

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

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



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 below 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 trade 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).

1/17/19
Date

Max D. Smith
Authorized Signature & Title

Explanation of circumstances leading to the felony conviction and subsequent pardon of one of our owners

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 offer to contract with Region 10 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is awarded by Region 10 ESC. 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 estimated 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)

1. 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)

1. 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
3. 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 Contract and Signature Form ("Contract") is made as of ____, by and between _____
_____ O _____ 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 **Customer Support:** 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.

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

Respondent's promise: 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. **Respondent contract documents:** 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 **Supplemental Agreements:** 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. **Cancellation for non-performance or contractor deficiency:** 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 **Termination for cause:** 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.

5.3 **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 **Force Majeure:** 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 **Standard Cancellation:** 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 **Duty to keep current license:** 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 **Suspension or Debarment:** 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 **Delivery:** 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 **Inspection & Acceptance:** 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 **Additional charges:** 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 **Buyer's delays:** 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 **Tax Exempt Status**: Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

8.4 **Performance and Payment Bonds** (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 **Retention:** 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:

Member Data	Equalis Member ID
	Vendor Customer Number *required (or Equalis Member ID)
	Customer Name *required
	Customer Street Address *required
	Customer City *required
	Customer Zip Code *required
	Customer State *required
Distributor Data	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code
	Distributor State
Product Data	Product Category level 1
	Product Category level 2 (Where available or applicable)
	Product Category level 3 (Where available or applicable)
	Distributor Product Number
	Manufacturer Product Number
	Product Description
	Product Brand Name
	Product packaging Unit of Measure level 1
	Product packaging Unit of Measure level 2

	Product packaging Unit of Measure level 3
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Spend Data	Purchase Unit of Measure
	Purchase Quantity
	Distributor Landed Cost Total \$ (without deviations)
	Distributor Landed Cost Total \$ (with mfr deviations)
	Customer Purchase Total \$ *required
	Admin Fee % *required
	Admin Fee \$ *required

ARTICLE 9- PRICING

9.1 **Market competitive guarantee:** 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 **Price increase:** 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 **Additional Charges:** 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 **Price reduction and adjustment:** 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 **Prevailing Wage:** 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 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in Attachment A. All pricing submitted to Region 10 ESC shall include the administrative fee to be 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 **Current products:** 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 **Discontinued products:** 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 **New products/Services:** 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 **Warranty conditions:** 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 **Buy American requirement:** (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 **Cleanup:** 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 **Site Preparation:** 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 **Registered sex offender restrictions:** 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 **Safety measures:** 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 **Smoking/Tobacco:** 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 Maintenance Facilities and Support: 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 Disclosures: 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 Indemnity: 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 **Marketing:** 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 **Insurance:** 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 **Subcontracts/Sub Contractors:** 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 **Legal Obligations:** 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 **Venue**: 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

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.

Prices are guaranteed: 120 days

Company name CLEARWING SYSTEMS INTEGRATION, LLC.
Address 11101 W. MITCHELL ST
City/State/Zip MILWAUKEE WI 53214
Telephone No. 414-258-6333
Fax No. 414-258-7722
Email address mbrunclik@clearwing.com
Printed name MAX BRUNCLIK
Position with company GENERAL MANAGER
Authorized signature *Max Brunclik*

Term of contract _____ to _____

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

Region 10 ESC Authorized Agent

Date

Print Name

Equalis Group Contract Number _____

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.**

- 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.

1. States Covered

Respondent must indicate any and all states where products and services can be offered.

Please indicate the price co-efficient for each state if it varies.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | |
|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Montana |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Nebraska |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Nevada |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> New Hampshire |
| <input type="checkbox"/> California | <input type="checkbox"/> New Jersey |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> New Mexico |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> New York |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Massachusetts | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Minnesota | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Mississippi | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Missouri | |

All U.S. Territories & Outlying Areas (Selecting this box is equal to checking all boxes below)

- | | |
|---|--|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

2. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? Yes No
- If the answer is yes, do you plan to offer your program or partnership through Equalis Group Yes No

(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

- Will the products accessible through your diversity program or partnership be offered to Equalis Group members at the same pricing offered by your company? Yes No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

3. Diverse Vendor Certification Participation

It is the policy of some entities participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

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 Business Enterprise (DBE)

