencies supported under this contract. Region 10 ESC, as the Lead Agency, as defined in Attachment A, has come together with the Equalis Group to make the resultant contract (also known as the "Lead Agency Agreement") from this Request for Proposal available to other public agencies not only locally, but also nationally, including county, city, state, special district, local government, school district, private K-12 school, higher education institution, other government agency or non-profit organization ("Public Agencies"), for the public benefit through the Equalis Group's cooperative purchasing program. Region 10 ESC will serve as the contracting agency for any other Public Agency that elects to access the resulting Lead Agency Agreement.

Access to the Lead Agency Agreement by any Public Agency must be preceded by its registration with Equalis Group as a Participating Public Agency in Equalis Group's cooperative purchasing program. Attachment A contains additional information on Equalis Group and the cooperative purchasing program. Equalis Group provides marketing and administrative support for the awarded vendor ("Supplier") that promotes the successful vendors' products and services to the Participating Public Agencies nationwide.

Participating Public Agencies benefit from pricing based on aggregate spending and the convenience of a contract that has already been advertised and competitively awarded. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to multiple competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the Equalis Group documents (Attachment A).

OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

Signature belaw certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open

Records Policy below:

We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trode secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

Authorized Signature & Title

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A. INTRODUCTION

I. Background on Region 10 Education Service Center

Region 10 Education Service Center ("Region 10 ESC" herein "Lead Agency") on behalf of itself and, potentially, all state, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein "Public Agencies") solicits proposals from qualified Respondents to enter into a Vendor Contract ("contract") for the goods or services solicited in this invitation.

Contracts are approved and awarded by a single governmental entity, Region 10 ESC, and are only available for use and benefit of all entities complying with their respective state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities).

II. What is the role of Equalis Group

Equalis Group assists Region 10 ESC in helping other public agencies and non-profits reap the benefits of national leveraged pricing, with no cost to the participating member. Equalis Group leverages one of the largest pools of purchasing potential. This is accomplished by competitively soliciting proposals and awarding contracts for commonly purchased products and services.

III. Purpose of Region 10 ESC

The mission of Region 10 is to be a trusted, student-focused partner that serves the learning community through responsive, innovative educational solutions. It is Region 10's intent to:

- Provide governmental and public entities opportunities for greater efficiency and economy in procuring goods and services.
- Take advantage of state-of-the-art purchasing procedures to ensure the most competitive contracts.
- Provide competitive price and bulk purchasing for multiple government or public agencies that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Help in assisting customers with use of best business practices.

IV. Customer Service

- Region 10 ESC is dedicated to making its contracts successful for both its members and its awarded vendors.
- Region 10 ESC is committed to providing its members and awarded vendors with high quality service
- Region 10 ESC has dedicated staff available to answer questions, offer guidance and help in any way possible.

B. SCOPE

It is the intention of Region 10 ESC to establish a contract with vendor(s) for Performance Based Solutions & Entertainment Systems. Awarded vendor(s) shall perform covered services under the terms of this agreement. See appendix B and C for more detailed scope and pricing requirements.

C. KEY DEFINITIONS

Days: means calendar days.

Lead agency: means Region 10 in its capacity as the government entity advertising, soliciting, evaluating and awarding the contract.

Procurement: means buying, purchasing, renting, leasing or otherwise acquiring any materials, services or construction. Procurement also includes all functions that pertain to the obtaining of any material, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

Responsive Respondent: means a person, company, firm, corporation, partnership or other organization who submits a proposal which conforms in all material respects to the invitation for bids or request for proposals.

Solicitation: means an invitation for bids, a request for technical offers, a request for proposals, a request for quotations or any other solicitation or request by which we invite a person to participate in a procurement.

Specifications: means any description of physical or functional characteristics, or of the nature of a material, service or construction of item. Specifications may include a description or any requirement for inspecting, testing or preparing a material, service or construction item for delivery.

Vendor: means any provider or seller of goods and/or services that has a contractual relationship with Equalis Group or Region 10 ESC.

D. GENERAL TERMS AND INSTRUCTIONS TO RESPONDENTS

SUBMISSION FORMAT AND COMMUNICATION

It is the responsibility of the vendor to make certain that the company submitting a proposal, along with appropriate contact information, is on file with Region 10 ESC for the purpose of receiving addenda.

I. Response Submission: All proposals must be submitted electronically as directed in the Bonfire procurement application. Scanned submissions are acceptable where PDF files are requested.

Responses will remain sealed by the Bonfire procurement application until the bid opening time specified. Responses received outside the Bonfire procurement application will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise. Proposal may be rejected for failure to comply with the requirements set forth in this invitation.

Region 10 ESC reserves the right to cancel solicitation, reject any or all proposals, to accept any proposal deemed most advantageous to the participants in Region 10 ESC and to waive any informality in the proposal process. Participating agency or entity also reserves the right to cancel solicitation and reject any or all proposals if it is advantageous to the school district.

Deviations from any terms, conditions and/or specifications must be conspicuously noted in writing by the Respondent and shall be included with the response. (See Appendix D).

II. **Proposal Format:** The electronic narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested.

Include a copy of the portion of the RFP document that you are responding to prior to your tabulated response in each section. This means that all pages prior to the Appendices must be included before Tab 1. Tabs should be used to separate the response into sections. The following items identified must be included behind the tabs listed below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

Binder Tabs

Tab 1 — Entire Vendor Contract and Signature Form (Appendix A)

- General T&C Acceptance Form (Appendix D)
- Attachment A Exceptions Form (Attachment A, 1st Page)
- Tab 2 Questionnaire (Appendix E)
- Tab 3 Company Profile (Appendix F)
- Tab 4 Product / Services (Appendix B)
- Tab 5 Pricing (Appendix C)
 - Attachment B Price List
- Tab 6 Value Add (Appendix G)
- Tab 7 Certificates (Appendix I)
- Tab 8 Supplementary Catalogs and Consumer Information (may be in a separate binder) (Appendix J)
- Tab 9 Required Documents
 - Additional Required Documents (Appendix H)
- III. Time for receiving proposals: Proposals received prior to the submittal deadline will be kept secure and unopened. No proposals received after the submittal time and deadline will be considered. Late proposals will be returned to sender unopened.
- IV. Inquiries and/or discrepancies: Questions regarding this solicitation must be submitted in the Bonfire procurement application. All questions and answers will be posted to the Bonfire procurement application. Respondents are responsible for viewing the Bonfire procurement application to review all questions and answers prior to submitting proposals. Please note that oral communications concerning this RFP shall not be binding and shall in no way excuse the responsive Respondent of the obligations set forth in this invitation.
- V. Restricted and Prohibited Communications with Region 10 ESC and Equalis Group: During the period between the date Region 10 ESC issues this RFP and the selection of the vendor who is awarded a contract by Region 10 ESC, if any, Respondents shall restrict all contact with Region 10 ESC and Equalis Group, and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the Bonfire procurement application in the specified manner. Do not contact members of the Board of Directors, other employees of Region 10 ESC, any of Region 10 ESC's agents or administrators or Equalis

Group employees. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Respondent.

The communications prohibition shall terminate when the contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and a contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall be re-imposed. Additionally, during the time period between the award by the Board of Directors and the execution of the contract, Respondents shall not engage in any prohibited communications as described in this section.

Prohibited communications include direct contact, discussion, or promotion of any Respondent's response with any member of Region 10 ESC's Board of Directors or employees except for communications with Region 10 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Respondents, to assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding a particular invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

- Communications between a potential vendor, service provider, Respondent, offeror, lobbyist or consultant and any member of Region 10 ESC's Board of Directors;
- Communications between any director and any member of a selection or evaluation committee; and
- Communications between any director and administrator or employee.
- The communications prohibition shall not apply to the following:
 - Communications with Region 10 ESC's purchasing agent specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 10 ESC, with Region 10 ESC's legal counsel; and
 - Presentations made to the Board of Directors during any duly noticed public meeting at which the solicitation is under consideration and the Vendor has been invited to present to the Board.
- Nothing contained herein shall prohibit any person or entity from publicly addressing Region 10
 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable
 Board policies, on a matter other than this RFP, or in connection with a presentation requested by
 Region 10 ESC's representatives.
- Communication with any employee of Equalis Group

VI. **Addenda:** If required, will be issued by Region 10 ESC to all those known to have registered and downloaded a complete set of Proposal documents from the Bonfire procurement application. The vendor shall acknowledge on the Signature Form the number of addenda received.

VII. Calendar of events (subject to change):

<u>Event</u>	<u>Date:</u>
Issue RFP	11/15/2019
Deadline for receipt of questions via email	01/08/2019
Issue Addendum/a (if required)	01/08/2019
Proposal Due Date	01/17/2020
Approval from Region 10 ESC	02/19/2020

CONDITIONS OF SUBMITTING PROPOSALS

- VIII. **Amendment of Proposal:** A proposal may be amended up to the time of opening by amending the proposal submitted in the Bonfire procurement application.
- IX. Withdrawal of proposals: Withdrawal of proposals prior to the opening date will be permitted. Withdrawal of proposal will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal. However, consideration may be given in cases where Respondent advises that it made a clerical error that is substantially lower than it intended. In such case, Respondent must provide written notice of their desire to withdraw, along with supporting documents, within three (3) business days of receiving the acceptance letter. Any contracts entered into prior to Region 10 ESC receiving notice must be honored.

No Respondent should assume that their withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

- X. Clarifications: Region 10 ESC may, by written request, ask a Respondent for additional information or clarification after review of the proposals received for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give Respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. Region 10 ESC will not assist Respondent in bringing its proposal up to the level of other proposals through discussions. Region 10 ESC will not indicate to Respondent a cost or price that it must meet to either obtain further consideration nor will it provide any information about other Respondents' proposals or prices.
- XI. **Best and Final Offer:** Region 10 ESC, in its sole discretion, may request all Offerors in the competitive range to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior offer will be considered to be its Best and Final Offer.
- XII. **Specifications:** When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Respondent must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, Region 10 ESC specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members.
 - References to manufacturer's specifications (Design Guides), when used by Region 10 ESC, are to be considered informative to give the Respondent information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 10 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Respondents should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.
- XIII. **Quality of Materials or Services:** Respondent shall state the brand name and number of the materials being provided. If none is indicated then it is understood that the Respondent is quoting on the exact brand name and number specified or mentioned in the solicitation.

- However, unless specifically stated otherwise and in accordance with purchasing laws and regulations, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.
- XIV. Samples: Upon request, samples shall be furnished to Region 10 ESC free of cost within seven (7) days after receiving notice of such request. By submitting the proposal Respondent certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Respondent agrees to bear the costs for laboratory testing, if results show that the sample does not comply with solicitation requirements. Submissions may be rejected for failing to submit samples as requested.
- XV. Deviations and Exceptions: Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 10 ESC to award a manufacturer's complete line of products, when possible.
- XVI. Change Orders: The awarded vendor shall follow the requirements of all specifications and drawings as closely as construction will permit. Should existing conditions or limitations require a major change or rearrangement, the change shall be allowed only upon issuance by Region 10 ESC of a written change order. Participating agency and awarded vendor shall establish a procedure for identifying and approving changes to the work. Procedure shall include provisions for field change orders. Change orders shall be properly documented in writing.
- XVII. Manufacturer's Representative: Respondents submitting proposals as a manufacturer's representative shall be able to supplement offer with a letter from the manufacturer certifying that Respondent is an actual dealer for that manufacturer and that the Respondent is authorized to submit a proposal for that product, and which guarantees that if the Respondent should fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume the Respondent's obligations or arrange for fulfillment through another competent dealer to complete the balance of the project.
- XVIII. Formation of Contract: A response to this solicitation is an <u>offer</u> to contract with Region 10 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation <u>does not become a contract until it is awarded by Region 10 ESC</u>. A contract is formed when Region 10 ESC's board or designee signs the Vendor Contract Signature Form. The prospective vendor must submit a signed Vendor Signature Form with the response, thus eliminating the need for a formal signing process.
- XIX. Estimated Quantities: Region 10 ESC anticipates that a substantial number of participating members will enter into contracts resulting from this solicitation; however, Region 10 ESC makes no guarantee or commitment of any kind concerning quantities or usage of contracts resulting from this solicitation. The annual volume for this contract is <u>estimated</u> to be over \$5 million annually by year three (3) of the contract. This information is provided solely as an aid to contract vendors in preparing proposals only, and performance will be determined by other factors such as awarded supplier's competitiveness, and overall performance and support of the contract. The successful Vendor(s) discount and pricing schedule shall apply regardless of the volume of business under the contract.
- XX. Multiple Awards: Membership includes a large number of potential entities which may utilize this contract throughout the nation. In order to assure that any ensuing contract(s) will allow Region 10 ESC to fulfill current and future needs, Region 10 ESC reserves the right to award contract(s) to multiple vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with Region 10 ESC.
- XXI. **Non-Exclusive:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience and benefit of participating members. Region 10 ESC and participating entities reserve the right to obtain like goods and services from other sources.

AWARD PROCESS

XXII. Award or rejection of proposals: In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the responsive and responsible Respondent(s) whose proposal(s) is/are determined to be the lowest cost and most responsible to participating agencies, price and other factors considered. Region 10 ESC reserves the right to use a "Market Basket Survey" method, based on randomly selected criteria to determine the most responsible response. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document. Proposals that are materially non-responsive will be rejected and Region 10 ESC will provide notice of rejection to the Respondent.

XXIII. Evaluation Process: In evaluating the responses the following predetermined criteria is considered:

Products/Pricing (40 Points)

- All products and services available
- 2. Pricing for all available products and services
- 3. Pricing for warranties on all products and services
- 4. Ability of Customers to verify that they received contract pricing
- 5. Payment methods
- 6. Other factors relevant to this section as submitted by the Respondent

Performance Capability (30 Points)

- 1. Ability to deliver products and services nationally
- 2. Response to emergency orders and maintenance/repair requests
- 3. Shipping charges
- 4. History of meeting delivery, installation, and maintenance timelines
- 5. Ability to meet service and warranty needs of members
- 6. Customer service/problem resolution
- 7. Invoicing process
- 8. Contract implementation/Customer transition
- 9. Financial condition of vendor
- 10. Website ease of use, availability, and capabilities related to ordering, returns and reporting
- 11. Respondent's safety record
- 12. Instructional materials
- 13. Other factors relevant to this section as submitted by the Respondent

Qualification and Experience (20 Points)

- 1. Respondent reputation in the marketplace
- 2. Reputation of products and services in the marketplace
- 3. Past relationship with Region 10 ESC and/or Region 10 ESC members
- 4. Experience and qualification of key employees
- 5. Location and number of salespersons who will work on this contract
- 6. Past experience working with the government sector
- 7. Exhibited understanding of cooperative purchasing
- 8. Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
- 9. Minimum of 3 customer references relating to the products and services within this RFP
- 10. Certifications in the Industry
- 11. Company profile and capabilities
- 12. Other factors relevant to this section as submitted by the Respondent

Value Add (10 Points)

- Marketing plan and capability
- 2. Sales force training
- 3. Other factors relevant to this section as submitted by the Respondent
- XXIV. **Competitive Range**: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- XXV. **Evaluation:** A committee will review and evaluate all responses and make a recommendation for award of contract(s). The recommendation for contract awards will be based on the predetermined criteria factors outlined in this solicitation, where each factor is assigned a point value based on its importance. Recommendation for award of a contract will be presented to the Region 10 ESC board of directors for final approval.
- XXVI. Past Performance: A vendor's performance and actions under previously awarded contracts regarding a vendor's actions under previously awarded contracts to schools, local, state, or federal agencies are relevant in determining whether or not the vendor is likely to provide quality goods and services to our members; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Respondent's businesslike concern for the interests of the customer.
- XXVII. Taxes (State of AZ Respondents only): All applicable taxes in the offer will be considered by the School District/public entity when determining the lowest proposal or evaluating proposals, except when a responsive Respondent which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Respondents in state and out of state, shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.

PROTEST OF NON-AWARD

- XXVIII. **Protest Procedure:** Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. No protest shall lie for a claim that the selected Vendor is not a responsible Respondent. Protests shall be filed with *Ms. Sue Hayes at Region 10 ESC, 400 E Spring Valley Rd, Richardson, TX 75081*. Protests shall follow Region 10 ESC complaint policy EF(LOCAL), a copy of which is available at https://pol.tasb.org/Policy/Code/374?filter=EF, and it must be on a form provided by Region 10 ESC, which will include the following:
 - 1. Name, address and telephone number of protester
 - 2. Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - 4. Detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested
 - 5. Any protest review and action shall be considered final with no further formalities being considered.

NON-COLLUSION, EMPLOYMENT AND SERVICES

XXIX. By signing the Offer and Acceptance form or other official contract form, the Respondent certifies that:

- 1. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and
- 2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

LIMITATION OF LIABILITY

- XXX. Waiver: BY SUBMITTING A PROPOSAL, OFFER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH EQUALIS GROUP AND REGION 10 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, OR AGENTS AND THE MEMBERS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.
- XXXI. NEITHER REGION 10 ESC NOR EQUALIS GROUP SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY RESPONDENTS OR THE SELECTED VENDOR IN CONNECTION WITH RESPONDING TO THE RFP, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF A CONTRACT, OR ANY OTHER EXPENSES INCURRED BY A RESPONDENT. THE RESPONDENT OR SELECTED VENDOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 10 ESC OR EQUALIS GROUP.

Tab 1

To Include:

Entire Vendor Contract and Signature Form (Appendix A)
General T&C Acceptance Form (Appendix D)
Attachment A Exceptions Form (Attachment A, 1st Page)

Appendix A: VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Co	ontract ai	d Signature Form ("Contract") is made as of , by and betwee		
#	0	and Region 10 Education Service		
Center ("Region 10 ESC") for the purchase of Performance Based Solutions & Entertainment Systems ("the				
products and services").				

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at *Education Service*Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Agency with respect to all such purchase agreements.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

- 1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 <u>Customer Support</u>: The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

- 2.1 **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- **2.2 Automatic Renewal: One year** renewals will take place automatically unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

Scope: This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members.

<u>Compliance</u>: Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.

<u>Respondent's promise</u>: Respondent agrees all prices, terms, warranties, and benefits granted by Respondent to Members through this contract are comparable to or better than the equivalent terms offered by Respondent to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

- 4.1. <u>Respondent contract documents</u>: Region 10 ESC will review proposed Respondent contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.
- 4.2. **Form of contract**: The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible Respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a firm submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3. **Entire Agreement (Parol evidence)**: The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

- 4.4. Assignment of Contract: No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).
- 4.5. **Contract Alterations**: No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a "wet signature" by a Region 10 ESC staff member.
- 4.6. **Order of precedence**: In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:
- Special terms and conditions
- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation
- 4.8 <u>Supplemental Agreements</u>: The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, members and employees shall be made party to any claim for breach of such agreement.

ARTICLE 5- TERMINATION OF CONTRACT

- 5.1. <u>Cancellation for non-performance or contractor deficiency</u>: Region 10 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 10 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the contract;
 - ii. Providing work and/or material that was not awarded under the contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
 - v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
 - vi. Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

- 5.2 <u>Termination for cause</u>: If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- Delivery/Service failures: Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.
- 5.4 <u>Force Majeure</u>: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

5.5 <u>Standard Cancellation</u>: Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

ARTICLE 6- LICENSES

6.1 <u>Duty to keep current license</u>: Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful

provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

- 6.2 <u>Suspension or Debarment</u>: Respondent shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Respondent or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.
- 6.3 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

- 7.1 <u>Delivery</u>: Vendor shall deliver said materials purchased on this contract to the participating member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 <u>Inspection & Acceptance</u>: If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.
- 7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.
- 7.4 Shipping Instructions: Unless otherwise specified, each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, stating Vendor's name, purchase order number, quantity contained therein, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 am 4:00 pm. Deliveries at any other time (including Saturdays, Sundays and holidays) will not be accepted unless arrangements have been made in advance with the receiver at the delivery point. Vendor understands that it is their responsibility to ensure compliance with the delivery instructions outlined in this agreement.
- 7.5 <u>Additional charges</u>: Unless bought on F.O.B. "shipping point" and Vendor 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, the difference between freight or mail and express charges may be added to the invoice.
- 7.6 <u>Buyer's delays</u>: Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for which the Region 10 ESC

member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

ARTICLE 8- BILLING AND REPORTING

8.1 **Payments**: The participating entity using the contract will make payments directly to the awarded vendor.

Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

8.2 **Progress payments**: Progress payments may be made by the participating agency to the contractor on the basis of a duly certified and approved estimate of the work performed during the preceding month, if both parties agree to such a payment schedule. All progress payments must be invoiced to the participating member. It is the responsibility of the member to review and approve any estimates of work completed. If the member issues a written statement to the Respondent that the estimate of work is not approved and certified, the member may withhold an amount from the progress payment that the member reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted by applicable State law. In such cases, the Respondent agrees to hold member harmless for any deficiency payment.

The prime contractor must agree to pay any subcontractors or material vendors within seven (7) days of their receipt of the progress payment, unless otherwise agreed on in writing between the parties involved. The contractor shall pay Equalis Group progress payments in accordance with this paragraph.

At the time all bonds are in place, the prime contractor and the participating member will agree upon a schedule of payments based on identifiable milestones. Acceptance of final payment is a waiver of all claims except unsettled claims previously made in writing.

- 8.3 <u>Tax Exempt Status</u>: Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.
- 8.4 <u>Performance and Payment Bonds</u> (in applicable states): Upon execution of a contract between participating agency and prime contractor, performance and payment bonds shall be provided to the member as required by pertinent state law. The prime contractor agrees to notify the participating member in writing of this requirement before accepting any work orders. If the prime contractor fails to deliver any required performance or payment bonds, the contract with Region 10 ESC may be terminated. The contractor may be asked to supply copies of performance and payment bonds to Region 10 ESC for administrative purposes.