Respondent certifies that this firm is a SBE or DBE Yes No

List certifying agency: _____

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is a DVBE Yes No

List certifying agency: _____

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is a HUB Yes No

List certifying agency: _____

e. Historically Underutilized Business Zone Enterprise (HUBZone)

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

List certifying agency: _____

4. Residency

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: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Billing & Reporting/Accounts Payable

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Marketing

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

7. Distribution Channel: Which best describes your company's position in the distribution channel:

- Manufacturer direct
- Certified education/government reseller
- Authorized distributor
- Manufacturer marketing through reseller
- Value-added reseller
- Other _____

8. Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. Yes No
(If answer is no, attach a statement detailing how pricing for participants would be calculated.)
- Pricing submitted includes the required administrative fee. Yes No
(Fee calculated based on invoice price to customer)
- Additional discounts for purchase of a guaranteed quantity? Yes No

9. Cooperative/Group Purchasing Experience

List all cooperative and/or government group purchasing organizations of which your company is currently a member below.

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.

1. States Covered

Respondent must indicate any and all states where products and services can be offered.

Please indicate the price co-efficient for each state if it varies.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | |
|---|---|
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| <input type="checkbox"/> Alaska | <input type="checkbox"/> Nebraska |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Nevada |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> New Hampshire |
| <input type="checkbox"/> California | <input type="checkbox"/> New Jersey |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> New Mexico |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> New York |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Massachusetts | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Minnesota | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Mississippi | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Missouri | |

All U.S. Territories & Outlying Areas (Selecting this box is equal to checking all boxes below)

- | | |
|---|--|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

2. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? Yes No
- If the answer is yes, do you plan to offer your program or partnership through Equalis Group Yes No

(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

- Will the products accessible through your diversity program or partnership be offered to Equalis Group members at the same pricing offered by your company? Yes No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

3. Diverse Vendor Certification Participation

It is the policy of some entities participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

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Respondent certifies that this firm is an MWBE Yes No

List certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Respondent certifies that this firm is a SBE or DBE Yes No

List certifying agency: _____

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is a DVBE Yes No

List certifying agency: _____

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is a HUB Yes No

List certifying agency: _____

e. Historically Underutilized Business Zone Enterprise (HUBZone)

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

List certifying agency: _____

4. **Residency**

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

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: Scott Allen
Title: CO-OP Contract Manager
Company: Clearwing Systems Integration
Address: 3011 E. Broadway Rd. Suite 100
City: Phoenix 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: Clearwing Systems Integration
Address: 1101 West Mitchell St
City: Milwaukee State: WI Zip: 53214
Phone: 414-258-6333 Fax: _____
Email: MKerhin@clearwing.com

Marketing

Contact Person: Laura Eddy

Title: Marketing Manager
 Company: Clearwing Productions Arizona, LLC
 Address: 3011 E. Broadway Rd. Suite 100
 City: Phoenix State: AZ Zip: 85040
 Phone: 602-850-6335 Fax: _____
 Email: Leddy@Clearwing.com

7. Distribution Channel: Which best describes your company's position in the distribution channel:

- Manufacturer direct Certified education/government reseller
 Authorized distributor Manufacturer marketing through reseller
 Value-added reseller Other _____