An irrevocable payment bond in an amount equal to 100% of the price specified in the contract between the prime contractor and the participating member shall be executed by a surety company authorized to do business in the state of the member or in the ruling jurisdiction of the member. This bond will protect all persons supplying labor and material to the prime contractor for the performance of the work provided in the contract. Such bonds are taxable at the contractor's tax rate. An irrevocable performance bond in an amount equal to 100% of the price specified in the contract between the participating member and the prime contractor shall be executed by a surety company authorized to do business in the state of the member or the ruling jurisdiction of the member.

8.5 <u>Retention</u>: When fifty (50) percent of the work is completed, one half of the amount retained shall be paid to the prime contractor if the prime contractor requests payment and if the participating member is satisfied with the progress of the work. After the work is fifty (50) percent completed, no more than five percent of the amount of any subsequent progress payments shall be retained, unless the governing board of the participating member determines satisfactory progress is not being made, at which point ten percent retention shall be reinstated.

Ten (10) percent of all contract payments shall be retained by the participating member as insurance of proper performance of the prime contractor. Participating member shall deposit retained amounts into an interest-bearing account, if required by applicable law governing the participating member. Interest earned on the retained amounts shall be paid to the prime contractor upon completion of the project, or as otherwise required by applicable governing the participating member. Prime contractor agrees to identify the amount to be retained on invoices to participating member for each progress payment.

If the participating member and the prime contractor agree to a substitute security, the prime contractor must provide participating member with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against the member.

8.6 Reporting: Vendor shall electronically provide Equalis Group with a detailed line item monthly report showing the dollar volume of all member product sales under the contract for the previous month. Reports shall be sent via e-mail to Equalis Group offices at reporting@equalisgroup.org. Reports are due on the fifteenth (15th) day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. Fields below marked as *required indicate a required field. All other fields are preferred, but not required:

	Equalis Member ID
g	Vendor Customer Number *required (or Equalis Member ID)
Dat	Customer Name *required
oer.	Customer Street Address *required
Member Data	Customer City *required
ž	Customer Zip Code *required
	Customer State *required
o o	Distributor Name
Distributor Data	Distributor ID
Ö	Distributor Street Address
but	Distributor City
stri	Distributor Zip Code
ä	Distributor State
	Product Category level 1
	Product Category level 2 (Where available or applicable)
g	Product Category level 3 (Where available or applicable)
Dat	Distributor Product Number
텋	Manufacturer Product Number
Product Data	Product Description
حَ	Product Brand Name
	Product packaging Unit of Measure level 1
	Product packaging Unit of Measure level 2

	Purchase Unit of Measure
o o	Purchase Quantity
Oat	Distributor Landed Cost Total \$ (without deviations)
ا <u>ا</u>	Distributor Landed Cost Total \$ (with mfr deviations)
Spend Data	Customer Purchase Total \$ *required
S	Admin Fee % *required
	Admin Fee \$ *required

Product packaging Unit of Measure level 3

ARTICLE 9- PRICING

- 9.1 <u>Market competitive guarantee</u>: Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.
- 9.2 <u>Price increase</u>: Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Lead Agency and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

- 9.3 <u>Additional Charges</u>: All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 <u>Price reduction and adjustment</u>: Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.
- 9.5 <u>Prevailing Wage</u>: It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 <u>Administrative Fees</u>: The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in Attachment A. <u>All pricing submitted to Region 10 ESC shall include the administrative fee to be</u> remitted to Equalis Group by the awarded vendor.

9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

ARTICLE 10- PRICING AUDIT

10.1 Audit rights: Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

ARTICLE 11- PROPOSER PRODUCT LINE REQUIREMENTS

- 11.1 <u>Current products</u>: Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 <u>Discontinued products</u>: If a product or model is discontinued by the manufacturer, Vendor 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.
- 11.3 <u>New products/Services</u>: New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.
- 11.4 **Options**: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

- 11.5 **Product line**: Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.
- 11.6 <u>Warranty conditions</u>: All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 <u>Buy American requirement</u>: (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12-SITE REQUIREMENTS

- 12.1 <u>Cleanup</u>: Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.
- 12.2 <u>Site Preparation</u>: Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.
- 12.3 <u>Registered sex offender restrictions</u>: For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.
- 12.4 <u>Safety measures</u>: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 <u>Smoking/Tobacco</u>: Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials**: Upon prior written agreement between the vendor and Member, 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 Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

12.7 <u>Maintenance Facilities and Support</u>: It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating member, Respondent must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

ARTICLE 13- MISCELENOUS

13.1 **Funding Out Clause**: Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."

13.2 <u>Disclosures</u>: Vendor affirms that he/she 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 this contract.

Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in Equalis Group.

Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

13.3 <u>Indemnity</u>: Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law

shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating members shall be in the jurisdiction of the participating agency.

- 13.4 **Franchise Tax**: Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.
- 13.5 <u>Marketing</u>: Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.
- 13.6 <u>Insurance</u>: Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.

Certificates of insurance shall be delivered to the participant prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.

Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and member.

13.7 <u>Subcontracts/Sub Contractors</u>: If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.

No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.

Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.

13.8 <u>Legal Obligations</u>: It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded

contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

- 13.9 **Boycott Certification:** Respondents hereby certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 13.10 <u>Venue</u>: All parties agree that venue for any litigation arising from this contract shall lie in Richardson, Dallas County, Texas, and that the laws of the State of Texas shall govern the rights of the parties and the validity and interpretation of any purchase order, contract, or service agreement that shall arise from and include this proposal request.

[Remainder of Page Intentionally Left Blank- Signatures follow on Signature Form]

CONTRACT SIGNATURE FORM

Prices are guaranteed: 120 days

Equalis Group Contract Number <u>EQ-11151</u>9-05A

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Company name	
Address	CLEARWING SYSTEMS INTEGRATION, LLC.
Address	11101 W. MITCHELL ST
City/State/Zip	
	MILWAUKEE WI 58214
Telephone No.	414-258-6333
Fax No.	7/1- 203-000
	414-258-7722
Email address	1 110
Printed name	mbrunglik@ clearwing. com
	MAX BRUNCLIK
Position with company	GENERAL MANAGER
Authorized signature	A
	Most Beald
Term of contractMarch 1, 2	2020 to February 28, 2023
Term of contract	10 1 cordary 20, 2025
Unless otherwise stated, ail cont	racts are for a period of three (3) years with an option to renew annually for
<u> </u>	eed to by Region 10 ESC. Vendor shall honor all administrative fees for any
sales made based on the contract	t whether renewed or not.
1.6	7.74.247
Region 10 ESC Authorized Agent	2-21.2020 Date
Rickey Williams	·
Print Name	

Appendix D: GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions: We take no exceptions/deviations to the general terms and conditions
(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)
We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:
(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

ATTACHMENT A: Requirements for Lead Agency Agreement To be administered by Equalis Group

The following exhibits are used in evaluating and administering Lead Agency Agreements and are preferred by Equalis Group. Redlined copies of the exhibits should not be submitted with the response. Should a respondent be recommended for award, these exhibits will be negotiated and executed between Equalis Group and the respondent. Respondents must select one of the following options for submitting their response and submit this page only.

X	Respondent agrees to all terms and conditions outlined in each of the following exhibits		
	Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in each of the following exhibits. Negotiations will commence after sealed bids are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.		
	Respondent has amended or redlined their proposed terms and conditions for the following exhibits in the RFP response to Region 10 ESC.		

- Equalis Group Exhibit A EQUALIS GROUP RESPONSE FOR LEAD AGENCY AGREEMENT
- Equalis Group Exhibit B EQUALIS GROUP ADMINISTRATION AGREEMENT
- Equalis Group Exhibit C EQUALIS GROUP MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT
- Equalis Group Exhibit D EQUALIS GROUP CONTRACT SALES REPORTING TEMPLATE Equalis Group

Appendix E: QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

pondent must indicate any and all states where products and ase indicate the price co-efficient for each state if it varies. 50 States & District of Columbia (Selecting this box is equal to Alabama	
Alabama Alaska Arizona Arkansas California Connecticut Delaware District of Columbia Florida Georgia Hawaii Idaho Illinois Indiana Iowa Kansas Kentucky Louisiana	Montana Nebraska Nevada New Hampshire
Alabama Alaska Arizona Arkansas California Colorado Connecticut Delaware District of Columbia Florida Georgia Hawaii Ildaho Illinois Indiana Ilowa Kansas Kentucky Louisiana	Montana Nebraska Nevada New Hampshire
Alabama Alaska Arizona Arkansas California Colorado Connecticut Delaware District of Columbia Florida Georgia Hawaii Idaho Illinois Indiana Iowa Kansas Kentucky Louisiana	Montana Nebraska Nevada New Hampshire
Alaska Arizona Arkansas California Colorado Connecticut Delaware District of Columbia Florida Georgia Hawaii Idaho Illinois Indiana Iowa Kansas Kentucky Louisiana	Nebraska Nevada New Hampshire
Arizona Arkansas California Colorado Connecticut Delaware District of Columbia Florida Georgia Hawaii Idaho Illinois Indiana Iowa Kansas Kentucky Louisiana	Nevada New Hampshire
Arkansas California Colorado Connecticut Delaware District of Columbia Florida Georgia Hawaii Idaho Illinois Indiana Iowa Kansas Kentucky Louisiana	New Hampshire
California Colorado Connecticut Delaware District of Columbia Florida Georgia Hawaii Idaho Illinois Indiana Iowa Kansas Kentucky Louisiana	
Colorado Connecticut Delaware District of Columbia Florida Georgia Hawaii Idaho Illinois Indiana Iowa Kansas Kentucky Louisiana	New Jersey
Connecticut Delaware District of Columbia Florida Georgia Hawaii Idaho Illinois Indiana Iowa Kansas Kentucky Louisiana	Tiren iciach
Delaware District of Columbia Florida Georgia Hawaii Idaho Illinois Indiana Iowa Kansas Kentucky Louisiana	New Mexico
District of Columbia Florida Georgia Hawaii Idaho Illinois Indiana Iowa Kansas Kentucky Louisiana	New York
Florida Georgia Hawaii Idaho Illinois Indiana Iowa Kansas Kentucky Louisiana	North Carolina
Georgia Hawaii Idaho Illinois Indiana Iowa Kansas Kentucky Louisiana	North Dakota
Hawaii Idaho Illinois Indiana Iowa Kansas Kentucky Louisiana]Ohio
Ildaho Illinois Indiana Ilowa Kansas Kentucky Louisiana]Oklahoma
Illinois Indiana Ilowa Kansas Kentucky Louisiana]Oregon
Indiana Indian]Pennsylvania
Iowa Kansas Kentucky Louisiana	Rhode Island
Kansas Kentucky Louisiana	South Carolina
Kentucky Louisiana	South Dakota
Louisiana	Tennessee
	Texas
Maine	Utah
_	Vermont
Maryland	Virginia
Massachusetts	Washington
Michigan	West Virginia
]Wisconsin
Mississippi]Wyoming
Missouri	

•	Do you currently have a diversity program or any diversity pa	rtners that you do	
•	If the answer is yes, do you plan to offer your program or par	tnership through E	qualis Group
	the answer is yes, attach a statement detailing the structure of ersity alliances and a copy of their certifications.)	your program, alo	Yes No ng with a list of your
•	Will the products accessible through your diversity program of	•	ffered to Equalis
	Group members at the same pricing offered by your company	y ?	☐Yes ☐No
(If an	swer is no, attach a statement detailing how pricing for particip	oants would be calc	rulated.)
3.	Diverse Vendor Certification Participation		
It is th	e policy of some entities participating in Equalis Group to involve	ve minority and wo	men business
enterp	orises (M/WBE), small and/or disadvantaged business enterprise	es, disable veterans	s business
enterp	orises, historically utilized businesses (HUB) and other diversity	recognized busines	ses in the purchase
of goo	ds and services. Respondents shall indicate below whether or r	not they hold certifi	ication in any of the
classif	ied areas and include proof of such certification with their response	onse.	
	a. Minority Women Business Enterprise		
	Respondent certifies that this firm is an MWBE	Yes No	
	List certifying agency:		_
	b. Small Business Enterprise (SBE) or Disadvantaged Busines		
	Respondent certifies that this firm is a SBE or DBE	YesNo	
	List certifying agency:		_
	c. Disabled Veterans Business Enterprise (DVBE)		
	Respondent certifies that this firm is a DVBE	Yes No	
	List certifying agency:		
	d. Historically Hadamatika d Dusin coss (HIID)		
	d. Historically Underutilized Businesses (HUB)	□Vaa □Na	
	Respondent certifies that this firm is a HUB	∐Yes ∐No	
	List certifying agency:		_
	e. Historically Underutilized Business Zone Enterprise (HUBZ	one)	
	Respondent certifies that this firm is a HUBZone	Yes No	
	List certifying agency:		_
	f. Other		
	Respondent certifies that this firm is a recognized diversity	☐Yes ☐No	
	certificate holder		

Diversity Programs

2.

List certifying agency:

Responding Company's principal place of business is in the city of ______State of ____. 5. **Felony Conviction Notice** Please check applicable box: A publicly held corporation; therefore, this reporting requirement is not applicable. Is not owned or operated by anyone who has been convicted of a felony. Is owned or operated by the following individual(s) who has/have been convicted of a felony. *If the 3rd box is checked a detailed explanation of the names and convictions must be attached. 6. **Processing Information** Company contact for: **Contract Management** Contact Person: City: _____ State: _____ Zip: _____ Phone:_______Fax: _____ Billing & Reporting/Accounts Payable Contact Person: Company: _____ City: _____ State: ____ Zip: _____ Phone:_______Fax: ______ Marketing

4.

Residency

Contact Person:

Title:			
Compar	ny:		
Address	:		
City:	State: _	Zip:	
		ax:	
7.	Manufacturer direct Authorized distributor	st describes your company's position in the of the company's position in the company's position	
8. •	product introductions at prices th	unit pricing furnished herein, the Vendor agr nat are proportionate to Contract Pricing. ent detailing how pricing for participants wou	Yes No
•	Pricing submitted includes the re (Fee calculated based on invoice _l		□Yes □No
•	Additional discounts for purchase	e of a guaranteed quantity?	☐Yes ☐No
9.	Cooperative/Group Purchasing E List all cooperative and/or goverr currently a member below.	Experience nment group purchasing organizations of whi	ch your company is
	Cooperative/GPO Name	Contract Number	Expiration Date

Tab 2

To Include:

Questionnaire (Appendix E)

Appendix E: QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

50 States & District of Columbia (Selecting this box is	s equal to checking all boxes below)
Alabama	Montana
Alaska	Nebraska
Arizona	Nevada
Arkansas	New Hampshire
California	New Jersey
Colorado	New Mexico
Connecticut	New York
Delaware	North Carolina
District of Columbia	North Dakota
Florida	Ohio
Georgia	Oklahoma
Hawaii	Oregon
Idaho	Pennsylvania
Illinois	Rhode Island
Indiana	South Carolina
lowa	South Dakota
Kansas	Tennessee
Kentucky	Texas
Louisiana	Utah
Maine	Vermont
Maryland	Virginia
Massachusetts	Washington
Michigan	West Virginia
Minnesota	Wisconsin
Mississippi	Wyoming
Missouri	
All II C. Tarritania S. Quahina Avena (Calastina this h	
All U.S. Territories & Outlying Areas (Selecting this b	
American Samoa	Northern Marina Islands
Federated States of Micronesia	Puerto Rico
Guam Midway Islands	U.S. Virgin Islands

•	Do you currently have a diversity program or any diversity pa	rtners that	you do b	
				☐Yes ☑No
•	If the answer is yes, do you plan to offer your program or par	tnership th	rough Eq	
410				☐Yes ☐No
	the answer is yes, attach a statement detailing the structure of	your progi	ram, aion	g with a list of your
aiv	ersity alliances and a copy of their certifications.)			
•	Will the products accessible through your diversity program of	or partners	hip be off	fered to Equalis
	Group members at the same pricing offered by your company	•		
		, -		Yes No
(If an	swer is no, attach a statement detailing how pricing for particip	ants would	d be calcu	ılated.)
3.	Diverse Vendor Certification Participation			
It is th	e policy of some entities participating in Equalis Group to involv	ve minority	and won	nen business
enterp	orises (M/WBE), small and/or disadvantaged business enterprise	es, disable	veterans	business
enterp	rises, historically utilized businesses (HUB) and other diversity	recognized	business	es in the purchase
of goo	ds and services. Respondents shall indicate below whether or n	ot they ho	ld certific	ation in any of the
classifi	ed areas and include proof of such certification with their response	onse.		
	a. Minority Women Business Enterprise			
	Respondent certifies that this firm is an MWBE	Yes	₩No	
	List certifying agency:			:
	b. Small Business Enterprise (SBE) or Disadvantaged Busines	_		
	Respondent certifies that this firm is a SBE or DBE	Yes	₩No	
	List certifying agency:			
	Disabled Veterana Business Enternal (DVDE)			
	c. Disabled Veterans Business Enterprise (DVBE)	□vaa	1 2561-	
	Respondent certifies that this firm is a DVBE	_	₩o	
	List certifying agency:			
	d. Historically Underutilized Businesses (HUB)			
	Respondent certifies that this firm is a HUB	□ves	₩No	
	List certifying agency:	□163	M INO	
	List certifying agency.			
	e. Historically Underutilized Business Zone Enterprise (HUBZ	one)		
	Respondent certifies that this firm is a HUBZone	Yes	XINO	
	List certifying agency:			
	f. Other			
	Respondent certifies that this firm is a recognized diversity	Yes	No	
	certificate holder		•	
	List certifying agency:			

2.

Diversity Programs

4. Residency

Responding Company's principal place of business is in the city of Milwaukee State of

5. Felony Conviction Notice	
Please check applicable box:	
A publicly held corporation; therefore, this reporting requirement is not applicable.	
Is not owned or operated by anyone who has been convicted of a felony.	
Is owned or operated by the following individual(s) who has/have been convicted of a felon *If the 3 rd box is checked a detailed explanation of the names and convictions must be attached.	у.
The 5 box is checked a detailed explanation of the names and convictions must be attached.	
6. Processing Information	
Company contact for:	
company contact for.	
Contract Management	
Call Alla	
Contact Person: Scott Allen	
Title: CO-OP Contract Managel	
Company: Clearwine Systems Integration	
Address: 3011 E. Bloadway Rd. Svite 100	
City: Phoen's State: AZ Zip: 85040	
Phone: 602-850-6333 Fax:	
Email: Sallen @ Clearwing. Com	
Billing & Reporting/Accounts Payable	
Contact Person: Monica Kerhin	
Title: Accounting Associate	
Company: Cleasing Systems Integlation Address: 11101 West Mitchell St	
city: Milwackee state: WI zip: 53214	
Phone: 414-258-6333 Fax:	
Email: Mkerhin @ clearning. Com	
- Holling - Chris	
Marketing I f	
Contact Person: Laufa Eday	
Contact I croom & book of Cilylon	

	Marketi	wing 760d		2000 11C		
	iny: <u>Clear</u> is: 3011	E. Broad w	~1	Soile 100		
	Phoenix		te: AZ	Zip: 85 7	240	
		50-6333	Fax:			
mail:	Leddy@(Clearwing, C	om			
,.	Manufac	turer direct ed distributor	Certifi	ed education/gover facturer marketing t	nment reseller	listribution channel
•	product intro	o the current type oductions at price	es that are pr	ng furnished herein, oportionate to Conti ng how pricing for po	ract Pricing.	ees to offer all future Yes No Id be calculated.)
•	-	itted includes the ed based on invo	•			▼ Yes
•	Additional di	scounts for purcl	hase of a gua	ranteed quantity?		☐Yes X No
).	List all coope	/Group Purchasion rative and/or government below.		e oup purchasing organ	nizations of whi	ch your company is
	Cooperative	GPO Name		Contract Num	ber	Expiration Date
	Omnia	Partners		R160902		9/30/2020
	Mohave	Cooperat	ive	16R-WJ	NG-0414	4/14/2020
					- ×	

Appendix F: COMPANY PROFILE

Please provide the following:

General Profile

- 1. Company's official registered name.
- 2. Brief history of your company, including the year it was established.
- 3. Company's Dun & Bradstreet (D&B) number.
- 4. Corporate office location.
- 5. List the total number of salespersons employed by your organization within the United States, broken down by market.
- 6. List the number and location of offices, or service centers for all states being proposed in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
- 7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
 - a. Sales
 - b. Sales Support
 - c. Marketing
 - d. Financial Reporting
 - e. Executive Support
- 8. Define your standard terms of payment
- 9. Who is your competition in the marketplace?
- 10. Overall annual sales for last three (3) years;
- 11. Overall public sector sales, excluding Federal Government, for last three (3) years;
- 12. What is your strategy to increase market share?
- 13. What differentiates your company from competitors?
- 14. Provide relevant information regarding your ordering process including your firm's on-line catalog/ordering website, and the ability for purchasing group members to verify they are receiving contract pricing.
- 15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).
- 16. Provide your safety record, safety rating, EMR and worker's compensation rate where available

- 17. Describe areas where downtime may occur with products and services provided, historical averages of that downtime, and how you resolve downtime issues when they do occur (For purposes of providing further clarity, examples of downtime might be a website ordering platform that goes offline, installed equipment that requires service or other products and services that can fail or go offline)
- 18. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

Marketing/Sales

- 19. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:
 - a. A co-branded press release within first 30 days
 - b. Announcement of award through any applicable social media sites
 - c. Direct mail campaigns
 - d. Co-branded collateral pieces
 - e. Advertisement of contract in regional or national publications
 - f. Participation in trade shows
 - g. Dedicated Equalis Group and Region 10 ESC internet web-based homepage with:
 - i. Equalis Group and Region 10 ESC Logo
 - ii. Link to Equalis Group and Region 10 ESC website
 - iii.Summary of contract and services offered
 - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials
- 20. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.
- 21. Explain how your company plans to market this agreement to existing government customers.
- 22. Provide a detailed 90-day plan describing how the contract will be implemented within your firm.
- 23. Describe how you intend on train your national sales force on the Region 10 ESC agreement.
- 24. Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
- 25. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

\$ in year one
\$ in year two
\$ in year three

Administration

- 26. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).
- 27. Describe the capacity of your company to report monthly sales through this agreement.
- 28. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.
- 29. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.
- 31. Please provide your company's environmental policy and/or sustainability initiative.

References

30. Provide a minimum of three (3) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

Entity Name
Contact Name and Title
City and State
Phone Number
Years Serviced
Description of Services
Annual Volume

Tab 3

To Include:

Company Profile (Appendix F)

Resumes





Please provide the following:



- 1. Clearwing Systems Integration, LLC
- 2. Brief history of your company, including the year it was established.
 Clearwing Systems Integration, LLC was formed in 2015 after many years as the construction division of Clearwing Productions. Clearwing Systems and Clearwing Productions are both owned by Gregg Brunclik who incorporated Clearwing Productions, Inc in Milwaukee, Wisconsin in 1985. In 2005, Clearwing Productions opened an Arizona office and in 2009 began the Systems department which grew into its own company. Today Clearwing Systems Integration, LLC has offices in Milwaukee, Phoenix, Denver, and San Diego and completes design, renovation and new construction projects across the United States. Staff has also grown from two full time staff in 2009 to over 30 in 2020.
- Company's Dun & Bradstreet (D&B) number.

Dun and Bradstreet # 199266482

4. Corporate office location.

11101 W Mitchell Street

Milwaukee, WI 53214

5. List the total number of salespersons employed by your organization within the United States, broken down by market.

Clearwing Systems Integration, Wisconsin 4

Clearwing Systems Integration, Arizona 7



Integration, California 1

6. location of offices, or service centers for all states being proposed in solicitation. Additionally, list the names of key contacts at each location with title,

d e-mail address.

Integration, Wisconsin

Street

Milwaukee, WI 53214

Office: 414-258-6333

Max Brunclik – General Manager, MKE mbrunclik@clearwing.com

Mike von der Linden – Technical Sales Mgr mikev@clearwing.com

Kurt Schnabel – Systems Design Engineer <u>kschnabel@clearwing.com</u>

Mik Moore – Systems Design Engineer <u>mmoore@clearwing.com</u>

Clearwing Systems Integration, Arizona

3011 E Broadway Road, Suite 100

Phoenix, AZ 85040

Office: 602-850-6333

Nick Dressler – General Manager, West ndressler@clearwing.com

Laura Eddy – Marketing Manager <u>leddy@clearwing.com</u>

Dane Horner – Technical Sales Mgr <u>dhorner@clearwing.com</u>

Jill Maurer – Systems Design Engineer jmaurer@clearwing.com

David Bauer – Systems Design Engineer dbauer@clearwing.com

(858) 345 3633 OFFICE



#300

Office: 303-232-3540

o Contract Manager <u>sallen@clearwing.com</u>

chnical Sales Manager <u>njohnson@clearwing.com</u>

ystems Design Engineer jbarnhill@clearwing.com

Clearwing Systems Integration, California

3077B Clairemont Drive #126

San Diego, CA 92117

Office: 858-345-3633

Andrew Lynch - Systems Design Engineer alynch@clearwing.com

7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:

a.	Sales	Neal Johnson	njohnson@clearwing.com
b.	Sales Support	Scott Allen	sallen@clearwing.com
c.	Marketing	Laura Eddy	leddy@clearwing.com
d.	Financial Reporting	Scott Allen	sallen@clearwing.com
e.	Executive Support	Nick Dressler	ndressler@clearwing.com

8. Define your standard terms of payment

Net30

9. Who is your competition in the marketplace?

AVDB, Sound Image, Ford AV

10. Overall annual sales for last three (3) years;

(303) 294 0144 | FAS





11. Overall public sector sales, excluding Federal Government, for last three (3) years;



12. What is your strategy to increase market share?

Clearwing is known in the industry as providing competent, educated, and customercentric service to our clients. Our reputation of integrity and straightforwardness has led to our market reach growing exponentially over the last several years. Our intention is to continue communicating our unparalleled dedication to these qualities as a means to increase our market share.

- 13. What differentiates your company from competitors?
 - Clearwing's focus is on the specific needs of our existing and potential clients. We insist on doing things the correct way and strive to bring our clients the best solution for the resources they have available. Time and time again, our clients have thanked us when advising in a different direction to ensure they are satisfied with the result.
- 14. Provide relevant information regarding your ordering process including your firm's online catalog/ordering website, and the ability for purchasing group members to verify they are receiving contract pricing.
 - Currently our ordering process is via phone and email. Purchasing group members verify pricing through our contracts' websites.
- Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).

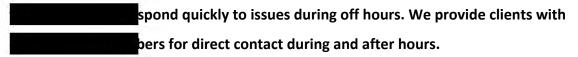
Office hours are 9:00AM – 5:00PM, Monday through Friday. However, Clearwing is

h them at all

(303) 294 0144 | FAT

SALES





16. Provide your safety record, safety rating, EMR and worker's compensation rate where



Workman's Comp Rates:

Arizona	51 91	Office Machine Install	\$0.69
Arizona	7605	Burglar & Fire Alarm Install	\$2.02
Arizona	8745	Salespersons	\$0.27
Arizona	8810	Clerical	\$0.16
Wisconsin	7605	Burglar & Fire Alarm Install	\$5.20
Wisconsin	8742	Salespersons	\$0.49
Wisconsin	8810	Clerical	\$0.20

17. Describe areas where downtime may occur with products and services provided, historical averages of that downtime, and how you resolve downtime issues when they do occur (For purposes of providing further clarity, examples of downtime might be a website ordering platform that goes offline, installed equipment that requires service or other products and services that can fail or go offline)

Clearwing is known for agility. We have an inhouse staff of IT specialists capable of troubleshooting and solving any IT issue. Should installed equipment go down, we have service technicians who can go onsite to solve the issue. In addition, we have a robust production inventory and can swap out equipment if a more serious issue is discovered. Our longstanding relationships with manufactures allow us to order

18.	regarding whether your firm, either presently or in the past, has
	y litigation, bankruptcy, or reorganization.
	Clearwing Systems Integration has not been involved in any litigation, bankruptcy, or



Market

- 19. award date. This should include, but not be limited to:
 - ed press release within first 30 days
 - nent of award through any applicable social media sites
 - d. Co-branded collateral pieces
 - e. Advertisement of contract in regional or national publications
 - f. Participation in trade shows
 - g. Dedicated Equalis Group and Region 10 ESC internet web-based homepage with:
 - i. Equalis Group and Region 10 ESC Logo
 - ii. Link to Equalis Group and Region 10 ESC website
 - iii. Summary of contract and services offered
 - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

Clearwing Systems Integration has a dedicated website and social media accounts on Facebook, Instagram, and Twitter. Upon award of the contract, Clearwing will create a landing page with all applicable information regarding Equalis Group and Region 10 ESC. We will also create a rack card, execute a direct mail campaign to applicable segments of our database, share the award news on all social platforms, create and distribute a press release, and promote Equalis Group and Region 10 ESC at all applicable tradeshows at which we exhibit.

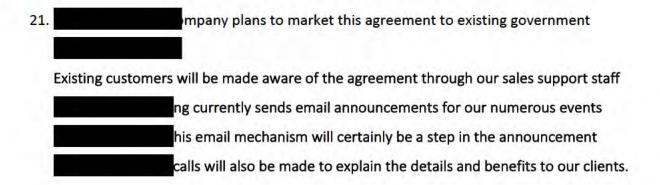
20. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

We will promote the benefits of being an Equalis Group and Region 10 ESC member

in and the state of the state o

(303) 294 0144 FAX





22. Provide a detailed 90-day plan describing how the contract will be implemented within your firm.

Instruct current staff within a week

Advertise and announce the agreement within 2-3 weeks

Provide regular training sessions led by dedicated co-op contracts manager biweekly for the first 90 days.

 Describe how you intend on train your national sales force on the Region 10 ESC agreement.

The agreement will be discussed at those trainings, plus separate trainings for Marketing, Support Staff and our Executive Team. Finally, directions and instructions will be documented in our shared Cloud folders so that all offices have access to the same information.

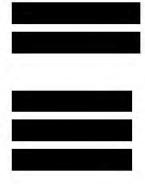
24. Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

We acknowledge and will allow the use of the Clearwing Systems Integration logo.

25. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

BOC 284744 cas nod 296081, 299258





WISCONSIN OFFICE

11101 W. Mitchell St. Milwaukee, WI 53214 (414) 258 6333 | office (414) 258 7722 | rax ARIZONA OFFICE

3011 E. Broadway Rd. Suite 100 Phoenix, AZ 85040

(602) 850 6333 | DERICE (602) 344 7722 | FAX NOC 284744 CSI ROC 296081, 299258 COLORADO OFFICE 610 E 55th Ave. Suite 300 Denver, CO 80216

(303) 232 3540 | OFFICE (303) 294 0144 | FAX CALIFORNIA OFFICE

30778 Clairemont Drive #126 San Diego, CA 92117 (858) 345 3633 | GFRCE



Admini

26. any's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s)

nation as reference(s).

essfully implemented and executed cooperative purchasing he following entities:

MOHAVE

Contract Number: 16R-WING-0414

Clearwing's contract with Mohave covers:

Entertainment lighting

Rigging

Mohave Contact:

Michael Cater, CPPB

Contract Specialist I

michael@mesc.org

(928) 718-3222

OMNIA PARTNERS

Contract Number: R160902

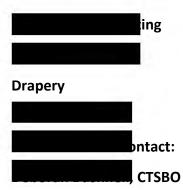
Clearwing's contract with Omnia Partners covers:

Audiovisual equipment

Audiovisual accessories

Audiovisual services





Contract Manager – Public Sector

Deborah.bushnell@omniapartners.com

(713) 554-7348

- 27. Describe the capacity of your company to report monthly sales through this agreement.

 A unique customer profile for each entity involved will be set up and sales will be tracked under the specific customer.
- 28. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.
 - Clearwing Systems Integration will be able to provide consolidated billing by location using QuickBooks and time and attendance reports through the timekeeping and payroll systems. Any other required reporting can be accomplished utilizing our IT department.
- 29. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.
- 30. Please provide your company's environmental policy and/or sustainability initiative.

 Clearwing's concern for our environmental impact has been ongoing for several years.

 We embraced this initiative back in 2011 and we look forward to continued progress in this area in ruture years.



s natural resources and energy through innovative methods to nsumption. Clearwing also minimizes waste through source reduction recycling, and equipment disposal in an environmentally sound manner. We r vendors and manufacturers to encourage the development of hting, and video equipment, and align ourselves with companies nvironmental goals.

WISCONSIN OFFICE

11101 W. Mitchell St. Milwaukee, WI 53214 (414) 258 6333 OFFICE (414) 258 7722 | FAX

ARIZONA OFFICE

3011 E. Broadway Rd. Suite 100 Phoenix, AZ 85040

(602) 850 6333 | BFRCE (602) 344 7722 FAX NOC 264744 CBI ROC 296081, 299258

COLORADO OFFICE

610 E 55th Ave. Sulte 300 Denver, CO 80216

(303) 232 3540 OFFICE (303) 294 0144 FAX

CALIFORNIA OFFICE

3077B Clairemont Drive #126 San Diego, CA 92117 (858) 345 3633 | OFFICE



Referer

of three (3) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of Higher Education and City/County entities. Provide the following ch reference:

Tod Rambo; Production Coordinator; Phoenix, AZ

Phone Number: 602-495-5688

5+ years

Purchases, Installation, Service

Annual Volume: \$180,000 in 2019

ASU Gammage (Public Events)

Jeff Rollins; Technical Director; Arizona State University, Tempe, AZ

(480)965-1660

7+ years

Purchases, Installation, Rentals

Annual Volume: \$270,000 in 2019

The Madison Center for the Arts / Madison School District

Kirstin Elliot, Engagement Coordinator, Phoenix, AZ

Direct Line: 602-664-7778

3+ years.

Audio, lighting, and video systems installation at school's PAC.



Neal John	
Systems Design Engi	neer
Email: nj	

PROFILE:			

Neal has over ten years' practice in theatrical production systems. Main area of expertise is audio production which grew from a lifetime of music and theater involvement. His varied production knowledge benefits our customers as he is an information resource who speaks from experience.

PROFESSIONAL EXPERIENCE:

Denver Pro Shop Manager, Clearwing Productions, Denver, CO 2018 - Present

Manage and oversee retail and project sales. Handles all customer needs including large, custom system orders.

Technical Director, Union Colony Civic Center, Greeley, CO 2014 - 2018

Manager of all backstage operations for the Monfort Concert Hall and Hensel Phelps Theater. Planned and managed all Capital Improvements Projects, directly worked with national touring and recording arts and assisted other departments with audio/visual needs.

Sound Designer, Candlelight Dinner Playhouse, Johnstown, CO 2011 - 2014

Managed all audio elements for the 350-seat dinner theater. Sound designed over twenty large scale musicals and implemented all audio improvements.

Master Carpenter, Candlelight Dinner Playhouse, Johnstown, CO 2010-2014

Built scenic elements for seventeen large scale productions and managed the crews.

Audio Engineer, Point Source Productions, Greeley, CO 2010-2014

FOH Engineer, Monitor Engineer and System Tech for many events.

Senior Theater Technician / Stage Manager, Union Colony Civic Center, Greeley, CO 2008, 2010-2014

Lead member of the audio crew, stage managed multiple high-profile events, worked directly with clients and worked on national touring shows.

EDUCATION AND ADDITIONAL TRAINING:

Front Range Community College **Brigham Young University**

Associate of Arts

2013

Pathway Connect Online Degree Program

Current



SCOTT A

Co-Op Contract Manager

Email: sa

PROFILE:

Scott Alle learwing specifically to manage and admin co-op contracts. In this position, Scott ensures our contractual obligations are adhered to, that pricing and discounts are accurate, and that all price guides are seen to the contractual obligations are adhered to the contractual

PROFESSIONAL EXPENSE

Co-Op Contract Manager – Clearwing Systems Integration

2018-Present

As Co-Op Contract Manager for Clearwing, Scott specializes in pricing updates and costs in a constantly changing market. He is responsible for daily checks with government contracts to ensure company compliance.

Website Tech Support - Endurance International

2017-2018

Specialized in troubleshooting techniques to fix the customers issue over the phone. Maintained customer service through stressful situations. Performed standard checks to ensure customer and company is compliant with all regulations.

Pricing Analyst - ON Q Financial

2013-2017

Specialized in quick accurate calculations, including percentages and high dollar figures. Assisted in implementation of new pricing engine, including testing and creation of guides for training. Constantly maintained high customer service standards, working with sales staff ensuring a smooth experience with customers.

EDUCATION:

Metropolitan Community College

Computer Technology



Laura Ed Marketing <u>Manager</u> Email: le

Profile:

Laura Editors of Marketing for all Clearwing operations since 2013. She is responsible for planning and executing comprehensive marketing and advertising efforts, including social media marketing, event planning, public relative to the composition of the compo

Professional Experience:

Marketing Manager – The Clearwing Group

2013 - Present

As head of Marketing for Clearwing, Laura works closely with the executive team to ensure Clearwing's marketing strategy supports the overall goals of the organization. This role includes oversight, execution, and measurement of all client-facing promotions, including Clearwing's AVL Expo, brand activation at Summerfest, and manufacturer-related offers.

Other duties include the generation and distribution of branded collateral, ad purchasing, proposal building, project management, and internal marketing activities.

Successes in Laura's tenure at Clearwing include the launch of webstore, a lead generation-focused website, and increased revenue for all Clearwing operations.

Marketing Coordinator – eInstruction

2011-2013

Worked with VP of Marketing to plan and execute annual sales team conventions. Served as project manager to align creative, automation, copywriting, and development teams' efforts. Wrote, designed, and disseminated biweekly communications to sales representatives. Created and ran reports from Salesforce CRM to guide sales efforts.

Associate Marketing Director - Phoenix Theatre

2005-2011

Responsible for all marketing for Phoenix Theatre's children's theatre. Managed ad buys, marketing databases, marketing budgets, campaigns, and projections. Worked closely with Development department on donor campaigns and events.



NICHOLA	
General I	Manager - Clearwing Systems Integration West
Email: no	

PROFILE:

Nick Dress arwing since 2010. He is currently responsible for working alongside Clearwing's Phoenix, Prior to Clearwing, Nick worked as lighting and sound supervisor for the Phoenix Theatre and as audio en the control of the Phoenix Theatre. Nick studied studio engineering at Scottsdale Community College.

PROFESSIONAL EXPERIENCE:

General Manager - Clearwing Systems Integration West 2

018 - Present

As the General Manager for our Systems Integration department for the Western U.S., Nick is responsible for managing all departments with respect to the company's goals and objectives. This role includes: upholding Clearwing's mission and image and leading other employees to do the same; developing goals and tasks for team members; following through to ensure completion of all tasks; creating, planning, and executing new and exciting methods to grow the department and providing better services to our clients; ensuring budgets are being met; overseeing key jobs through completion; visiting job site to verify installations are being properly handled in compliance with the timeline and that the client is pleased with the services; managing support staff; acting as point of contact for customer service issues; handling employee relations; consulting with Project Managers, Sales Staff, and Operations to see to it that work is being completed error-free; creating processes that promote an efficient work environment.

National Sales Manager, Clearwing Productions, Phoenix, AZ

2014 - 2018

Acted as central information hub for company salespeople; utilized CRM to measure and create sales programs and processes; built out sales and leads into new and existing markets; contributed to team effort by assisting the sales team to meet and exceed sales targets; tracked sales trends to help curb the dips and maintain steady growth; maintained professional and technical knowledge by attending educational workshops, reviewed professional publications, established personal networks, and participated in professional societies; took a lead role in product knowledge by arranging product presentations and introducing new products to staff; researched events and trade shows that would fit Clearwing's market for expansion and managed appropriately; booked and managed Production Training Series for all offices; coordinated Open Houses and Vendor Showcases; managed vendor/manufacturer relationships to maximize support for Clearwing staff; work closely with COO to understand sales and company vision and translate that vision to a strategic plan; work with the Marketing Manager to develop plans for promotions; researched and explored new avenues for additional business opportunities; created value beyond initial sales opportunity – determined how we can provide a better service to our customers; established and adjusted selling prices by monitoring costs, competition, and supply/demand; maintained sales staff by planning, monitoring, and appraising job results.

Pro Shop Manager, Clearwing Productions, Phoenix, AZ

2010 - 2014

Sales and customer care for all clients and company departments as well as the communication link between clients and vendors. Responsibilities included: staying within monthly and annual budget for the sales department; complyin

Made sure
customer disputes were dealt with in a timely and professional manner; built relationships with vendors; Built the

11101 W. Mitchell St. Milwaukee, WI 53214 (414) 258 6333 | OFFICE (414) 258 7722 | FRX

3011 E. Broadway Rd. Suite 100 Phoenix, AZ 85040

(602) 850 6333 | DFRCE (602) 344 7722 | FAX Roc 264744 CBI ROC 296081, 299258

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610 E 55th Ave. Sulte 300 Denver, CO 80216 (303) 232 3540 OFFICE (303) 294 0144 PAX systems.clearwing.com

(303) 294 0144 | FAX

Appendix B: PRODUCT / SERVICES SPECIFICATIONS

Products and Services Covered:

It is the intention of Region 10 ESC to establish a contract with Respondent(s) for a complete and comprehensive offering of Performance Based Solutions & Entertainment Systems. Respondents may elect to limit their proposals to a single product or service line within any category, or multiple products and services within any and all categories. However, respondent(s) are encouraged to propose their complete collection of services, setup, staging and construction services including but not limited to the following:

- <u>Professional audio systems</u>; including speakers, subwoofers, consoles, microphones, amplifiers, outboards, processors, PA systems, and other related solutions designed to serve the needs of venues defined herein. Systems should be designed for a full range of audio, including voice and music
- <u>Visual systems</u>; including projectors, monitors, cameras, LED video, scoreboards, and other related solutions designed to serve the needs of venues defined herein
- <u>Customized lighting and effects</u>; including fog & atmospheric effects, moving lights, ellipsoidal & spotlights, pars, LED walls, lighting controls, and other related solutions designed to serve the needs of venues defined herein
- <u>Staging, rigging, and draperies;</u> including mobile and permanent staging, controllers, trusses, hoists/lifts, draperies, and other related solutions designed to serve the needs of venues defined herein
- Other entertainment system; includes all other products and services necessary to fulfill the needs of an entertainment, performance or conference venue not already defined

Services include:

- <u>Installation and integration</u>; including design, implementation, and service of permanent or temporary venues
- <u>Production</u>; turnkey solutions for planning, design, short term rentals of equipment, and production management of events
- Transportation; transportation of equipment for products, services and venues defined herein
- <u>Customized solutions and design services</u>; Many purchasing group members utilizing services under this contract will require design services and customized solutions. Please provide your capabilities to provide design services and customized solutions for the scope defined herein.

Professional services and venues covered:

Solutions offered should be designed for professional venues including but not limited to arenas, stadiums, auditoriums, performance and entertainment centers, esports venues and any other venue requiring professional solutions for conferences, performances, entertainment venues, and events.