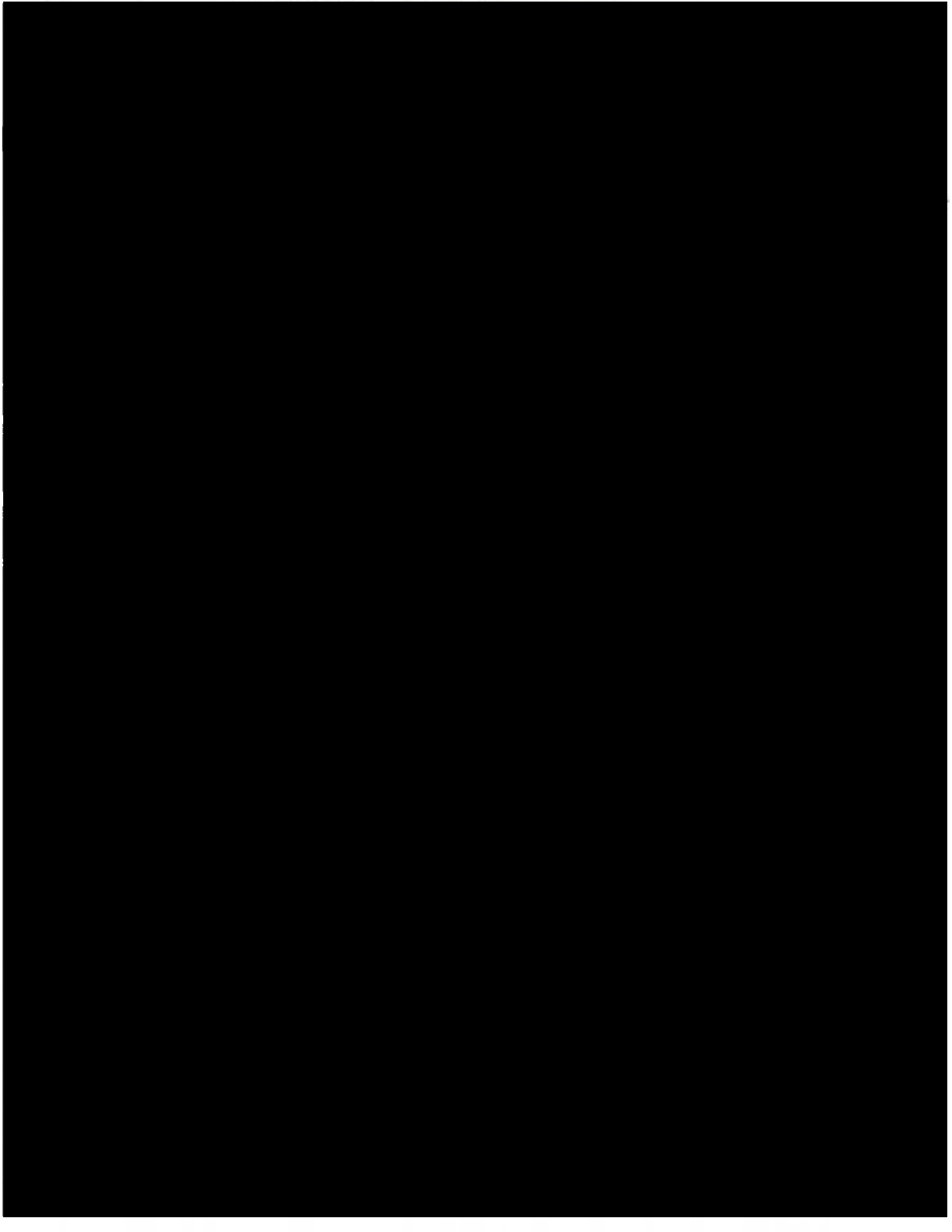
8. Pricing Information

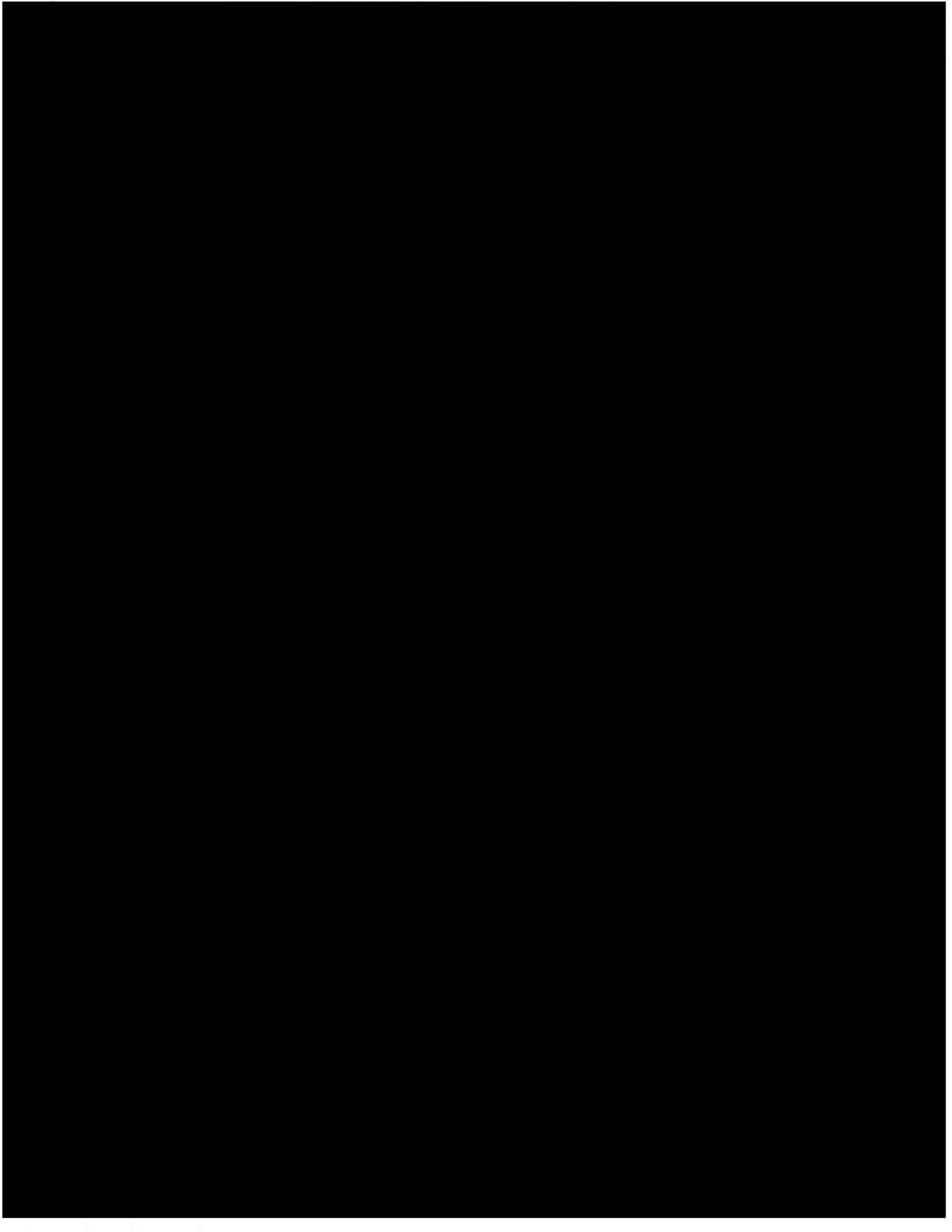
- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. Yes No