Tab 4

To Include:

Product/Services (Appendix B)



Append	ICES SPECIFICATIONS
Product	d:

It is the intention of Region 10 ESC to establish a contract with Respondent(s) for a complete and erformance Based Solutions & Entertainment Systems. Respondents may comprel elect to i to a single product or service line within any category, or multiple products rammany and all categories. However, respondent(s) are encouraged to propose their and service complet es, setup, staging and construction services including but not limited to the following:

Professional audio systems; including speakers, subwoofers, consoles, microphones, amplifiers, outboards, processors, PA systems, and other related solutions designed to serve the needs of venues defined herein. Systems should be designed for a full range of audio, including voice and music

Clearwing has provided such solutions in the past and can provide these audio solutions under this contract in the future.

Visual systems; including projectors, monitors, cameras, LED video, scoreboards, and other related solutions designed to serve the needs of venues defined herein

Clearwing has provided such solutions in the past and can provide these visual solutions under this contract in the future.

Customized lighting and effects; including fog & atmospheric effects, moving lights, ellipsoidal & spotlights, pars, LED walls, lighting controls, and other related solutions designed to serve the needs of venues defined herein

Clearwing has provided such solutions in the past and can provide these customized lighting and effects solutions under this contract in the future.

Staging, rigging, and draperies; including mobile and permanent staging, controllers, trusses, hoists/lifts, draperies, and other related solutions designed to serve the needs of venues defined herein

Clearwing has provided such solutions in the past and can provide these staging, rigging, and drapery solutions under this contract in the future.

	system; includes all other products and services necessary to fulfill the
needs of an or	tertainment, performance or conference venue not already defined
_	provided such solutions in the past and can provide a variety of entertainment
system solution	ons under this contract in the future.

 Installation and integration; including design, implementation, and service of permanent or temporary venues

Clearwing has provided such services in the past and can provide these installation and design services under this contract in the future.

 Production; turnkey solutions for planning, design, short term rentals of equipment, and production management of events

Clearwing has provided such services in the past but will *not* be able to offer production services under this contract.

Transportation; transportation of equipment for products, services and venues defined herein

Clearwing has provided such services in the past and can provide transportation services under this contract in the future.

Customized solutions and design services; Many purchasing group members utilizing services
under this contract will require design services and customized solutions. Please provide your
capabilities to provide design services and customized solutions for the scope defined herein.

Clearwing has provided such services in the past and can provide customized solutions and design services under this contract in the future.

Professional services and venues covered:

Solutions offered should be designed for professional venues including but not limited to arenas, stadiums, auditoriums, performance and entertainment centers, esports venues and any venues, and events.

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ed such services in each type of venue listed. We can provide solutions and professional services in virtually any type of venue.



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(602) 850 6333 | DFRCE (602) 344 7722 | FAX

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Appendix C: PRICING

Attachment B

Region 10 ESC requests that potential Respondents offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

All pricing must be entered into the Attachment B template provided. Products/lines completed will be used to establish the extent of the Respondents product lines, services, warranties, etc. that are available. <u>All services offered under this contract must be priced or listed as free and unlisted services will not be accepted</u>. Please submit price lists and/or catalogs in excel or delimited format and provide a signed PDF copy for verification purposes.

Pricing must be entered into each worksheet within the Attachment B as follows:

Core Price List

- Respondents are encouraged to include all high-volume products/services within the scope of this RFP they deem are necessary to show a complete Core Price List
- All relevant columns in this worksheet should be completed. Incomplete fields or columns may be deemed unresponsive at the sole discretion of Region 10 ESC

Labor

- Respondents must provide any applicable labor costs that will be charged in addition to other pricing or services listed.
- State, City or regional pricing is allowed and must be specified for each region. If no specific state, city or region is specified, then pricing submitted will be assumed as available in all 50 states
- Unless specified otherwise by the respondent, standard labor hour rates will be calculated from 8:00 AM until 5:00 PM and overtime rates will be calculated for all other hours worked.
- Recognized holidays which are eligible for overtime rates all day include: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, General Election Day, Veterans Day, Thanksgiving Day and Friday after, Christmas Eve and Christmas Day and New Year's Eve. Any deviations to these recognized holidays must be specified in the response.

Other Pricing

- In addition to prices offered in the Core Price List, respondents shall provide a calculation for
 pricing on all other products available under the scope of this RFP. The calculation should be
 based on a discount from a verifiable price list or catalog. Cost plus a percentage as a primary
 method is not allowed.
- Additional services such as installation, delivery, tech support, training, and other services not already included in the Core Price list should be provided in this worksheet

Other Discounts

• List additional rebates, discounts off list, delivery size incentives or other price discounts not already provided in the other worksheets

Not to Exceed Pricing

Region 10 ESC requests pricing be submitted as not to exceed for any participating entity.

- ➤ Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted for solicitation.
- > Vendor must allow for lower pricing to be available for similar product and service purchases.

Other Restrictions and Fees

Please provide any other relevant information, fees or restrictions for Purchasing Group Members to receive pricing or value under this contract, such as minimum order sizes, restocking fees, and/or any other relevant fee or restriction associated with this contract. Fees or restrictions not listed will not be allowed under this contract.

Tab 5

To Include:

Pricing (Appendix C)

Attachment B Price list – Attached under Excel Pricing section on website

Appendix G: VALUE ADD

Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract participating agencies.

Tab 6

To Include:

Value Add (Appendix G)



Append

Clearwing offers regular training sessions out of our Milwaukee, Phoenix, and Denver offices; L course which draws 30-100 school and church staff, students, and other beginning level trainees. Product trainings we've conducted in-house include ChamSys MagicQ, Avoites, ETC 1011 XE, Rational Acoustics, Barco Image Processing, Allen & Heath dLive training ining, and Sennheiser RF Academy.

Other events include Clearwing's in-house Phoenix trade show, AVL Expo, which hosts over 100 manufacturers in our and brings in around 600 attendees each year. This allows our clients and potential clients to get their hands on new gear, see the latest technology, and ask questions from manufacturer experts. We also host smaller trade shows of this style at our Denver and Milwaukee offices.

Appendix I: CERTIFICATES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

Tab 7

To Include:

Certificates (Appendix I)

DOC #16 STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:		
	tains the names and home address standing stock of the undersigned.	es of all stockholders holding 10%
I certify that no one stockholde undersigned.	er owns 10% or more of the issued a	and outstanding stock of the
Check the box that represents the typ	e of business organization:	
Partnership	☐ Limited Partnership	☐ Limited Liability
☐ Corporation	Limited Liability Corporation	Partnership Subchapter S Corporation
Sole Proprietorship	corporation	Corporation
Sign and notarize the form below, and Stockholders:	, if necessary, complete the stockh	nolder list below.
Name: Gregg Brunclik	Name: Dian	e Brunclik
Home Address: N82 W 28583 Hillerest D Hartland WI 53029	1.00	28583 Hillcrest Dr.
Name:	Name:	11110 101 33-01
Home Address:	Home Address:	
Name:	Name:	
Home Address:	Home Address:	
Subscribed and super Ref The inf	OFFICIAL SEAL OF	2
Subscribed and sworn before me this	MARICOPA COUNTY COMM # 566818 cmm, Expires May 12, 2023	
(Notary Public)	Nick Die	ssler-GM
My Commission expires:	(Print name & tit	le of affiant)
5/12/2023	(Corporate Seal)	-4

Appendix I: CERTIFICATES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

United States of America State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS



Division of Corporate & Consumer Services

To All to Whom These Presents Shall Come, Greeting:

I, Mary Ann McCoshen, Administrator of the Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that

CLEARWING SYSTEMS INTEGRATION, LLC

is a domestic corporation or a domestic limited liability company organized under the laws of this state and that its date of incorporation or organization is September 19, 2014.

I further certify that said corporation or limited liability company has, within its most recently completed report year, filed an annual report required under ss. 180.1622, 180.1921, 181.1622 or 183.0120 Wis. Stats., and that it has not filed articles of dissolution.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department on May 01, 2018.

MARY ANN MCCOSHEN, Administrator Division of Corporate and Consumer Services Department of Financial Institutions

DFI/Corp/33

To validate the authenticity of this certificate

Visit this web address: http://www.wdfi.org/apps/ccs/verify/

Enter this code: 219275-60FD7753



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

MAY 17, 2018

0685021-9

C T CORPORATION SYSTEM 208 SO LASALLE ST, SUITE 814 CHICAGO, IL 60604-1101

RE CLEARWING SYSTEMS INTEGRATION, LLC

DEAR SIR OR MADAM:

IT HAS BEEN OUR PLEASURE TO APPROVE YOUR REQUEST TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS. WE EXTEND OUR BEST WISHES FOR SUCCESS WITH YOUR BUSINESS HERE.

PLEASE NOTE! THE LIMITED LIABILITY COMPANY MUST FILE AN ANNUAL REPORT PRIOR TO THE FIRST DAY OF THIS MONTH OF ADMISSION NEXT YEAR. FAILURE TO TIMELY FILE MAY RESULT IN A PENALTY AND REVOCATION. A PRE-PRINTED ANNUAL REPORT WILL BE MAILED TO THE REGISTERED AGENT AT THE REGISTERED OFFICE ADDRESS APPROXIMATELY 45 DAYS BEFORE THE DUE DATE.

A LIMITED LIABILITY COMPANY THAT INTENDS TO PROVIDE A PROFESSIONAL SERVICE REGULATED BY THE ILLINOIS DEPARTMENT OF FINANCIAL AND PROFESSIONAL REGULATION MUST REGISTER WITH THAT AGENCY.

PUBLICATIONS/FORMS AND OTHER SERVICES ARE AVAILABLE ON OUR WEBSITE. VISIT WWW.CYBERDRIVEILLINOIS.COM TO VIEW THE STATUS OF THIS COMPANY, PURCHASE A CERTIFICATE OF GOOD STANDING, OR EVEN FILE THE ANNUAL REPORT REFERRED TO IN THE EARLIER PARAGRAPH.

SINCERELY YOURS.

JESSE WHITE ILLINOIS SECRETARY OF STATE DEPARTMENT OF BUSINESS SERVICES LIMITED LIABILITY DIVISION (217) 524-8008 Form LLC-45.5

July 2017

Secretary of State

Department of Business Services Limited Liability Division 501 S. Second St., Rm. 351 Springfield, IL 62756 217-524-8008 www.cyberdriveillinois.com

Payment must be made by certified check, cashler's check, Illinois attorney's check, C.P.A.'s check or money order payable to Secretary of State. If check is returned for any reason this filling will be void.

Illinois Limited Liability Company Act

Application for Admission to Transact Business

SUBMIT IN DUPLICATE

Type or print clearly.

Filing Fee: \$150 Penalty: \$ Approved: RN FILE #

This space for use by Secretary of State.

FILED

MAY 1 7 2018

JESSE WHITE SECRETARY OF STATE

•	Limited Liability Company na				
	Assumed name:				
		is only applicable if the nust be completed and			se in Illinois, in which case for
	Jurisdiction of organization:	Wisconsin			
		M			
	Date of organization: 9/30/	2014			
	Date of organization.				
	Period of duration: Perpetua	al			
	(Enter pe	rpetual unless there is a	date of dissolution pr	rovided in the agreement, in w	hich case enter that date.)
	(= p =				
	(=)				
	Address of the principal place	e of business: (P.O. B	ox alone or c/o is u	unacceptable.)	
	Address of the principal place	e of business: (P.O. B			
	Address of the principal plac	e of business: (P.O. B	W. Mitchell 8		
	Address of the principal place	e of business: (P.O. B			Suite #
	Address of the principal place 11101 Number	e of business: (P.O. B	W. Mitchell S Street		*
	Address of the principal place 11101 Number Milwaukee		W. Mitchell S Street WI		53214
	Address of the principal place 11101 Number	e of business: (P.O. Bo	W. Mitchell S Street		*
	Address of the principal place 11101 Number Milwaukee City		W. Mitchell S Street WI		53214
	Address of the principal place 11101 Number Milwaukee		W. Mitchell S Street WI		53214
	Address of the principal place 11101 Number Milwaukee City Registered agent: CT Corp	oration System First Name	W. Mitchell S Street WI	St. Middle Name	53214 ZIP Code
	Address of the principal place 11101 Number Milwaukee City	oration System	W. Mitchell S Street WI	St.	53214 ZIP Code
	Address of the principal place 11101 Number Milwaukee City Registered agent: CT Corp Registered office: (P.O. Box alone or c/o	oration System First Name	W. Mitchell S Street WI	Middle Name S. La Salle St.	53214 ZIP Code Last Name 814
	Address of the principal place 11101 Number Milwaukee City Registered agent: CT Corp	oration System First Name	W. Mitchell S Streel WI	St. Middle Name	53214 ZIP Code

(continued on back)

LLC-45.5

9.	9. Purpose(s) for which the company is organized and proposes to conduct business	in Illinois:
	Permanent Lighting, Audio, and Video systems installation.	
40	40. The United Heliffe Common (sheets are)	
10.	10. The Limited Liability Company: (check one)	
		(s):
11.	11. List names and business addresses of all managers and any member with the auth	nority of manager:
	Max Brunclik	
	11101 W. Mitchell St	
	West Allis, WI 53214	
		1
12.	12. The Illinois Secretary of State is hereby appointed the agent of the Limited Liability	Company for service of process under
	circumstances set forth in subsection (b) of Section 1-50 of the Illinois Limited Liab	ility Company Act.
		· · · · · · · · · · · · · · · · · · ·
13.	 This application is accompanied by a Certificate of Good Standing or Existen days, by the officer of the state or country wherein the LLC is formed. 	ice, duly authenticated within the last 60
	days, by the cities of the state of country who can the LLO is formed.	\$17 (8):
14.	14. The undersigned affirms, under penalties of perjury, having authority to sign hereto business is to the best of my knowledge and belief, true, correct and complete.	, that this application for admission to transact
		/
	Dated:	\$5/3/2018
		Month, Day, Year
	Not.	Sach
		Signaturo
	Max Bruno	Name and Title (type or print)
	If applica	ant is signing for a company or other entity, state name of company or entity.



Document must be filed electronically.

Paper documents are not accepted.

Fees & forms are subject to change.

For more information or to print copies of filed documents, visit www.sos.state.co.us.

Colorado Secretary of State

Date and Time: 03/07/2019 03:54 PM

ID Number: 20191210012

Document number: 20191210012

Amount Paid: \$100.00

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Foreign Entity Authority

filed pursuant to § 7-90-803 of the Colorado Revised Statutes (C.R.S.)

1. The entity ID number, the entity name,	and the true name, if different	, are	
Entity ID number	20191210012 (Colorado Secre	tary of State ID numb	er)
Entity name	Clearwing Systems Integra	ation, LLC	
True name (if different from the entity name)	*		
2. The form of entity and the jurisdiction u	under the law of which the enti	ty is formed are	
Form of entity	Foreign Limited Liability Co	ompany	
Jurisdiction	Wisconsin		
3. The principal office address of the entity	y's principal office is		
Street address	610 E 55th Avenue		
	#300	nber and name)	
a	Denver	CO 802	216
	(City)	(State) United States	(ZIP/Postal Code)
	(Province – if applicable)	(Country)	
Mailing address (leave blank if same as street address)	(Street number and name	or Post Office Box inj	formation)
	(City)	(State)	(ZIP/Postal Code)
	(Province – if applicable)	(Country)	-
4. The registered agent name and registere	d agent address of the entity's	registered agent	are
Name			
(if an individual)		48:	7.51111
OI.	(Last)	(First)	(Middle) (Suffix
(if an entity)	The Corporation Company		
(Caution: Do not provide both an individua	l and an entity name.)		

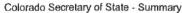
		Street number and name,)	
	Suite 220			
(The following statement is adopted by marking The person appointed as register 5. The date the entity commenced or e Colorado is 03/10/2019 (mm/dd/yyyy) 6. (If applicable, adopt the following statement by This document contains addition 7. (Caution: Leave blank if the document do significant legal consequences. Read instruction (If the following statement applies, adopt the statement delayed effective date and, if application on whose behalf the individual cause individual's act and deed, or that the inceperson on whose behalf the individual in good document complies with the requirement. This perjury notice applies to each individual is State, whether or not such individual is	Centennial		80112	
	(City)	(State)	(ZIP Code	?)
Mailing address	1110 W. Mitchell Str	eet		
(leave blank if same as street address)		nd name or Post Office	Box information)	
	West Allis	CO	53214	
	(City)	(State)	(ZIP Code)
(The following statement is adopted by marking the	e box.)			
The person appointed as registered		ed to being so app	ointed.	
	ects to commence transac	cting business or c	onducting activi	ties in
(mm/dd/yyyy)				
6 (10 - 1 - 1) - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	ushing the how and include on atte	- Amout b		
1 This document contains additional	information as provided	by law.		
 (Caution: <u>Leave blank</u> if the document does significant legal consequences. Read instruc 			d effective date has	ī
Af the following statement applies adopt the state	went he entering a date and if a	wlicable time using the	veguired format \	
The delayed effective date and, if appl		nent is/are		
		(mm/	dd/yyyy hour:minute	am/pm)
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	Boebel (Last)	Steven (First)	Lee (Middle)	(Suffix
	1110 W. Mitchell Stre		(mixime)	(Oight)
		r and name or Post Offic	ce Box information)	
	-		4	
	West Allis	WI	53214	
	(City)	(State) United Sta	(ZIP/Postal C	(ode)
	(Province – if applicable			
(If the following statement applies, adopt the This document contains the true n				

7700 East Arapahoe Road

Street address

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).





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FAQs, Glossary and Information



Summary

Details			
Name	Clearwing Systems	Integration, LLC	
Status	Good Standing	Formation date	03/07/2019
ID number	20191210012	Form	Foreign Limited Liability Company
Periodic report month	March	Jurisdiction	Wisconsln
Principal office street address	610 E 55th Avenue	, #300, Denver, CO 8	0216, United States
Principal office mailing address	n/a		

Registered Agent	
Name	The Corporation Company
Street address	7700 East Arapahoe Road, Suite 220, Centennial, CO 80112, United States
Mailing address	1110 W. Mitchell Street, West Allis, CO 53214, United States

Filing history and documents

Get a certificate of good standing

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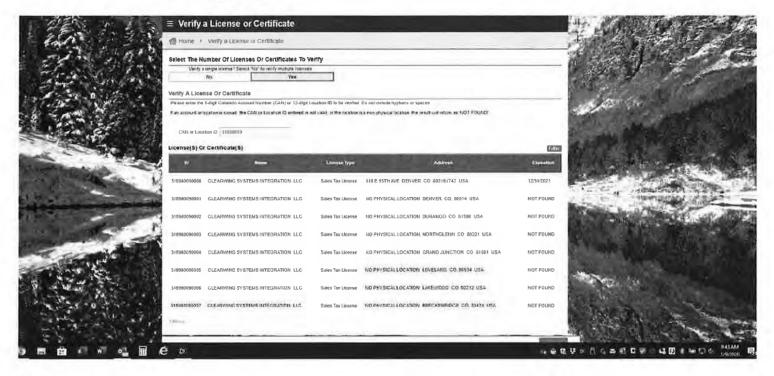
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DENVER RETAIL SALES/USE/LODGER'S TAX LICENSE DEPARTMENT OF FINANCE CITY AND COUNTY OF DENVER 201 W. COLFAX AVE., DENVER, COLORADO 80202



The vendor shown hereon is authorized to collect for the City and County of Denver the retail sales, use or lodger's tax imposed pursuant to the provisions of Chapter 53 Art. II, III, IV of the revised Municipal Code of the City and County of Denver

THIS IS NOT A LICENSE OR PERMIT TO DO BUSINESS IN THE CITY AND COUNTY OF DENVER

A Use Permit MUST be obtained from the Department of Zoning Administration. Licenses or permits MAY also need to be obtained from the Department of Excise and Licenses, the Denver Health Authority, the Building Inspection Division or other departments. THIS LICENSE IS NOT TRANSFERABLE

ANY ALTERATION MADE ON THIS LICENSE WILL AUTOMATICALLY MAKE IT NULL AND VOID

CLEARWING SYSTEMS INTEGRATION, LLC 610 E 55TH AVE STE 300 DENVER CO 80216 EFFECTIVE DATE: 01-Jan-2020 EXPIRATION DATE: 31-Dec-2021

APPROVED BY: Manager of Finance

ISSUED BY: Director of Excise & Licenses.

DR 0161 (02/16/11) COLORADO DEPARTMENT OF REVENUE DENVER CO 80261-0009

THIS LICENSE IS NOT TRANSFERABLE

WAGE WITHHOLDING LICENSE

USE ACCOUNT NUMBER for all references LIABILITY INFORMATION ISSUE DATE

31898009 U 041519 Mar 08 2019

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CLEARWING SYSTEMS INTEGRATION, LLC 610 E 55TH AVE UNIT 300 DENVER CO 80216-1747

> Acting Executive Director Department of Revenue

DR 0140 (02/16/11) DEPARTMENT OF REVENUE DENVER CO 80261-0013

Must collect taxes for:

SALES TAX LICENSE STATE COLORADO COUNTY

RTD/CD

USE ACCOUNT LIABILITY INFORMATION NUMBER for all references county city industry type liability date

LICENSE VALID TO DECEMBER 31

2019

THIS LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION
IN A CONSPICUOUS PLACE: 610 E 55TH AVE DENVER CO 80216-1747

54.7

THIS LICENSE IS NOT TRANSFERABLE

դիսնդրկրվիկինդիվորևոլիրնկիրկիրների

CLEARWING SYSTEMS INTEGRATION, LLC 610 E 55TH AVE UNIT 300 DENVER CO 80216-1747

> Acting Executive Director Department of Revenue

12/19/2019

CSI - CA Seller's Permit.pdf

K N Download

Details

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

SELLER'S PERMIT

MD5: 9e96f101c313f107064e4d1a1500b531

Modified: 12/16/19 1:52 PM

83.93 KB

CSI - CA Seller's Permit.pdf

January 1, 2020 ACCOUNT NUMBER

217190528

CLEARWING SYSTEMS INTEGRATION, LLC 11101 W MITCHELL ST

WEST ALLIS WI 53214-3810

IS HEREBY AUTHORIZED PURSUART TO SALES AND USE TAX LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGELE PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID ONLY AT THE ABOVE ADDRESS.

regulate or control your business. This permit does not allow you to do otherwise.