 (If answer is no, attach a statement detailing how pricing for participants would be calculated.)
- Pricing submitted includes the required administrative fee. Yes No
 (Fee calculated based on invoice price to customer)
- Additional discounts for purchase of a guaranteed quantity? Yes No

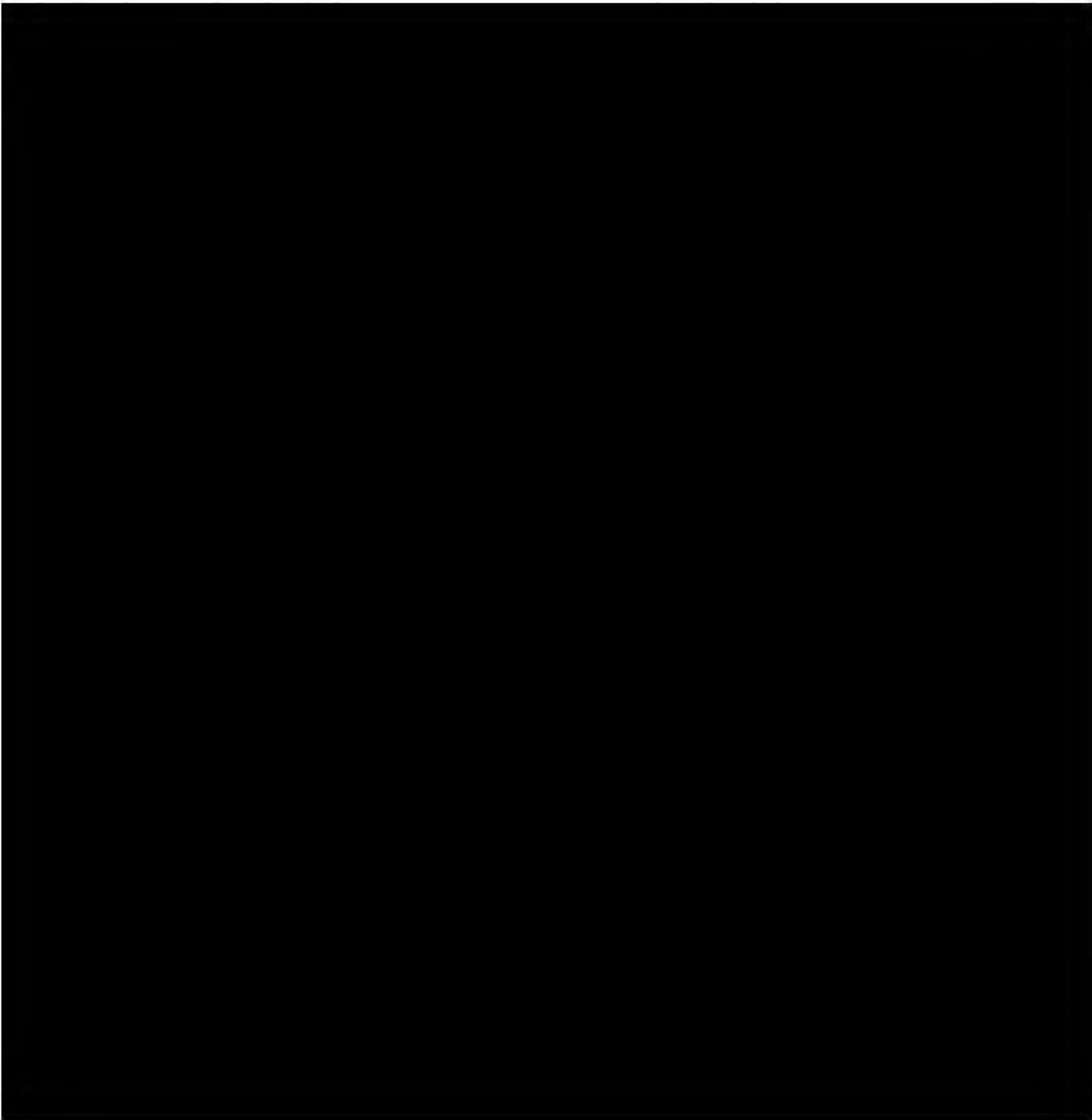
9. Cooperative/Group Purchasing Experience