You are required to obey all Foderal and State taxes that

Out-of-State / Chicago NOTICE TO PERMITTEE

Office of Control:

THIS PERINT IS VALD UNTE, PEVOKED OR CANCELED AND IS NOT TRANSFERABLE, IF YOU SELL YOUR BUSINESS OR DROP OUT OF A PARTIFICATION NOTIFY US DRYYOU COVILD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW OPERATOR OF THE BUSINESS.

For general tax questions, please call our Customer Service Center at 1-800-400-7115 (TTY:711). For information on your rights, contact the Taxpayers' Rights Advocate Office at 1-888-324-2798 or 1-316-324-2798.

Not valid at any other address

CDTFA-442-R REV. 18 (5-18)

A MESSAGE TO OUR NEW PERMIT HOLDER

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at www.cdtfa.ca.gov
- Attending a Basic Sales and Use Tax Law class offered at one of our offices Sending your questions in writing to any one of our offices Caling our toll-free Customer Service Centar at 1-800-400-7115 (TTY:711)

As a soller, you have the right to issue resale certificates for merchandise that you intend to resell, You also have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retalier,

- You have the right to seek reinbursement of the fax from your customer.
 You are responsible for filing and paying your sales and use tax returns timely.
 You have the right to be treated in a fair and equitable manner by the employees of the California Department of Tax and Fee
 - Administration (CDTFA)

You are responsible for following the regulations set forth by the CDTFA

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and reactive from the for inspection by a CDTFA representative when requested. You are also required

Find in document

ofl Н Page

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+ -: 125%

https://dwaynejohnson.sharefile.com/share/view/041d96fd46664b8a

ARIZONA DEPARTMENT OF REVENUE ATTN: Customor Care and Outreach PO BOX 29032

Phoenix, AZ 85038-9032

ARIZONA DEPARTMENT OF REVENUE

TRANSACTION PRIVILEGE TAX LICENSE NOT TRANSFERABLE

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Tille 42, Chapter 5, Article 1,



ISSUED TO: CLEARWING SYSTEMS INTEGRATION LLC

5640 S 40TH ST STE 1 PHOENIX AZ 85040-3908 ALL communications and reports MUST REFER to this LICENSE NO.

LICENSE: 21045216 START DATE: 01/01/2015

ISSUED: 12/28/2018 EXPIRES: 12/31/2019

LOCATION: CODE 001

CLEARWING SYSTEMS INTEGRATION LLC

5640 S 40TH ST SUITE 1 PHOENIX, AZ 85040-3908

1800054707487

029 - USE TAX

Al bell aux Daio Divi Doci Ass accesses and acco blue were a

BUSINESS CODE	REGION	JURISDICTIO
015 - CONTRACTING - PRIME	GRA - GRAHAM	COUNTY
013 - COMMERCIAL LEASE	MAR - MARICOPA	COUNTY
014 - PERSONAL PROPERTY RENTAL	MAR - MARICOPA	COUNTY
015 - CONTRACTING - PRIME	MAR - MARICOPA	COUNTY
017 - RETAIL	MAR - MARICOPA	COUNTY
029 - USE TAX	MAR - MARICOPA	COUNTY
015 - CONTRACTING - PRIME	NAV - NAVAJO	COUNTY
015 - CONTRACTING - PRIME	PMA - PIMA	COUNTY
015 - CONTRACTING - PRIME	AJ - APACHE JUNCTION	CITY
015 - CONTRACTING - PRIME	BE - BUCKEYE	CITY
015 - CONTRACTING - PRIME	CH - CHANDLER	CITY
017 - RETAIL	CH - CHANDLER	CITY
015 - CONTRACTING - PRIME	GB - GILBERT	CITY
016 - CONSTRUCTION CONTRACTING - SPECULATIVE BUILDERS	GE - GLENDALE	CITY
029 - USE TAX	GE - GLENDALE	CITY
015 - CONTRACTING - PRIME	GY - GOODYEAR	CITY
015 - CONTRACTING - PRIME	HB - HOLBROOK	CITY
015 - CONTRACTING - PRIME	PV - PARADISE VALLEY	CITY
015 - CONTRACTING - PRIME	PX - PHOENIX	CITY
017 - RETAIL	PX - PHOËNIX	CITY

This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Adzona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue. According to R15-5-2201, license must be displayed in a conspicuous place.

PX - PHOENIX

CITY



Appendix I: CERTIFICATES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

	Aaron Frisbee	Ben Rogge	Chris Kockler	Dave Pisani	David Temby	David Bauer	David Olson	Jeff Steele	Jeremy Miller	Ken Gardner	Mandy Brommel	Jill Maurer	Mike Jonas	Mike Magne	Nick Dressler	Ryan Peavey	Sam Bruncli
MXACE	x																
MX Audio Essentials									х								
MX Cabling Essentials									х								
MX Commissioning	x																
udinate Dante Level 1	x												х				
udinate Dante Level 2	x												х				
Barco Certified Specialist			x														
arco Digital Cinema			x														
arco High Brightness			x														
SIAMP TesiraFORTÉ	x																
3SS 201	x																
Crestron Commerical System Design							x										
restron DigitalMedia Certification							×		x								
erts									х				x				
TS-I									x				x				
AW ADAPTive							x										
TC ASP											х		x				
TC DMX Theory										х							
TC Eos Level 1										x							
TC Intro to Prodigy										~		x					
TC Mosaic 2.0			x								x	^	х				
TC New Tech			x							х	x		x				
TC Rigging										X	x						
TCP Theatre Rigger											X						
												x					
extron Extron AV Associate	x																
									х								
extron Configuring for Control	X																
extron Control Professional	X												х				
extron Control Specialist	X																
extron Digital Design	X																
extron Emerging Technologies							x						х				
extron Emerging Technologies 4K							х										
extron GUI Design	X																
extron XTP-T	x			-			х					-					
NT - Fiber Training				-							X	-	х		х		
nfoComm Essentials of AV									х								
nfoComm Recognized AV Tech									х								
UPC11 Acoustics K2				-									X X				
-Acoustics Kara													X				
-Acoustics SYS'FUND LA4X													x				
-Acoustics System Fundamentals -Acoustics System Integrator	x	X X		X X	×	X X	x x	X X	X X					x x	X	X	X
-Acoustics System integrator isten Technologies Integration / Commissioning Hearing Loops		, x		, x			Х		Х				x		х		Х
OSHA 10 hour	х										х	х	х			х	
OSHA 30 Hour Construction													х				
hilips dynalite EnvitionProject Level 1	x										X				x		
ISC QSys Level 2	X		х										х		X		
hure Axient															х		
hure Microflex Advance hure Networking Basics	X												X X				
hure Networking Basics	+												X				-



CERTIFIED TECHNOLOGY SPECIALIST

Ryan Peavey

of Certified Technology Specialists, has agreed to abide by the CTS Code of Ethics and Conduct, and is therefore entitled to use the name Certified Technology Specialist and the has been examined and has demonstrated competence in all technical aspects of a Certified Technology Specialist™, has met the requirements of the AVIXA independent Certification Committee necessary for professional competency, is in good standing in the Directory CTS® designation.

Certification Number Date of Expiration June 12, 2019 June 30, 2022 Effective Date

Luke Jordan, CTS-I

Chair, AVIXA independent Certification Committee





The AVIXA Certified Technology Specialist certification is accredited by the American National Standards Institute (ANSI) under the International Standard ISO/IEC 17024:2012 Standard General Requirements for Bodies Operating Certification Schemes of Persons program.



The Illuminating Engineering Society of North America

Award of Merit

is presented to

Mike Jonas

For the project

The Ghost Train Controls

In recognition of meritorious contribution to lighting design

Megan W. Canul

2017



CERTIFICATE OF ACHIEVEMENT



THIS DOCUMENT CERTIFIES THAT



Aaron Frisbie

FULL NAME

HAS SUCCESSFULLY COMPLETED

BSS 201 - BSS Audio Soundweb London 201

TRAINING COURSE

03/23/2016

ACHIEVEMENT DATE

03/23/2019

EXPIRATION DATE











CERTIFICATE OF TRAINING

Awarded to

Aaron Frisbie

For participating in the

SYSTEM INTEGRATOR

Application Training Day



Trainer: André Pichette On March 8, 2019



CERTIFICATE OF TRAINING

Awarded to

Aaron Frisbie

For participating in the

SYSTEM FUNDAMENTALS

Application Training Day



Trainer: André Pichette On March 7, 2019



CERTIFICATE OF ACHIEVEMENT

this document certifies that

Jeremy Miller

has completed

CC101: Core Curriculum | Audio Essentials

Achievement Date 2017-02-02







CERTIFICATE OF ACHIEVEMENT

this document certifies that

Jeremy Miller

has completed

CC102: Core Curriculum | Cabling Essentials

Achievement Date 2017-02-02







R. PORT SUMMARY

Arizona Thespians - Self-Apply (NSO)

Prepared for:

Arizona Thespians, Self Apply Requested on 11/8/2018 10:38:36 AM Completed on 11/8/2018 10:50:02 AM

Subject of Report:

Name: Ryan Patrick Peavey

DoB: Feb 23, 1983 SSN: XXX-XX-8973

Address:

2206 E. Norris St

PHILADELPHIA, PA 19125

Email:

ryan@angrytreeaudio.com

Applicant has requested a copy of their report

Report Summary:

National Sex Offender Search

Clear 11/8/2018 10:50:02 AM

Compliance Notice to our valued landlords: Before taking an adverse action against the person named in this report you must provide him or her with a pre-adverse action notice, a copy of this report, and a copy of *A summary of Your Rights Under the Fair Credit Reporting Act." You must provide notice even if the information in the report plays only a small part in the overall decision. Additional notice requirements may apply in certain states. Trak-1 provides you with details about the content and format of these notices in the addendums to your Customer Service Agreement and at https://www.peoplefacts.com/Compliance. For tools to help you generate these required notices refer to the top of the page you used to print this report.

Compliance Notice to our valued employers: Before taking an adverse action against the person named in this report you must provide him or her with a first pre-adverse action notice, a copy of this report, and a copy of "A Summary of Your Rights Under the Fair Credit Reporting Act." You should provide the person a reasonable amount of time to respond to your notice. If after hearing the individual's response you determine to continue with the adverse action you must provide a second post-adverse action notice. You must provide notice even if the information in the report plays only a small part in the overall decision. Additional notice requirements may apply in certain states. Trak-1 provides you with the content and format of these required notices in the addendums to your Customer Service Agreement or at http://www.peoplefacts.com/AdverseAction. For tools to help you generate these required notices refer to the top of the page you used to print this report.

Notice to All Users of This Report: This report does not guarantee the accuracy or truthfulness of the information as to the subject of the investigation, but only that it is accurately copied from public records, and information generated as a result of identity theft, including evidence of criminal activity, may be inaccurately associated with the consumer who is the subject of the report. For further information about your obligations regarding adverse action, please refer to the Federal Trade Commission articles: "Using Consumer Reports: What Landlords Need to Know", https://www.ftc.gov/tips-advice/business-center/guidance/using-consumer-reports-what-employers-need-know Failure to abide by your legal obligations may expose you to liability. For questions contact us at 7127 Riverside Parkway Tulsa, Oklahoma 74136, 800.600.8999.



No Sex Offender Records Found By Searching National Sex Offender Registry

Pursuant to the California Penal Code 290.46, a person is authorized to use information disclosed in sex offender records only to protect a person at risk. These records cannot be used for purposes relating to any of the following: insurance, credit and loans, employment, education, and housing or accommodation for purposes other than to protect a person at risk.

Sexual offender registry searches are statewide searches of registered sex offender databases. Per state law, sex offenders must register each time they move domiciles. However, registrants may move and fail to notify proper law enforcement authorities of their change in residence. As a result, Trak-1 cannot guarantee the accuracy of the address information.

Trak-1 obtains a significant portion of its information from a variety of public record sources. Trak-1 reports only the most current information provided to Trak-1 by the public record source.





Awarded to

Ben Rogge

For participating in the

SYSTEM INTEGRATOR

Application Training Day



Trainer: André Pichette On March 8, 2019



Awarded to

Ben Rogge

For participating in the

SYSTEM FUNDAMENTALS

Application Training Day



Trainer: André Pichette On March 7, 2019

Presented to:

BEN ROGGE

For successful completion of **AV Associate**Provided by Extron

March 11, 2019
Date of Completion

Director of Education and Training



President





Benjamin Rogge

has completed

CP Series Training

effective on February 11, 2019

And is deemed qualified and entitled by QSC, LLC to all of the rights and benefits of such certification.

This certification does not expire.

Joseph Pham
President and
Chief Executive Officer

Jason Fernandez, Live Sound Training Specialist



DiGiCo U.K. and Group One Limited certifies that

Benjamin Rogge

Has attended and completed the DiGiCo SD Series Training

DiGiCo Masters Series Phoenix Arizona on 26/03/2019.

Kyle McMahon

DiGiCo Masters Series Instructor





Presented to:

BEN ROGGE

For successful completion of ECS Online Provided by Extron

> May 17, 2019 Date of Completion

Director of Education and Training



President



CERTIFIED



This is to certify that

Benjamin Rogge

has completed
KLA Series Training
effective on February 12, 2019

And is deemed qualified and entitled by QSC, LLC to all of the rights and benefits of such certification.

Joe Pham, Ph.D President & CEO

Patrick Heyn
Director of Marketing (Systems)
and Training & Education

PLD/CXD SERIES PROCESSING AMPLIFIERS

CERTIFIED



This is to certify that

Benjamin Rogge

has completed PLD & CXD Training

effective on February 11, 2019

And is deemed qualified and entitled by QSC, LLC to all of the rights and benefits of such certification.

Joe Pham, Ph.D President & CEO

Patrick Heyn
Director of Marketing (Systems)
and Training & Education





Benjamin Rogge

has completed

Q-SYS Control 101 Training

effective on April 3, 2019

And is deemed qualified and entitled by QSC, LLC to all of the rights and benefits of such certification.

This certification is valid through April 3, 2022

Joseph Pham

President and Chief Executive Officer Patrick Heyn

Director of Marketing & Training QSC Systems Business Unit





Benjamin Rogge

has completed

Q-SYS Control 201 Training (Classroom)

effective on May 10, 2019

And is deemed qualified and entitled by QSC, LLC to all of the rights and benefits of such certification.

This certification does not expire.

Joseph Pham

President and Chief Executive Officer

Patrick Heyn

Director of Marketing & Training QSC Systems Business Unit





Benjamin Rogge

has completed

Q-SYS Level 1 Training

effective on February 15, 2019

And is deemed qualified and entitled by QSC, LLC to all of the rights and benefits of such certification.

This certification is valid through February 15, 2022

Joseph Pham

President and Chief Executive Officer

Patrick Heyn

Director of Marketing & Training QSC Systems Business Unit

Touch Mix of the second of the



This is to certify that

Benjamin Rogge

has completed
TouchMix Training
effective on February 8, 2019

And is deemed qualified and entitled by QSC, LLC to all of the rights and benefits of such certification.

This certification is valid through February 8, 2024

Joe Pham, Ph.D President & CEO Patrick Heyn
Director of Marketing (Systems)
and Training & Education





Benjamin Rogge

This certificate verifies the above person has successfully completed the Williams Sound

Induction Loop Advanced Class - Held in Denver, CO on August 22, 2019.

This course is approved for __8__ CTS Renewal Units by the Independent InfoComm Certification Committee.

Course Instructor: Tony W. Strong, Williams Sound, LLC 10300 Valley View Road, Eden Prairie, MN 55344

Tony W. Strong

August 22, 2019

Instructor

Date Course Completed



This is to confirm that

Mitchell Morris

has successfully completed the following training course:

Element Level 1: Essentials for v2.6

Presented by the ETC Education Center

January 17, 2018

Ellen E. White ETC Education Center

Eller E. Whte.

Fred Foster

Founder and CEO, ETC, Inc.



This is to confirm that

Ken Gardner

Has completed the following training course:

LED Dimming

1.00 ASP Continuing Education

April 25, 2019

Sarah Danke Vice President, Professional Services

Sarah Danke

Eric Ostlund Field Service Manager



This is to confirm that

Ken Gardner

has successfully completed the following training course:

Level 1 Essentials for Eos Family Software v2.5

Presented by the ETC Education Center

January 30, 2018

Ellen E. White ETC Education Center

Eller E. Wht.

Fred Foster Founder and CEO, ETC, Inc.







<u>**Audinate**</u>

Certification

This certification is awarded to

Brian Ugorowski

For successfully completing

Dante Certification Level 1

12/06/2019

Issued Date



This course is approved for 2.0 CTS Renewal Units by the AVIXA Certification Committee.





Certification

This certification is awarded to

Brian Ugorowski

For successfully completing

Dante Certification Level 2

12/06/2019

Issued Date



This course is approved for either 2.0 CTS Renewal Units or 2.0 CTS-D Renewal Units by the AVIXA Certification Committee.





Certification

This certification is awarded to

Aaron Frisbie

For successfully completing

Dante Certification Level 2

04/09/2018

Issued Date



This course is approved for either 2.0 CTS Renewal Units or 2.0 CTS-D Renewal Units by the Independent InfoComm Certification Committee.





Certification

This certification is awarded to

Aaron Frisbie

For successfully completing the course

Shure Microflex Advance Training

26/01/2017	Never
Issued Date	Expiration Date

This is to confirm that

Ken Gardner

Has completed the following training course:

New Technician Training Prerequisites

Technical Training Prerequisites have been completed.

February 1, 2018

Sarah Danke

Vice President, Professional Services

Sarah Darke

Eric Ostlund Field Service Manager



CERTIFICATE OF COMPLETION





RYAN PEAVEY

Has diligently and with merit completed a

10-Hour OSHA Hazard Recognition Training for the Construction Industry Course on 11/2/2018

from the OSHA Education Center and the American Safety Council Inc., and is awarded 1.0 IACET CEU.

Director: Jeffrey Pairan



As an IACET Accredited Provider, American Safety Council Inc. offers CEUs for its programs that qualify under the ANSI/IACET Standard.



Mitch Van Dyke

has successfully completed requirements for

Adult and Pediatric First Aid/CPR/AED: valid 2 Years

Date Completed: 01/25/2019

conducted by: American Red Cross

Instructor: Chris Balke



ID: GX8IJL Scan code or visit: redcross.org/confirm





<u>**Audinate**</u>

Certification

This certification is awarded to

David Bauer

For successfully completing

Dante Certification Level 1

04/19/2019

Issued Date



This course is approved for 2.0 CTS Renewal Units by the AVIXA Certification Committee.









Awarded to

David Bauer

For participating in the

SYSTEM INTEGRATOR

Application Training Day



Trainer: André Pichette On March 8, 2019



Awarded to

David Bauer

For participating in the

SYSTEM FUNDAMENTALS

Application Training Day



Trainer: André Pichette On March 7, 2019



Awarded to

David Olson

For participating in the

SYSTEM INTEGRATOR

Application Training Day



Trainer: André Pichette On March 8, 2019



Awarded to

David Olson

For participating in the

SYSTEM FUNDAMENTALS

Application Training Day



Trainer: André Pichette On March 7, 2019



Awarded to

David Pisani

For participating in the

SYSTEM INTEGRATOR

Application Training Day



Trainer: André Pichette On March 8, 2019



Awarded to

David Pisani

For participating in the

SYSTEM FUNDAMENTALS

Application Training Day



Trainer: André Pichette On March 7, 2019





This Certifies That

DAVID OLSON

Has Successfully Completed

CRESTRON COMMERCIAL SYSTEM DESIGN

3/22/12 Date

Authorized Signature





This certifies that

DAVID OLSON

Crestron DigitalMedia™ certification program and is hereby awarded the title of has successfully completed the requirements of the

DigitalMedia Certified Designer

Certification Number

D-110-120330-6243

Authorized Signature

On this Nineteenth Day of April, Two Thousand Seventeen Presented to:

David Olson

For successful completion of

School of Emerging Technologies 4K

Provided by Extron Electronics

Jin Clemets

Director of Education & Training



nelas Calland

President

On this Third Bay of Becember, Two Thousand Fourteen Presented to:

David Olson

For successfully completing Extron Electronics' School of Emerging Technologies

Jin Clemets

Director of Education & Training



melas Children

President



Awarded to

David Olson

For participating in the

SYSTEM FUNDAMENTALS

Application Training Day



Trainer: Philip Reynolds On August 28, 2018



CERTIFICATE OF ATTENDANCE

TO CERTIFY THAT: DAVID OLSON

FROM: AVDB GROUP

HAS PARTICIPATED IN: THE SYSTEM INTEGRATOR TRAINING SEMINAR



Awarded on: 10/01/14

L-ACOUSTICS authorized trainer: (

: Chuly I white



Shure Incorporated
Presents the
Axient™ Training Certificate
TO

Nicholas Dressler

NAME

FOR SUCCESSFULLY COMPLETING AXIENT™ WIRELESS NETWORK TRAINING ON

March 14, 2012

DATE

Mark Humrichauser, General Manager





Fiber Network Training and Consulting Services Phoenix, AZ

Certificate of Completion

Nick Dressler

has successfully completed the following training modules:





Module

Fiber Optic Safety Standards and Regulatory Requirements ST/SC/LC Connector Terminations Hotmelt/Anaerobic Installation Practices Fiber Optic Connector - Visual Inspection Tier 1 Testing OLTS Test Bed Set-ups Source Driver Operations Optical Power Meter Operations

Level

Certified Installer Certified Installer



Jeffrey M. Dominique Chief Instructor

Issued: 01/07/2016 Serial #16010706FOCTPA

Nick Dressler

is hereby granted to

to certify the satisfactory completion of a course containing the following module(s):

3M™ Epoxy Connector Installation

3M™ Fiber Optic Safety

3M™ Connector Installation Practices

3M™ Principles of Fiber Optics







Certification issued from: FNT Fiber Network Training and Consulting Services Phoenix, Arizona: 602-414-0606

CERTIFIED LEVEL 2

QSC, LLC Costa Mesa, California, U.S.A.