List all cooperative and/or government group purchasing organizations of which your company is currently a member below.

Cooperative/GPO Name	Contract Number	Expiration Date
<u>Omnia Partners</u>	<u>R160902</u>	<u>9/30/2020</u>
<u>Mohave Cooperative</u>	<u>16R-WING-0414</u>	<u>4/14/2020</u>







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11101 W. Mitchell St.
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(414) 258-6335 | amsa
(414) 256-7722 | fax

ARIZONA OFFICE

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

(602) 450-6333 | amsa
(602) 344-7727 | fax

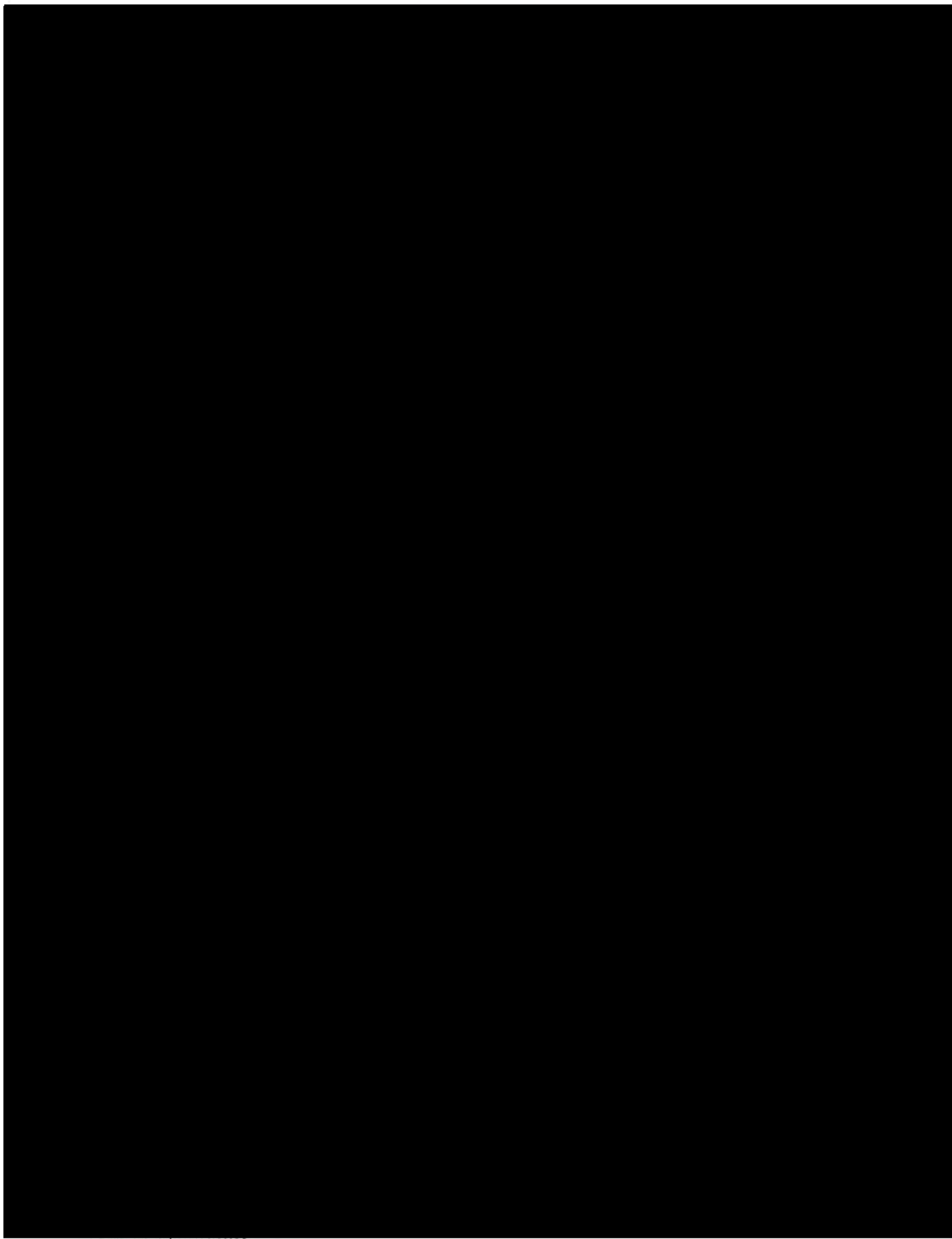
800 267-747
EPA #00256091 2/9/20

COLORADO OFFICE

810 E 55th Ave. Suite 300
Denver, CO 80216

(303) 237-3540 | amsa
(303) 294-0144 | fax

www.clearwing.com



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

Appendix [REDACTED] PROFILE

Please provide the following:

General [REDACTED]

1. [REDACTED] registered name. **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.

3. 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

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(414) 258 7722 | FAX

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

ROC 264744
CSI ROC 296081, 299258

COLORADO OFFICE

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

(303) 282 3540 | OFFICE
(303) 284 0144 | FAX

CALIFORNIA OFFICE

3077B Clairemont Drive #126
San Diego, CA 92117

(858) 345 3633 | OFFICE

[REDACTED] #300

[REDACTED]

Office: 303-232-3540

[REDACTED] Contract Manager sallen@clearwing.com

[REDACTED] Technical Sales Manager njohnson@clearwing.com

[REDACTED] Systems 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;

[REDACTED]

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481 800 290091, 299258

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[REDACTED]

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

[REDACTED]

12. What is your strategy to increase market share?

Clearwing is known in the industry as providing competent, educated, and customer-centric 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 on-line 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.

15. 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

[REDACTED] h them at all

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San Diego, CA 92117

(619) 345 3633 | **OFFICE**

[REDACTED] respond quickly to issues during off hours. We provide clients with [REDACTED] numbers for direct contact during and after hours.

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

[REDACTED]
[REDACTED]
[REDACTED]

recordable cases so all rates would be 0

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

[REDACTED]

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San Diego, CA 92117
(858) 345 3633 | OFFICE

18. [REDACTED] regarding whether your firm, either presently or in the past, has [REDACTED] litigation, bankruptcy, or reorganization.

Clearwing Systems Integration has not been involved in any litigation, bankruptcy, or

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

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(858) 345 3633 | OFFICE

Market [REDACTED]

19. [REDACTED] organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:

[REDACTED] ed press release within first 30 days

[REDACTED] nent of award through any applicable social media sites

[REDACTED] 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

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

[REDACTED] direct mail.

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21. [REDACTED] company plans to market this agreement to existing government

[REDACTED]

Existing customers will be made aware of the agreement through our sales support staff

[REDACTED] currently sends email announcements for our numerous events

[REDACTED] this email mechanism will certainly be a step in the announcement

[REDACTED] calls will also be made to explain the details and benefits to our clients.

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.

23. 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.