This is to certify that

-

1000

7711111

Nicholas Dressler

has completed

Q-Sys Level 2 Training effective on June 23rd, 2016

And is deemed qualified and entitled by QSC, LLC to all of the rights and benefits of such certification.

Joseph Pham, President and Chief Executive Officer

Patrick Heyn Senior Manager, Training & Education



This certifies that

David Olson

has completed training on EAW's ADAPTive systems on this day, December 6, 2018

引 列 列 N

TJ Smith PRESIDENT

Jonas Domkus

TECHNICAL TRAINING INSTRUCTOR

CERTIFICATE OF COMPLETION

This is to confirm that

Mandy Brommel

From

Clearwing Systems

has successfully completed the following training course:

Recertification Technician Training

Presented by ETC Professional Services at the ETC Headquarters, Middleton, WI December 4th-8th, 2017

Sarah Darke

Sarah Danke Vice President, Professional Services

The Oxus

Eric Ostlund Field Service Manager, Professional Services



CERTIFICATE OF COMPLETION

This is to confirm that Chris Kockler

From

Clearwing Systems Integration

has successfully completed the following training course:

Recertification Technician Training

Presented by ETC Professional Services at the ETC Headquarters, Middleton, WI September 24-28, 2018

Sarah Danke

Sarah Danke Vice President, Professional Services

Ten Oxun

Eric Ostlund Field Service Manager, Professional Services



This is to confirm that

Jill Maurer

Has completed the following training course:

Rig901-Introduction to Prodigy

1.00 ETCP Renewal Credit(s)

1 Point of ETCP continuing education credit.

October 29, 2018

Sarah Danke

Vice President, Professional Services

Sarah Darke

Eric Ostlund

Field Service Manager



This is to confirm that

Chris Kockler

from

Clearwing Systems Integration

Has completed the training seminar entitled

Mosaic Designer 2 Boot Camp

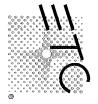
Held at Electronic Theatre Controls

Middleton, WI

Monday February 22 through Tuesday February 23 2016

Danah Davice

Services	VP Professional	Sarah Danke
	Field Service Manager	Eric Ostlund



This is to confirm that

Mitchell Morris

Has completed the following training course:

New Technician Training Prerequisites

Technical Training Prerequisites have been completed.

January 17, 2018

Sarah Danke

Vice President, Professional Services

Sarah Darke

Eric Ostlund

Field Service Manager





TECHNICIAN:

Mitch Van Dyke

ETCP CERTIFIED:

Entertainment Electrician

CERTIFICATION NUMBER

2664

EXPIRES:

10/9/2022

To confirm certification see http://etcp.esta.org

This is to confirm that

Ken Gardner

Has completed the following training course:

DMX Theory, Operation and Troubleshooting

1.00 ETCP Renewal Credit(s)

December 20, 2018

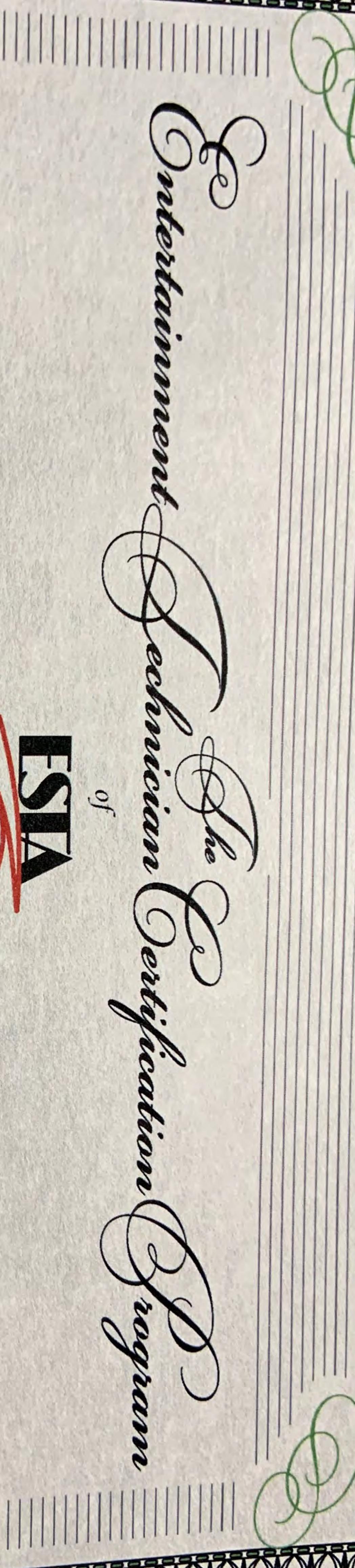
Sarah Danke

Vice President, Professional Services

Sarah Danke

Eric Ostlund Field Service Manager





Mitchell Allen Mor

d the requirements prescribed under the Entertainment Technician (in the discipline herein specified and is hereby designated as

ETCP Rigger - Theatr

for a period of five (5) years commencing on Issuance Date set forth

0, 2019

3079

Presented

TIM HANSEN,

JUDIES LAUVE,

On this Eleventh Day of January, Two Thousand Seventeen

Presented to:

JEREMY MILLER

For successful completion of

AV Associate

Provided by Extron Electronics

Director of Education and Training



Anda Palane

FORKLIFT OPERATOR AUTHORIZATION CARD

TYPE / MAKE / MODEL CAPACITY SUPERVISOR/DRIVING EVALUATOR

CHILLS BALKE

Training Materials Provided By:

forkliftsafety-com

The "NATION'S LEADER" in Forklift Operator Training
P.O. Box 60577 • Boulder City, NV 89006-0577
(702) 294-3970 • www.forkliftsafety.com

FORKLIFT OPERATOR AUTHORIZATION

MITCH VAN DYKE	S/14/16
EMPLOYEE OF (COMPANY) CUEATUMNA Productions	S/16/19
AUTHORIZED SIGNATURE Mb B - Cle	TECH
() CHECK THE COMPLETED TRAINING REQUIREMENTS CLASSROOM INSTRUCTION WRITTEN TEST	A DRIVING TEST
OPERATOR SIGNATURE	NOT TRANSFERABLE CARD MUST BE

CARD MUST BE
CARRIED AT ALL TIMES
WHEN OPERATING
FORKLIFTS



CERTIFICATE OF ACHIEVEMENT

this document certifies that

Aaron Frisbie

with

CLEARWING SYSTEMS INTEGRATION LLC

has completed

CT232: AMX Installer | Control System Commissioning for AV Professionals (Instructor Led)

Achievement Date 2016-05-05

12.00 credits





CERTIFICATE OF ACHIEVEMENT

this document certifies that

Aaron Frisbie

with

CLEARWING SYSTEMS INTEGRATION LLC

has completed

Harman Certified Control Professional | Commissioning Certification

Achievement Date 2016-05-18

Expiration Date

2019-05-18









Certification

This certification is awarded to

Aaron Frisbie

For successfully completing

Dante Certification Level 1

01/03/2017

Issued Date



Never

Expiration Date





On this Seventh Day of July, Two Thousand Sixteen

Presented to:

AARON FRISBIE

For successful completion of

Configuring for Control

Provided by Extron Electronics

Director of Education and Training



hula Phlank

On this Nineteenth Day of January, Two Thousand Eighteen

Presented to:

AARON FRISBIE

For successful completion of

Extron Control Professional

Provided by Extron

Director of Education and Training



On this Eleventh Day of August, Two Thousand Seventeen

Presented to:

AARON FRISBIE

For successful completion of

Extron Control Specialist

Provided by Extron Electronics

Director of Education and Training



On this Eighth Day of July, Two Thousand Sixteen

Presented to:

AARON FRISBIE

For successful completion of

Control Systems Design (2nd edition)

Provided by Extron Electronics

Director of Education and Training



who O'Elland

On this Eighth Day of July, Two Thousand Sixteen

Presented to:

AARON FRISBIE

For successful completion of

Digital Design (3rd edition)

Provided by Extron Electronics

Director of Education and Training



hely Pelland

On this Eighth Day of July, Two Thousand Sixteen

Presented to:

AARON FRISBIE

For successful completion of

GUI Design (Rev. B)

Provided by Extron Electronics

Director of Education and Training



On this Second Day of August, Two Thousand Sixteen

Presented to:

AARON FRISBIE

For successful completion of

XTP-T Online

Provided by Extron Electronics

Director of Education and Training









Fox Valley Technical College

Hereby Certifies That

Mitchell VanDyke

has satisfactorily demonstrated safe operation of the following equipment:

- > Rough Terrain Fork Truck
 - > Heavy Fork Truck
 - > Articulating Ariel Lift
 - > Scissors Lift
 - > Skid Steer Loader
- Ride-On Trencher / Excavator
- Transporting and Trailering

September 21, 2012
Class End Date

Greg Koshollek & Patrick Jensen
Instructor(s)



Breianne Miller

Successfully completed the program requirements for Contract & Commercial Management Certification and is awarded the status of

Associate (CCMA)

Z

Tim Cummins
President, IACCM





This Certification is only valid with active IACCM membership and can be authenticated at www.iaccm.com IACCM Americas/Worldwide Headquarters 90 Grove Street, Ridgefield, CT 06877, USA



Breianne Miller

Successfully completed the program requirements for

Contract & Commercial Management Certification and is awarded the status of

Practitioner (CCMP)



Tim Cummins
President, IACCM

Certificate Number

070419005

07 Apr 2019



This Certification is only valid with active IACCM membership and can be authenticated at www.iaccm.com IACCM Americas/Worldwide Headquarters 90 Grove Street, Ridgefield, CT 06877, USA



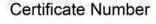
Breianne Miller

Successfully completed the program requirements for

Fundamentals Program



Tim Cummins
President, IACCM



190119005

19 Jan 2019





This certificate is presented to

David Bauer

For successfully completing

Integrated Systems Certification Level 1

04/27/2019 04/27/2021

Issued Date Expiration Date



Awarded to

Jeff Steele

For participating in the

SYSTEM INTEGRATOR

Application Training Day



Trainer: André Pichette On March 8, 2019



Awarded to

Jeff Steele

For participating in the

SYSTEM FUNDAMENTALS

Application Training Day



Trainer: André Pichette On March 7, 2019



CERTIFIED TECHNOLOGY SPECIALIST

Jeremy Miller

CTS® designation. Conduct, and is therefore entitled to use the name Certified Technology Specialist and the of Certified Technology Specialists, has agreed to abide by the CTS Code of Ethics and has been examined and has demonstrated competence in all technical aspects of a Certified Committee necessary for professional competency, is in good standing in the Directory Technology Specialist™, has met the requirements of the AVIXA independent Certification

Juny W. Que

Jeremy Caldera, CTS-D, CTS-I Chair, AVIXA independent Certification Committee







International Standard ISO/IEC 17024:2012 Standard General Requirements for Bodies Operating Certification Schemes of Persons program. The AVIXA Certified Technology Specialist certification is accredited by the American National Standards Institute (ANSI) under the



CERTIFIED TECHNOLOGY SPECIALIST

Installation

Jeremy Miller

independent Certification Committee necessary for professional competency, is in good Certified Technology SpecialistTM-Installation, has met the requirements of the AVIXA has been examined and has demonstrated competence in all technical aspects of a Technology Specialist-Installation and the CTS®-I designation. CTS Code of Ethics and Conduct, and is therefore entitled to use the name Certified standing in the Directory of Certified Technology Specialists, has agreed to abide by the

Date of Expiration October 31, 2017 Effective Date

Certification Number October 31, 2020

Certification Committee

Chair, AVIXA independent Jeremy Caldera, CTS-D, CTS-I from he are









CERTIFICATE OF TRAINING

Awarded to

Jeremy Miller

For participating in the

SYSTEM INTEGRATOR

Application Training Day



Trainer: André Pichette On March 8, 2019



CERTIFICATE OF TRAINING

Awarded to

Jeremy Miller

For participating in the

SYSTEM FUNDAMENTALS

Application Training Day



Trainer: André Pichette On March 7, 2019





Certificate of Achievement

Mandy Brommel

has successfully completed

2019 Kevin Mitnick Security Awareness Training - 15 min

August 11, 2019



Certificate of Achievement

Chris Kockler

Clearwing

has successfully achieved the status of

Certified Specialist

For

HDX, HDF, HDQ Operations, Applications & Service

Issue date: February 3, 2016 Valid until: February 3, 2018

Bruce Allers
CSE & Certified Trainer

0610253



DIGITAL CINEMA

Certificate of Achievement

Chris Kockler

Clearwing Productions

has successfully achieved the status of

Barco Certified Specialist

Į Š

Digital Cinema Installation & Basic Maintenance

Issue date: Valid until:

July 15, 2016 July 15, 2018

> Treston Vorac CSE & Certified Trainer



Certificate of Achievement

Chris Kockler

Has successfully completed

Cinema - Barco High Brightness Safety training

My Unpay

Monique Carpaij

Director Talet & Org. Development

Piet Vandenheede

Director Global Product training

Completed on 27/Feb/2018

Valid for 2 years while staying with the same employer.

CI - SIFIED



This is to certify that

Chris Kockler

has completed
Q-SYS Level TWO Classroom Training
effective on January 15, 2018

And is deemed qualified and entitled by QSC, LLC to all of the rights and benefits of such certification.

Joe Pham, Ph.D President & CEO

Patrick Heyn
Director of Marketing (Systems)
and Training & Education

This is to confirm that

Mandy Brommell

from

Clearwing Systems Integration

Has completed the training seminar entitled

Mosaic Designer 2 Boot Camp

Held at Electronic Theatre Controls Middleton, WI

Monday February 22 through Tuesday February 23 2016

Sarah Danke





CERTIFICATE OF COMPLETION

This is to confirm that

Mandy Brommel

From

Clearwing Systems

has successfully completed the following training course:

Rigging Installation Training

Presented by ETC Professional Services at the ETC Headquarters, Middleton, WI April 18-19, 2017

Stu Schatz Rigging PS Manager

etcconnect.com



CERTIFICATE OF COMPLETION

This is to confirm that

Mandy Brommel

From

Clearwing Systems

has successfully completed the following training course:

Rigging Installation Training

Presented by ETC Professional Services at the ETC Headquarters, Middleton, WI April 18-19, 2017

Stu Schatz Rigging PS Manager





Fiber Network Training and Consulting Services Phoenix, AZ

Certificate of Completion

Mandy Brommel

has successfully completed the following training modules:





Module

Fiber Optic Safety
Standards and Regulatory Requirements
ST/SC/LC Connector Terminations
Hotmelt/Anaerobic Installation Practices
Fiber Optic Connector - Visual Inspection
Tier 1 Testing
OLTS Test Bed Set-ups
Source Driver Operations
Optical Power Meter Operations

Level

Certified Installer Certified Installer



Jeffrey M. Dominique Chief Instructor

Issued: 01/07/2016 Serial #16010704FOCTPA

Certificate issued from Fiber Network Training and Consulting Services - Phoenix, AZ 602.414.0606



is hereby granted to

Mandy Bronnel to certify the satisfactory completion of a course containing the following module(s):

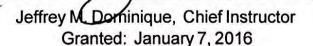
3M™ Epoxy Connector Installation

3M™ Fiber Optic Safety

3M™ Connector Installation Practices

3M™ Principles of Fiber Optics











Certification issued from: FNT Fiber Network Training and Consulting Services

Phoenix, Arizona: 602-414-0606

Certificate # 16010704FOCTPA

Certificate of Competency



Malinda Brommel

has successfully completed the course

EnvisionProject Level 1

19 January 2017

this certification is valid for 2 years from date of issue



Kym Price
Philips Dynalite
Head of Indoor Systems



This is to confirm that

Mandy Brommel

from

Clearwing Systems Integration

completed the training seminar entitled

New Technician Training

Held at Electronic Theatre Controls, Inc Middleton, WI Monday, October 12 through Friday, October 16, 2015

Sarah Janke

Sarah Danke

VP Professional Services





CERTIFICATE OF COMPLETION

This is to confirm that

Jill Maurer

From

Clearwing

has successfully completed the following training course:

Rigging Recertification

Presented by ETC Professional Services at the ETC Headquarters, Middleton, WI October 2018

Sarah Danke

Vice President, Professional Services

Esic Ostund

Eric Ostlund

Field Service Manager, Professional Services









TO CERTIFY THAT

MICHAEL JONAS

HAS PARTICIPATED IN THE

K2 SYSTEM

TRAINING MODULE

Jann Falle







TO CERTIFY THAT

MICHAEL JONAS

HAS PARTICIPATED IN THE

KARA SYSTEM

TRAINING MODULE

Jann Falle



CERTIFICATE OF ATTENDANCE SYSTEM FUNDAMENTALS



TO CERTIFY THAT

MICHAEL JONAS

HAS PARTICIPATED IN THE

- AMPLIFIED CONTROLLERS
- SOUNDVISION BASICS

TRAINING MODULES

Jann Falise



CERTIFICATE OF TRAINING

Awarded to

Michael Magre

For participating in the

SYSTEM INTEGRATOR

Application Training Day



Trainer: André Pichette On March 8, 2019



CERTIFICATE OF TRAINING

Awarded to

Michael Magre

For participating in the

SYSTEM FUNDAMENTALS

Application Training Day



Trainer: André Pichette On March 7, 2019

Listen Technologies Corporation

One-Day: Integration & Commissioning of Hearing Loops

This certifies that: Mike Jonas

Has completed a full day and is certified as a Listen Hearing Loop Integrator capable of meeting the performance standards of the IEC60118-4. Completion of this session along with a properly executing Hearing Loop Level 2 Dealer Agreement allows purchase of the entire Listen Hearing Loop product line. This course is approved for 4 CTS Renewal Units by the Independent InfoComm Certification Committee.

Andrew Glasmacher Product Training Manager







Dertified Technology Specialist

Michael Jonas

has been examined and has demonstrated competence in all technical aspects of a Certified CTS® designation. of Certified Technology Specialists, has agreed to abide by the CTS Code of Ethics and Committee necessary for professional competency, is in good standing in the Directory Technology Specialist, has met the requirements of the InfoComm independent Certification Conduct, and is therefore entitled to use the name Certified Technology Specialist and the

Effective Date March 18, 2015

Date of Expiration March 31, 2018

Certification Number 1332647

Richard F. Kowalske II, CTS-D, CTS-I Chair, InfoComm independent

Certification Committee





The InfoComm Certified Technology Specialist certification is accredited by the American National Standards Institute (ANS) under the International Standard ISO/IEC 17024 General Requirements for Bodies Operating Certification Schemes of Persons program.