[REDACTED]

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(303) 232 3540 | **OFFICE**
(303) 264 0144 | **FAX**

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San Diego, CA 92117

(619) 345 3633 | **OFFICE**



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(414) 258 7722 | **FAX**

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Phoenix, AZ 85040

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Admini [REDACTED]

26. [REDACTED] any's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) [REDACTED] nation as reference(s).

[REDACTED] **successfully implemented and executed cooperative purchasing**
[REDACTED] **the 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
[REDACTED]

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[REDACTED] ing

[REDACTED]
[REDACTED]
Drapery

[REDACTED]
[REDACTED] contact:

[REDACTED], CTSBO

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

**[REDACTED]
in this area in future years.**

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██████████s natural resources and energy through innovative methods to
██████████ consumption. 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
██████████ environmental goals.

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Referen [REDACTED]

31. [REDACTED] 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 [REDACTED], Higher Education and City/County entities. Provide the following [REDACTED] 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.

[REDACTED]

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Neal Johnson
Systems Design Engineer
Email: njohnson@clearwing.com

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

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SCOTT ALLEN
Co-Op Contract Manager
Email: sa [REDACTED]

PROFILE:

Scott Allen [REDACTED] Clearwing 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 [REDACTED] te.

PROFESSIONAL EXPERIENCE

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



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Laura Ed [REDACTED]
Marketing Manager
Email: le [REDACTED]

Profile:

Laura Ed [REDACTED] 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 relations [REDACTED], lead generation, marketing automation, and strategic brand management. Laura has over 15 years' experience in both the corporate and nonprofit sectors having served as Associate Director of Marketing at Phoenix Theatre prior to joining Clearwing. Laura has a Bachelors degree in Communications from Arizona State University and an MBA with a specialization in Marketing from University of Phoenix.

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 – elnstruction**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.

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NICHOLA [REDACTED]
General Manager - Clearwing Systems Integration West
Email: no [REDACTED]

PROFILE:

Nick Dress [REDACTED] Clearwing since 2010. He is currently responsible for working alongside Clearwing's Phoenix, [REDACTED] systems integration teams to monitor the quality of work provided by Clearwing's sales divisions. Prior to Clearwing, Nick worked as lighting and sound supervisor for the Phoenix Theatre and as audio engineer [REDACTED] Theater Center. 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/manufacture 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; complying [REDACTED] Made sure customer disputes were dealt with in a timely and professional manner; built relationships with vendors; Built the

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sales platform [REDACTED] adopted company-wide; worked on increased visibility for the company (trade shows, local events, open houses); assisted in web development and company-wide marketing; effectively managed the other sales [REDACTED] Shop.

Lighting and Sound Supervisor, Phoenix Theatre, Phoenix, AZ**2004 - 2010**

Responsible for [REDACTED] rent, load in and strikes, managing the master electrician, day to day repair/maintenance and staying within annual budget for both departments. Mixed over 30 musicals ranging from small to [REDACTED] (The Producers, Cabaret, etc...). Stayed within show and annual budgets for each department. Rented the necessary sound and lighting equipment that was requested by the designers while keeping [REDACTED] routine maintenance on lighting and sound equipment. Made purchases on new lighting and sound equipment. In charge of the hiring process for overhire crew members and master electrician.

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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:

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

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

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)

Appendix [REDACTED] SERVICES SPECIFICATIONS

Product [REDACTED]:

It is the intention of Region 10 ESC to establish a contract with Respondent(s) for a complete and comprehensive [REDACTED] 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 [REDACTED] services, 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.

[REDACTED]

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- [REDACTED] system; includes all other products and services necessary to fulfill the needs of an entertainment, performance or conference venue not already defined

Clearwing has provided such solutions in the past and can provide a variety of entertainment system solutions 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 [REDACTED] entertainment venues, and events.

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

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

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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. All services offered under this contract must be priced or listed as free and unlisted services will not be accepted. 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)

Appendix [REDACTED]
[REDACTED]

Clearwing offers regular training sessions out of our Milwaukee, Phoenix, and Denver offices; including [REDACTED] 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, Avantes, ETC on XE, Rational Acoustics, Barco Image Processing, Allen & Heath dLive training, [REDACTED] training, 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.