Jertified Technology Specialist Installation

Michael Jonas

and the CTS®-I designation. has been examined and has demonstrated competence in all technical aspects of a Certified Conduct, and is therefore entitled to use the name Certified Technology Specialist-Installation Directory of Certified Technology Specialists, has agreed to abide by the CTS Code of Ethics and Certification Committee necessary for professional competency, is in good standing in the Technology Specialist™-Installation, has met the requirements of the InfoComm independent

Effective Date March 21, 2016

March 31, 2019 Date of Expiration

Certification Number

Jeremy Caldera, CTS-D, CTS-Chair, InfoComm independent kun W. Che

Certification Committee





The InfoComm Certified Technology Specialist certification is accredited by the American National Standards Institute (ANS) under the International Standard ISO/IEC 17024:2012 Standard General Requirements for Bodies Operating Certification Schemes of Persons program







Certification

This certification is awarded to

Mike Jonas

For successfully completing

Dante Certification Level 1

01/13/2017

Issued Date



Never

Expiration Date











Certification

This certification is awarded to

Mike Jonas

For successfully completing

Dante Certification Level 2

01/16/2017

Issued Date



Never

Expiration Date

This is to confirm that

Mike Jonas

from

Clearwing Productions

completed the training seminar entitled

New Technician Training

Held at Electronic Theatre Controls Middleton, WI Monday, January 20 through January 24, 2014

Sorah Danke

D. Baggess

Sarah Danke Dan Boggess

VP Professional Services Field Service Manager



This is to confirm that

Mike Jonas

from

Clearwing Systems

Completed the training seminar entitled

Recertification Training

Monday, February 15 through Friday, February 19, 2016 Held at Electronic Theatre Controls, Inc Middleton, WI

Sarah Darke

Sarah Danke

VP Professional Services

*

Eric Ostlund

Field Service Manager



This is to confirm that

Mike Jonas

from

Clearwing Systems Integration

Has completed the training seminar entitled

Mosaic Designer 2 Boot Camp

Held at Electronic Theatre Controls

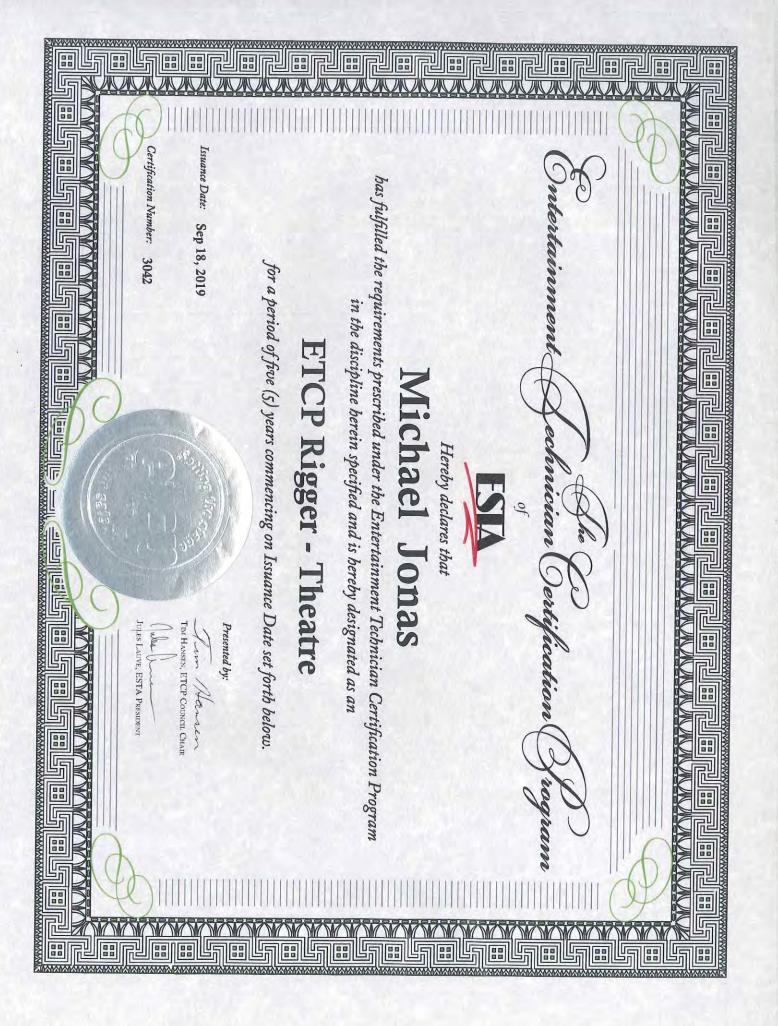
Middleton, WI

Monday February 22 through Tuesday February 23 2016

Sarah Davie







On this Fifteenth Day of April, Two Thousand Sixteen Presented to:

Mike Jonas

For successful completion of requirements for and attaining the title of



Oir Clemeto

Director of Education and Training



redu ! Elleur

President

On this Twelfth Day of April, Two Thousand Sixteen Presented to:

Mike Jonas

For successful completion of

School of Emerging Technologies

Provided by Extron Electronics

In Clements

Director of Education and Training



idus (! Elbank

President



Fiber Network Training and Consulting Services Phoenix, AZ

Certificate of Completion

Mike Jonas

has successfully completed the following training modules:





Module

Fiber Optic Safety Standards and Regulatory Requirements ST/SC/LC Connector Terminations Hotmelt/Anaerobic Installation Practices Fiber Optic Connector - Visual Inspection Tier 1 Testing OLTS Test Bed Set-ups Source Driver Operations Optical Power Meter Operations

Level

Certified Installer Certified Installer



Jeffrey M. Dominique Chief Instructor

01/07/2016 Issued: Serial #16010707FOCTPA

Sertificate of Completion is hereby granted to

Mike Jonas

to certify the satisfactory completion of a curse containing the following module(s):

3M™ Epoxy Connector Installation

3M™ Connector Installation Practices

3M™ Principles of Fiber Optics

3M™ Fiber Optic Safety

Jeffrey M. Dominique, Chief Instructor

Bicsi

Granted: January 7, 2016

Certification issued from: FNT Fiber Network Training and Consulting Services

Phoenix, Arizona: 602-414-0606





Certificate # 16010707FOCTPA



InfoComm International

Certificate of Completion

Michael Jonas, CTS

successfully completed

IUPC11 - Installation 1: System Fabrication

on

June 15, 2015

24 RUs

24 Hours



OSHA

002257330



U.S. Department of Labor Occupational Safety and Health Administration

Michael R. Jonas

has successfully completed a 10-hour Occupational Safety and Health Training Course in

Construction Safety & Health

Bryan Beamer, Ph.D. PE CSP

5/7/09

(Trainer)

(Date)



36-601398463

This card acknowledges that the recipient has successfully completed a 30-hour Occupational Safety and Health Training Course in Construction Safety and Health

Mike Jonas

Peter Rice 97357
(Trainer name – print or type)

4/13/2016

(Course end date)

Shure Audio Institute - Americas

Certification

This certification is awarded to

Mike Jonas

For successfully completing the course

Shure Microflex Advance Training

02/02/2017	Never	
Issued Date	Expiration Date	



CERTIFICATE OF TRAINING

This certificate is presented to

Mike Jonas

For successfully completing

Networking for AV Professionals - Part 1 (The Basics)

03/05/2019 03/05/2021

Issued Date Expiration Date



CERTIFICATE OF TRAINING

This certificate is presented to

Mike Jonas

For successfully completing

Wireless Basics

02/15/2019 02/15/2021

Issued Date Expiration Date



This certifies that

Jeremy Miller

has successfully completed

DM Certified Designer - 4K (DMC-D-4K)

& Baranlewidge

Authorized Signature

Date

2/1/2017

InfoComm International

Certificate of Completion

Jeremy Miller

successfully completed

Essentials of AV Technology

on

August 19, 2016



InfoComm International

Certificate of Completion

Jeremy Miller

successfully completed

InfoComm-Recognized AV Technologist

on **August 22, 2016**



CERTIFICATE OF COMPLETION

This is to confirm that

Ken Gardner

From

Clearwing Systems Integration

has successfully completed the following training course:

New Technician Training

Presented by ETC Professional Services at the ETC Headquarters, Middleton, WI May 7-11th

Sarah Danke

Vice President, Professional Services

Fric Octland

Eric Ostlund

Field Service Manager, Professional Services

Rie Othin





CERTIFICATE OF TRAINING

Awarded to

Nick Dressler

For participating in the

SYSTEM INTEGRATOR

Application Training Day



Trainer: André Pichette On March 8, 2019



CERTIFICATE OF TRAINING

Awarded to

Nick Dressler

For participating in the

SYSTEM FUNDAMENTALS

Application Training Day



Trainer: André Pichette On March 7, 2019

On this Fifth Bay of Becember, Two Thousand Fourteen Presented to:

David A. Olson

For successfully completing requirements for and attaining the title of



XTP Systems Engineer

In Clements

Director of Education
& Training

ON SERVICE

Indus Chank



CERTIFIED TECHNOLOGY SPECIALIST

David Olson

CTS® designation. of Certified Technology Specialists, has agreed to abide by the CTS Code of Ethics and Conduct, and is therefore entitled to use the name Certified Technology Specialist and the Committee necessary for professional competency, is in good standing in the Directory Technology Specialist™, has met the requirements of the AVIXA independent Certification has been examined and has demonstrated competence in all technical aspects of a Certified

Effective Date
June 8, 2019
Date of Expiration
June 30, 2022
Certification Number

Luke Jordan, CTS-I Chair, AVIXA independent Certification Committee











Certification

This certification is awarded to

David Olson

For successfully completing

Dante Certification Level 1

09/01/2019

Issued Date



This course is approved for 2.0 CTS Renewal Units by the AVIXA Certification Committee.





Certification

This certification is awarded to

David Olson

For successfully completing

Dante Certification Level 2

10/07/2019

Issued Date



This course is approved for either 2.0 CTS Renewal Units or 2.0 CTS-D Renewal Units by the AVIXA Certification Committee.



> CareerSafe®

presents

Certificate of Completion

to

Mitch Van Dyke

has completed the OSHA 10-Hour General Industry Course. All requirements have been satisfactorily met.

Trainer:	Andrea Foster Mack	Date:	November 08, 2016
manici.		Date	

As an OSHA authorized trainer, I verify that I have conducted this OSHA outreach training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my authorizing OSHA training organization. Upon successful review of my documentation, I will provide each student his or her completion card within 90 days of the end of class.

www.careersafeonline.com



15-702011580

This card acknowledges that the recipient has successfully completed:

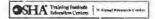
10-hour General Industry Safety and Health

This card issued to:

JILL MAURER

Joe Aldridge Trainer Name 01/28/2018

Date of Issue



1-800-626-4748 www.wvusafetyandhealth.org

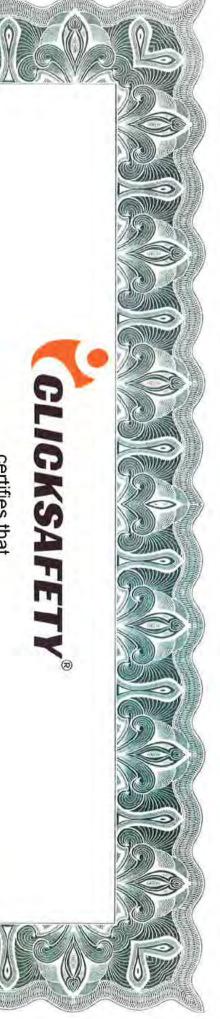
OSHA recommends Outreach Training Courses as an orientation to occupational safety and health for workers. Participation is voluntary, Workers must receive additional training on specific hazards of their job. This course completion card does not expire.

Use or distribution of this eard for fraudulent purposes, including false claims of having received training, may result in prosecution under 18 U.S.C. 1001. Potential penalties include substantial criminal fines, imprisonment up to 5 years, or both.

To verify this training, scan the QR code with your mobile device



Rev. 1/2016



certifies that

MICHAEL MAGNE

has successfully completed

OSHA 30 Hour Construction

and has earned 3 IACET CEUs and 30.3 Contact Hours.

This course was developed and presented by ClickSafety.com, Inc.



28757693

SERIAL NUMBER

COMPLETION DATE

COURSE DURATION

30.25 HOURS

Peter Rice

TRAINER

As an OSHA-Authorized Online Outreach Training Provider, Clicksafety certifies that this Outreach Training Program course was conducted in accordance with the OSHA Outreach Training Program Requirements and Procedures.ClickSafety will document this class to the OSHA Directorate of Training and Education. Upon successful review of the documentation, ClickSafety will provide each student their DOL OSHA card within 90 days of the completion date of the OSHA course. support@clicksafety.com







Ryan Peavey

has completed

Q-SYS Level 1 Training

effective on May 14, 2019

And is deemed qualified and entitled by QSC, LLC to all of the rights and benefits of such certification.

This certification is valid through May 14, 2022

Joseph Pham

President and Chief Executive Officer

Patrick Heyn

Director of Marketing & Training QSC Systems Business Unit





Brian Ugorowski

has completed

Q-SYS Level 1 Training

effective on October 22, 2019

And is deemed qualified and entitled by QSC, LLC to all of the rights and benefits of such certification.

This certification is valid through October 22, 2022

Joseph Pham

President and Chief Executive Officer

Patrick Heyn

Director of Marketing & Training QSC Systems Business Unit



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Nick Dressler

has completed

Q-SYS Level 1 Training (Online)

effective on May 17th, 2016

rights and benefits of such certification.

And is deemed qualified and entitled by QSC, LLC to all of the

This certification is valid through May 17th, 2019

Chief Executive Officer Joseph Pham, President and

Senior Manager, Training & Education Patrick Heyn





Ryan Peavey

has completed

Q-SYS Level TWO Classroom Training

effective on June 6, 2019

And is deemed qualified and entitled by QSC, LLC to all of the rights and benefits of such certification.

This certification does not expire.

Joseph Pham

President and Chief Executive Officer

Patrick Heyn

Director of Marketing & Training QSC Systems Business Unit



Chris Kockler

has successfully completed requirements for

Adult and Pediatric First Aid/CPR/AED: valid 2 Years

Date Completed: 09/11/2019

conducted by: American Red Cross

Instructor: Patrick Aiken



ID: GYFZIU Scan code or visit: redcross.org/confirm

Presented to:

RYAN PEAVEY

For successful completion of Audio Principles
Provided by Extron

December 13, 2018
Date of Completion

Director of Education and Training



Presented to:

RYAN PEAVEY

For successful completion of **AV Associate**Provided by Extron

December 18, 2018
Date of Completion

Director of Education and Training





CERTIFICATE OF TRAINING

Awarded to

Ryan Peavey

For participating in the

SYSTEM INTEGRATOR

Application Training Day



Trainer: André Pichette On March 8, 2019

Presented to:

RYAN PEAVEY

For successful completion of Signal Processing and Distribution Principles Provided by Extron

December 18, 2018
Date of Completion

Director of Education and Training





CERTIFICATE OF TRAINING

Awarded to

Ryan Peavey

For participating in the

SYSTEM FUNDAMENTALS

Application Training Day



Trainer: André Pichette On March 7, 2019

Presented to:

RYAN PEAVEY

For successful completion of Connectivity Principles Provided by Extron

December 18, 2018

Date of Completion

Director of Education and Training



Presented to:

RYAN PEAVEY

For successful completion of Control Principles
Provided by Extron

December 18, 2018
Date of Completion

Director of Education and Training



Presented to:

RYAN PEAVEY

For successful completion of Fiber Optic Principles Provided by Extron

December 18, 2018

Date of Completion

Director of Education and Training



Presented to:

RYAN PEAVEY

For successful completion of Networking Principles Provided by Extron

December 13, 2018

Date of Completion

Director of Education and Training



Presented to:

RYAN PEAVEY

For successful completion of Streaming Principles Provided by Extron

December 18, 2018

Date of Completion

Director of Education and Training



Presented to:

RYAN PEAVEY

For successful completion of Video Principles
Provided by Extron

December 12, 2018
Date of Completion

Director of Education and Training





CERTIFICATE OF TRAINING

Awarded to

Sam Brunclik

For participating in the

SYSTEM INTEGRATOR

Application Training Day



Trainer: André Pichette On March 8, 2019



CERTIFICATE OF TRAINING

Awarded to

Sam Brunclik

For participating in the

SYSTEM FUNDAMENTALS

Application Training Day



Trainer: André Pichette On March 7, 2019



CERTIFICATE OF ATTENDANCE

TO CERTIFY THAT: DAVE TEMBY

FROM: CLEARWING PRODUCTIONS ARIZONA

HAS PARTICIPATED IN: THE SYSTEM INTEGRATOR TRAINING SEMINAR



Awarded on: 07/18/12

L-ACOUSTICS authorized trainer:



CERTIFICATE OF ATTENDANCE

TO CERTIFY THAT: DAVE TEMBY

FROM: CLEARWING PRODUCTIONS ARIZONA

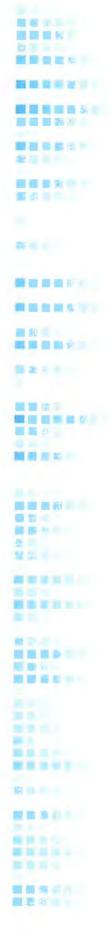
HAS PARTICIPATED IN: THE SYSTEM INTEGRATOR TRAINING SEMINAR



Awarded on: 07/18/12

L-ACOUSTICS authorized trainer:





This is to certify that

Aaron Frisbie

has completed
Q-SYS Level 1 Training (Online)
effective on March 3rd, 2016

And is deemed qualified and entitled by QSC, LLC to all of the rights and benefits of such certification.

QSC, LLC Costa Mesa, California, U.S.A.

-

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This certification is valid through March 3rd, 2019

Joseph Pham,
President and
Chief Executive Officer

Patrick Heyn Senior Manager, Training & Education

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QSC Audio Products, LLC Costa Mesa, California, U.S.A.

This is to certify that Mike Jonas

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effective on September 18th, 2015 Q-Sys Level 2 Training has completed

And is deemed qualified and entitled by QSC Audio Products, LLC to all of the rights and benefits of such certification.

Chief Executive Officer President and Joseph Pham,

LOW

Senior Manager, Patrick Heyn

Iraining & Education

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CERTIFIED LEVEL 2



This is to certify that Aaron Frisbie

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STAR

M 45

 has completed
Q-Sys Level 2 Training
effective on June 16th, 2016

And is deemed qualified and entitled by QSC, LLC to all of the rights and benefits of such certification.

Joseph Pham,
President and
Chief Executive Officer

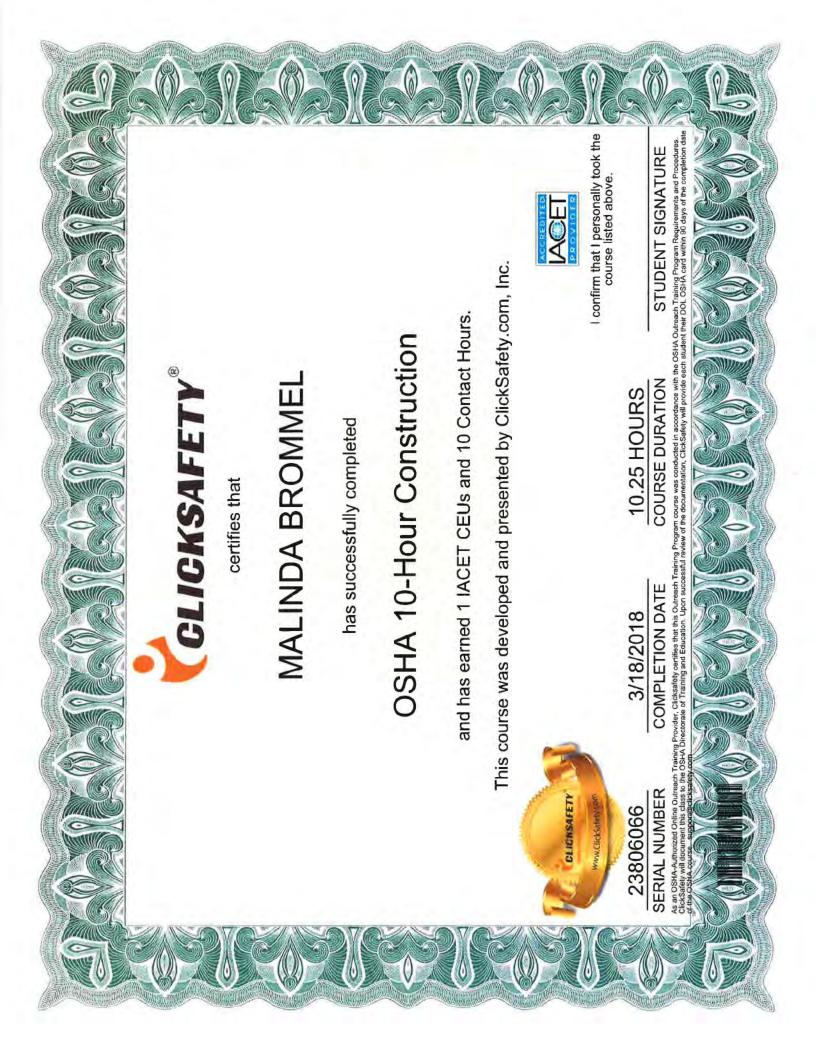
Patrick Heyn Senior Manager, Training & Education · 次四日日日日

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TESIRA FORTÉ

BIAMP SYSTEMS CERTIFIES THAT

AARON FRISBIE

HAS SUCCESSFULLY COMPLETED ALL REQUIREMENTS OF BIAMP'S TESIRAFORTÉ TRAINING COURSE.



S SYSTEM



EXECUTIVE VICE PRESIDENT GRAEME HARRISON OF MARKETING





Appendix J: SUPPLEMENTARY CATALOGS AND CONSUMER INFORMATION

Tab 8

To Include:

Supplementary Catalogs and Consumer Information (Appendix J)



Clearwing provides audiovisual and entertainment lighting products that are revered for dependability, ingenuity, and durability. Exceptional equipment combined with our adept sales and systems integration staff has led to Clearwing being considered a go-to audiovisual organization both regionally and nationally.

AVI. SYSTEM INSTALLATION

Clearwing Systems Integration expertly installs audiovisual and entertainment lighting solutions for schools, stadiums, arenas, and theaters nationwide.

AVI. EQUIPMENT NALES

Clearwing Pro Shops carry a vast in-stock inventory of audiovisual and entertainment lighting gear, accessories, and expendables.

CO-OF PURCHASING CONTRACTS

Clearwing is under contract with Mohave and OMNIA

Partners, to provide audiovisual and entertainment lighting
products and services at a guaranteed price. Under these
contracts, Members are able to streamline purchasing by
eliminating the bid process.

MOHAVE

CONTRACT NUMBER - 16R-WING-0414 mohave@clearwing.com

Clearwing's contract with Mohave covers:

Entertainment Lighting

Rigging

MOHAVE CONTACT

Michael Carter, CPPB Contract Specialist I michael@mesc.org (928) 718-3222

OMNIA PARTNERS

CONTRACT NUMBER - R160902
omniapartners@clearwing.com

Clearwing's contract with OMNIA PARTNERS covers:

Audiovisual Equipment Audiovisual Accessories Audiovisual Services Entertainment Lighting Rigging Drapery

OMNIA PARTNERS CONTACT

Deborah Bushnell, CTSB0Contract Manager – Public Sector deborah.bushnell@omniapartners.com (713) 554-7348



WISCONSIN / ARIZONA / COLORADO / CALIFORNIA

CSI AZROC 299258, 296081



(414) 258 6333 | OFFICE (414) 258 7722 | FAX

(602) 850 6333 | **OFFICE** (602) 344 7722 | **FAX**

AZROC 299258 CSI AZROC 296081





Absen **Acoustics First** AKG Alcorn McBride Allen & Heath Altman Lighting American DJ **AMX Analog Way Anchor Audio** Apollo Design Technology **Applied Electronics Architectural Accoustics** Ashlv

AT **Atlas Sound Audio Technica** Auralex

Automatic Devices Company Crestron Avid Aviom **Avolites** Barco BellaTEX Ben0 BeyerDynamic Black Magic **Blizzard Lighting Bogen Manfrotto** Bose

BSS Audio Canto USA Chamsvs Chauvet Chief Christie Chroma0 CITC City Theatrical Clay Paky

Clear-Com CM Rigging Color Imagination **Color Kinetics**

Community Cosmic Truss Countryman Associates

Crestron Crimson AV Crown Audio Daktronics Da-Lite **DB Technologies**

DBX Professional DiGiCo

Doug Fleenor Design

DPA Microphones Draper Drawmer **Earthworks** FΔW

Elation Professional Electro-Voice

ETC Extron **Focus Rite** Froggy's Fog Furman **Galaxy Audio** Gator GDS Genelec **German Light Products**

GLP Gilderfluke **Global Truss** Gotham **Grass Valley GTC Industries H&H Specialties High End Systems**

Hosa Innovox Audio Jands JBL

Johnson Systems JR Clancy K&M Kino Flo

Klark-Teknik

L-Acoustics Lab.Gruppen Le Maitre Lectrosonics Lee Filters Leprecon Leviton Lex Products Lexicon Lightolier

Littlite **Look Solutions** Lycian Lyntec

Listen Technologies

MA Lighting Mackie Martin Audio

Martin Professional Matthews Studio Equipment

MDG Fog Mega Systems Meyer Sound Midas Middle Atlantic Products

MIDI Solutions Mole Richardson

Motion Laboratories NEC

NEXO One Systems **Panasonic Pathway Connectivity**

Neumann

Pioneer **Premier Mounts** Presonus **Primacoustic**

Professional Wireless R & R Cases **Radial Engineering**

Rane Rapco Horizon

RDL Radio Design Labs Reel FX

Robe Lighting Robe

Roland Rosco Rose Brand Ross RTS Sennheiser Shure

Show Solutions SKB Soundcraft SSRC Stage Maker **Staging Concepts Staging Dimensions** Strand Lighting Strike Strong Lighting Sumner

SurgeX Swisson of America T.C. Electronics Tannov Tascam Technomad **Tectonic Audio Labs** Telex The Light Source

Thern TMB **TOA Electronics** Tomcat Tyler Truss System **Ultimate Support**

Ultratec Vari-Lite Westone Whirlwind Wildfire William Sound

Wireless Solutions XTA

Yamaha

















































MIK MOORE

CELL (414) 914-7564 **OFFICE** (414) 258-6333 mmoore@clearwing.com

KURT SCHNABEL

CELL (414)881-0810 **OFFICE** (414) 258-6333 kschnabel@clearwing.com

MILWAUKEE, WI

11101 W. Mitchell St. Milwaukee, WI 53214 (414) 258 6333

PHOENIX, AZ

3011 E Broadway Rd. Suite 100 Phoenix, AZ 85040 (602) 850 6333

DENVER, CO

610 E 55th Ave. Suite 300 Denver, CO 80216 (303) 232 3540

SAN DIEGO, CA

3077B Clairemont Dr. #126 San Diego, CA 92117 (858) 345 3633

systems.clearwing.com











CLEARWING

SYSTEMS INTEGRATION



DOC #1 CLEAN AIR AND WATER ACT

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

otential Vendor:
itle of Authorized Representative:
failing Address:
ignature:

DOC #2 DEBARMENT NOTICE

, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for
participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as
described in the Federal Register and Rules and Regulations.

Potential Vendor:
Title of Authorized Representative:
Mailing Address:
Signature:

DOC #3 LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3.	The undersigned shall require that the language of this certification be included in the award documents
fo	r all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-
re	cipients shall certify and disclose accordingly.

Signature of Respondent	
 Date	

DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

Date

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran	
In accordance with A.R.S. 35-391 and A.R.S. not have scrutinized business operations in S	35-393, the Contractor hereby certifies that the contractor does audan and/or Iran.
Signature of Respondent	

DOC #5 ANTITRUST CERTIFICATION STATEMENTS

(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

VENDOR	RESPONDANT	
ADDRESS	Signature	
	Printed Name	
	Position with Company	
PHONE	AUTHORIZING OFFICIAL	
FAX		
	Printed Name	
	Position with Company	

DOC #6 IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that 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. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

DOC #7 BOYCOTT CERTIFICATION

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

DOC #8 TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

DOC #9 RESIDENT CERTIFICATION:

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

I certify that my company is a "resident Bidder"I certify that my company qualifies as a "nonresident Bidder"		
If you qualify as a "nonresident Bidder," you must furnish the following information:		
What is your resident state? (The state your principal place of business is located.)		
Company Name	Address	
Citv	State	

DOC #10 FEDERAL FUNDS CERTIFICATION FORM

When a participating 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 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, 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.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By
submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree?	
	(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree?	
	(Initials of Authorized Representative)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts 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. Vendor 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 Vendor agrees that it shall comply with such provision.

Does vendor agree?	
	(Initials of Authorized Representative)

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 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, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor 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. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 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 contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree?	
	(Initials of Authorized Representative

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required 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. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree?	
	(Initials of Authorized Representative)

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 subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient 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.		
Vendor agrees to comply with the above requirements when applicable.		
Does vendor agree?		
Does vendor agree? (Initials of Authorized Representative)		
7. Clean Air Act and Federal Water Pollution Control Act: Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).		
When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.		
Does vendor agree?		
(Initials of Authorized Representative)		
8. Debarment and Suspension: Debarment and Suspension (Executive Orders 12549 and 12689) — 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 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains 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.		
Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.		
Does vendor agree? (Initials of Authorized Representative)		
9. Byrd Anti-Lobbying Amendment: Byrd Anti-Lobbying Amendment (31 USC 1352) Vendors 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 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).		

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor 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

(Initials of Authorized Representative)

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.
Tecovered materials identified in the LFA guidelines.
Does vendor agree?
Does vendor agree? (Initials of Authorized Representative)
11. Drofit as a Sanarata Floment of Drise.
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 pagetiate profit as a
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, Vendor agrees to provide
information and negotiate with the participating agency regarding profit as a separate element of the price for a
particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating
agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.
Does vendor agree? (Initials of Authorized Representative)
(Initials of Authorized Representative)
12. General Compliance and Cooperation with Participating Agencies:
In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating
agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy
such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to,
applicable recordkeeping and record retention requirements.
Does vendor agree? (Initials of Authorized Representative)
(Initials of Authorized Representative)
13. Applicability to Subcontractors
Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.
official agrees that all contracts it awards parsault to the contract shall be bound by the foregoing terms and conditions.
Does vendor agree?
Does vendor agree? (Initials of Authorized Representative)
By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by
my company to make this certification and all consents and agreements contained herein.
Company Name
Signature of Authorized Company Official
Signature of Authorized Company Official

Printed Name
Title

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

DOC #11 ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

AZ Compliance with Federal and state requirements: Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements: Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..."every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility: By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance: All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, 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.

Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify

any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

Signature of Respondent	Date	
requirements listed in this document.		
requirements listed in this document.		
The undersigned hereby accepts and agrees to comply with all statutory compliance and notice		

DOC #12 OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name:		
Street:		
City, State, Zip Code:		
Complete as appropriate:		
1	, certify that	I am the sole owner of
	, that there are no	partners and the business is not
·	sions of N.J.S. 52:25-24.2 do not ap	ply.
OR:		
		rs who own a 10% or greater interest therein.
forth the names and addres individual partners owning . OR:	sses of the stockholders holding 10% 10% or greater interest in that parti	·
	, an authorize	ed representative of y certify that the following is a list of the
further certify that if one (1) also set forth the names and the individual partners own) or more of such stockholders is itse	
Name	Address	Interest
I further certify that the sta of my knowledge and belief		d herein, are complete and correct to the best
	 	 Date

DOC #13 NON-COLLUSION AFFIDAVIT

Company Name:			
Street: City, State, Zip Code:			
State of New Jersey			
County of			
I, Name	of the		
Name	City		
in the County of	, S	tate of	of
full age, being duly sworn a			
I am the	of the fi	rm of Company Name	
Title		Company Name	
proposal, and that all state made with full knowledge t statements contained in sacontract for the said goods, I further warrant that no pecontract upon an agreement	ments contained in said bithat the Harrison Township id bid proposal and in the same services or public work. Person or selling agency has at or understanding for a co	If free, competitive bidding in connectically in proposal and in this affidavit are true to Board of Education relies upon the true statements contained in this affidavit in the beautiful and the solicit of the commission, percentage, brokerage or commercial or selling agencies maintains	e and correct, and uth of the in awarding the or secure such contingent fee,
except some jude employees	or some fractional since of	sommer or a coming agentics maintain	neu zy
Company Name		Authorized Signature & Title	
Subscribed and sworn befo	re me		
this day of	, 20		
Notary Public of New Jerse My commission expires	, 20		

SEAL

DOC #14 **AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)** Company Name: _____ Street: City, State, Zip Code: _____ **Bid Proposal Certification:** Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met. **Required Affirmative Action Evidence:** Procurement, Professional & Service Contracts (Exhibit A) Vendors must submit with proposal: A photo copy of their <u>Federal Letter of Affirmative Action Plan Approval</u> 1. OR 2. A photo copy of their <u>Certificate of Employee Information Report</u> OR 3. A complete Affirmative Action Employee Information Report (AA302) *Public Work – Over \$50,000 Total Project Cost:* A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form _______ AA201-A upon receipt from the Harrison Township Board of Education B. Approved Federal or New Jersey Plan – certificate enclosed I further certify that the statements and information contained herein, are complete and correct to the best

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

of my knowledge and belief.

Authorized Signature and Title

PROCUREMENT, PROFESSIONAL AND 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, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited

Date

and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action 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 non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement 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, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, 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 P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative

Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, 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 it 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.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative
Action Office 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 Affirmative
Action Office for conducting a compliance investigation pursuant to <u>Subchapter 10 of the Administrative</u>
Code (NJAC 17:27).

Signature of Procurement Agent

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. It is not intended to be provided to contractors. What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfns/lfnmenu.shtml).

- 1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
- 2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
- 3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
- 4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b) A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used "as-is", subject to edits as described herein.
 - e) The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
- 5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

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*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - o of the public entity awarding the contract
 - o of that county in which that public entity is located
 - o of another public entity within that county
 - o 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 cover 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.

to

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Vendor Name:				
Address:				
City:	State:	Zip:		
The undersigned being authors			•	•
compliance with the provision	ons of <u>N.J.S.A.</u> 19:44A-20.2	26 and as represente	ed by the instructions	;
accompanying this form.				
Signature	Printed Name		Title	
Part II – Contribution Disclo	sure			
Disclosure requirement: Pur	suant to <u>N.J.S.A.</u> 19:44A-2	0.26 this disclosure	must include all repo	rtable
political contributions (more	than \$300 per election cy	ycle) over the 12 mo	nths prior to submiss	sion to the
committees of the governme	ent entities listed on the f	orm provided by the	local unit.	
Charle have if disclosure				
check here it disclosure	is provided in electronic for	orm.		
Contributor Name	Recipient		Date	Dollar Amoun
			Date	Dollar Amoun
			Date	

Continuation Page
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant To N.J.S.A. 19:44A-20.26
Page of
Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders County Clerk Sheriff

{County Executive} Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM <u>WWW.NJ.GOV/DCA/LGS/P2P</u> A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #16 STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:		
	ains the names and home addresse anding stock of the undersigned. OR	es of all stockholders holding 10%
I certify that no one stockholde undersigned.	r owns 10% or more of the issued a	and outstanding stock of the
Check the box that represents the type	of business organization:	
Partnership	Limited Partnership Limited Liabil	
Corporation	Limited Liability Subchapter S Corporation Corporation	
Sole Proprietorship	·	·
Sign and notarize the form below, and, Stockholders:	, if necessary, complete the stockh	older list below.
Name:	Name:	
Home Address:	Home Address:	
Name:	Name:	
Home Address:	Home Address:	
Name:	Name:	
Home Address:	Home Address:	
Subscribed and sworn before me this, 2,	day of(Affiant)	
(Notary Public)	(Print name & tit	le of affiant)
My Commission expires:	(Corporate Seal)	

Tab 9

To Include:

Required Documents – Excel spreadsheet (Uploaded to excel section), Signed copy of pricing (Uploaded to signed pricing section)

Additional Required Documents (Appendix H)

DOC #1 CLEAN AIR AND WATER ACT

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: CLEAR WING SYSTEMS	INTEGRATION	LLC
Title of Authorized Representative: GENERAL	MANAGER	
Mailing Address: 1101 U. MITCHELL ST	MILWAUKEE,	1453214
Signature: Max Brelia	/ /1000-1010-02	<u> </u>
Signature. / / / / / / / / / / / / / / / / / / /		

DOC #2 DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: <u>CLEARWING SYSTEMS INTE</u>	GRATION, LLC
Title of Authorized Representative: <u>GENERAL MA</u>	NAGER
Mailing Address: <u>IIIOI W. MITCHELL</u> ST.)	MILWAUKEE, WI ESZIY
Signature: Max Brakk	

DOC #3 LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature of Respondent

Date/

DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Signature of Respondent

Daté

DOC #5 ANTITRUST CERTIFICATION STATEMENTS

(Tex. Government Code § 21S5.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 1S;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

VENDOR CLEARWING SYSTEMS INTEGRATION, LLC	RESPONDANT
ADDRESS IIIOI W. MITCHELL ST	Mrs Brakk Signature
MILWAUKEE WI 53029	MAX BRUNCLIK Printed Name
	GENERAL MANAGER
	Position with Company
PHONE 414-258-6333	AUTHORIZING OFFICIAL
FAX 414- 259-7722	Signature
	Printed Name
	Position with Company

DOC #6 IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that 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. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

DOC #7 BOYCOTT CERTIFICATION

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

DOC #8 TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the 5tate Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

DOC #9 RESIDENT CERTIFICATION:

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

	pany is a " resident Bidder " pany qualifies as a "nonresident B	idder"		
If you qualify as a "nonreside	nt Bidder," you must furnish the fo	ollowing information:		
What is your resident state? (The state your principal place of business is located.)				
CLEARWING SYSTEMS WIEGRATION LLC. 11101 U. MITCHELL ST				
Company Name	Address			
MILWAUREE WI 53029				
City	State	Zip		

When a participating 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 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, 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.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? (Initials of Authorized Representative)

2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation, participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? (Initials of Authorized Representative)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts 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. Vendor 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 Vendor agrees that it shall comply with such provision.

Does vendor agree? _______(Initials of Authorized Representative)

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 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, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor 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. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 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 contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree? ______(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required 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. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? ______(Initials of Authorized Representative)

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 subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient 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.				
Vendor agrees to comply with the above requirements when applicable.				
Does vendor agree? (Initials of Authorized Representative)				
7. Clean Air Act and Federal Water Pollution Control Act: Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.				
Does vendor agree?(Initials of Authorized Representative)				
8. Debarment and Suspension: Debarment and Suspension (Executive Orders 12549 and 12689) — 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 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains 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.				

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? ______(Initials of Authorized Representative

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors 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 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? (Initials of Authorized Representative)

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor 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

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.
Does vendor agree?(Initials of Authorized Representative)
(Initials of Authorized Representative)
11. Profit as a Separate Element of Price: For purchases using federal funds in excess of \$1\$0,000, 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, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating
agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.
Does vendor agree?(Initials of Authorized Representative)
12. General Compliance and Cooperation with Participating Agencies: In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.
Does vendor agree?(Initials of Authorized Representative)
13. Applicability to Subcontractors Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.
Does vendor agree?(Initials of Authorized Representative)
By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.
CLEARWING SYSTEMS INTEGRATION LLC. Company Name
Signature of Authorized Company Official
MAX BRUNCLIK Printed Name
GENERAL MANAGER Title
1/16/20 Date

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

AZ Compliance with Federal and state requirements: Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements: Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ... "every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility: By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance: All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, 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.

Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify

any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

Signature of Respondent

DOC #12 OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name:	CLEARWING SYSTEMS WIEGRATION, I	
Street:	11101 W. MITCHELL ST	
City, State, Zip Code:	6 MILUAUKEE WI 53214	
Complete as appropriate:		
1	, certify that I am the sole ow	vner of
	, that there are no partners and th	he business is not
incorporated, and the provis	ions of N .J.S. 52:25-24.2 do not apply.	
	, a partner in	, do
forth the names and address individual partners owning 1 OR: I MAX BRUNCING SYSTEMS IN names and addresses of all suffer the certify that if one (1) also set forth the names and	or more of the partners is itself a corporation or passes of the stockholders holding 10% or more of tha 10% or greater interest in that partnership. an authorized representative of the corporation, do hereby certify that the stockholders in the corporation who own 10% or more of such stockholders is itself a corporation addresses of the stockholders holding 10% or more a 10% or greater interest in that partnership.	t corporation's stock or the ve of e following is a list of the hore of its stock of any class. I n or partnership, that there is
(Note: If there are no partn	ers or stockholders owning 10% or more interest	, indicate none.)
Name	Address	Interest
GRELL BRUKLIK	N82 W28583 HILLCREST DR	75%
Chedd Drowert	HARTLAND WI 55029	
PIANE BRUNCLIK	NEZ LIZBERS HILLCREST DR.	
MANE DEGIGLE	HARTLAND WI 53029	25%
I further certify that the state of my knowledge and belief	ements and information contained herein, are con	nplete and correct to the best 1/16/26

DOC #13 NON-COLLUSION AFFIDAVIT

Company Name: CLEARL		UTEGRATION LLC	
Street: 11101 W. MITCH City, State, Zip Code: MIL	ell di Iaukee wi 532/	4	
State of New Jersey			
County of	····		
ı	of the		
l,Name	Of the	ty	
in the County of		, State of	of
full age, being duly sworn a	ccording to law on my o	oath depose and say that:	
Laura Alba	of the	firm of	
I am the	of the	firm of Company Name	<u></u>
made with full knowledge to statements contained in sai contract for the said goods,	hat the Harrison Towns d bid proposal and in th services or public work	l bid proposal and in this affidavion hip Board of Education relies upo ne statements contained in this a nas been employed or retained to	on the truth of the ffidavit in awarding the
contract upon an agreemer	t or understanding for	a commission, percentage, broke ed commercial or selling agencies	rage or contingent fee,
Company Name		Authorized Signature & Tit	le
Subscribed and sworn befo	re me		
this day of	, 20		
Notary Public of New Jersey My commission expires	, 20		
SEAL			

AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127) DOC #14 Company Name: CLEARWING SYSTEMS INTEGRATION WE Street: 11106 W. MITZIELL ST City, State, Zip Code: MILWAUKEE UI 53214 **Bid Proposal Certification:** Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. Na contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met. Required Affirmative Action Evidence: Procurement, Professional & Service Contracts (Exhibit A) Vendors must submit with proposal: A photo copy of their Federal Letter of Affirmotive Action Plan Approval 1. OR A photo copy of their Certificate af Employee Information Report 2. OR A complete Affirmative Action Emplayee Information Report (AA302) 3. Public Work - Over \$50,000 Total Project Cost: A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Authorized Signature and Title

1/16/20 Date

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND 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, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited

and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action 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 non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement 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, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, 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 P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative

Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, 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 it 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.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to <u>Subchapter 10 of the Administrative Code (NJAC 17:27)</u>.

Signature of Procurement Agent

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. It is not intended to be provided to contractors. What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfns/lfnmenu.shtml).

- The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
- 2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
- 3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
- 4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b) A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used "as-is", subject to edits as described herein.
 - e) The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
- 5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

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*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - o of the public entity awarding the contract
 - of that county in which that public entity is located
 - o 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 cover 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.

* 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."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Part I - Vendor Information

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Vendor Name:			
Address:			
City:	State:	Zip:	
		ifies that the submission provid and as represented by the Instr	
Signature	Printed Name	Title	
Part II – Contribution Disclos	ure		
		26 this disclosure must include a	
		e) over the 12 months prior to s	submission to the
committees of the governme			
	s provided in electronic form		te Dollar Amount
Contributor Name	Recipient N	ame Dat	
			\$

Continuation Page C. 271 POLITICAL CONTRIBUTION	N DISCLOSURE FORM		
Required Pursuant To N.J.S.A. 19):44A-20.26		
Page of			
<u> </u>		•	
Vendor Name:			
Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM <u>WWW.NJ.GOV/DCA/LGS/P2P</u> A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #16 STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:					
		names and home address stock of the undersigned.	es of all stockholders holding 10%		
I certify that no one stoc undersigned.		l0% or more of the issued a	and outstanding stock of the		
Check the box that represents ti	he type of busi	ness organization:			
Partnership		Limited Partnership	Limited Liability Partnership		
☐ Corporation		Limited Liability Corporation	Subchapter S Corporation		
☐ Sole Proprietorship		-/	and thought of		
Sign and notarize the form below Stockholders: Name: GREGG A. BRUN			E. BRUNCLIK		
	CLIK.		*		
Home Address: N82 W28588 HILLCRE	ST DR	Home Address: Nなこ いこ8	NYZ WZ8583 HILLCREST DR.		
HARTLAND WI 53029	1145-1-12 14 53029		W 53029		
Name:	-	Name:			
Home Address: Home Address:					
Name:		Name:	**************************************		
Home Address:	*	Home Address:			
Subscribed and sworn before m	e this 17 th day c	of hill			
Janvary, 2031	OFFICIAL S	SEAL (Affiant)			
(Notary Public)	NOTARY PUBLIC MARICOPA C COMM # 56	COUNTY WICK T	Diessler - GM		
My Commission expires:		WWW. Harrie & Gr	ie or amanty		
5-12-23		(Corporate Seal)			

Appendix I: CERTIFICATES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable

Please also list and include copies of any certificates you hold that would show value for your response not already included above.