**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 | **OFFICE**
(602) 344 7722 | **FAX**ROC 264744
CSI ROC 296081, 299258**COLORADO OFFICE**610 E 55th Ave. Suite 300
Denver, CO 80216(303) 282 3540 | **OFFICE**
(303) 284 0144 | **FAX****CALIFORNIA OFFICE**3077B Clairemont Drive #126
San Diego, CA 92117(858) 345 3633 | **OFFICE**

systems.clearwing.com

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:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership
- Corporation
- Sole Proprietorship
- Limited Partnership
- Limited Liability Corporation
- Limited Liability Partnership
- Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Gregg Brunclik Home Address: N82 W 28583 Hillcrest Dr. Hartland WI 53029	Name: Diane Brunclik Home Address: N82 W 28583 Hillcrest Dr. Hartland WI 53029
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this

January, 2020

(Notary Public)

Brian Miller

My Commission expires:

5/12/2023



[Signature]

(Affiant)

Nick Dressler - GM

(Print name & title of affiant)

(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.

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.

A handwritten signature in cursive script that reads 'Mary Ann McCoshen'.

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 2017Secretary of State
Department of Business Services
Limited Liability Division
501 S. Second St., Rm. 351
Springfield, IL 62756
217-524-8008
www.cyberdriveillinois.comPayment must be made by certified check,
cashier'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 filing 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: *RW*

FILE #

This space for use by Secretary of State.

FILED

MAY 17 2018

JESSE WHITE
SECRETARY OF STATE1. Limited Liability Company name: Clearwing Systems Integration, LLC2. Assumed name: _____
(This item is only applicable if the company name in Item 1 is not available for use in Illinois, in which case form
LLC 1.20 must be completed and submitted with this application.)3. Jurisdiction of organization: Wisconsin4. Date of organization: 9/30/20145. Period of duration: Perpetual
(Enter perpetual unless there is a date of dissolution provided in the agreement, in which case enter that date.)

6. Address of the principal place of business: (P.O. Box alone or c/o is unacceptable.)

11101	W. Mitchell St.	
Number	Street	Suite #
Milwaukee	WI	53214
City	State	ZIP Code

7. Registered agent: CT Corporation System

	First Name	Middle Name	Last Name
Registered office: (P.O. Box alone or c/o is unacceptable.)	208	S. La Salle St.	814
	Number	Street	Suite #
	Chicago	IL	60604
	City		ZIP Code

Note: The registered agent must reside in Illinois. If the agent is a business entity, it must be authorized to act as agent in this state.

8. If applicable, date on which company first conducted business in Illinois: _____

(continued on back)

LLC-45.5

9. Purpose(s) for which the company is organized and proposes to conduct business in Illinois: _____
Permanent Lighting, Audio, and Video systems installation.

10. The Limited Liability Company: (check one)

is managed by the **manager(s)** or has management vested in the **member(s)**:

11. List names and business addresses of all managers and any member with the authority of manager:

Max Brunclik
11101 W. Mitchell St
West Allis, WI 53214

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 Liability Company Act.

13. This application is accompanied by a Certificate of Good Standing or Existence, duly authenticated within the last 60 days, by the officer of the state or country wherein the LLC is formed.

14. The undersigned affirms, under penalties of perjury, having authority to sign hereto, that this application for admission to transact business is to the best of my knowledge and belief, true, correct and complete.

Dated: 5/3/2018
Month, Day, Year

Max Brunclik
Signature

Max Brunclik - General Manager
Name and Title (type or print)

If applicant 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 Secretary of State ID number)

Entity name Clearwing Systems Integration, LLC

True name _____
(if different from the entity name)

2. The form of entity and the jurisdiction under the law of which the entity is formed are

Form of entity Foreign Limited Liability Company

Jurisdiction Wisconsin

3. The principal office address of the entity's principal office is

Street address 610 E 55th Avenue
(Street number and name)

#300

Denver CO 80216
(City) (State) (ZIP/Postal Code)

United States
(Province - if applicable) (Country)

Mailing address
(leave blank if same as street address) (Street number and name or Post Office Box information)

(City) (State) (ZIP/Postal Code)

(Province - if applicable) (Country)

4. The registered agent name and registered agent address of the entity's registered agent are

Name _____
(if an individual) (Last) (First) (Middle) (Suffix)

or _____

(if an entity) The Corporation Company
(Caution: Do not provide both an individual and an entity name.)

Street address 7700 East Arapahoe Road
(Street number and name)
Suite 220
Centennial CO 80112
(City) (State) (ZIP Code)

Mailing address
(leave blank if same as street address) 1110 W. Mitchell Street
(Street number and name or Post Office Box information)
West Allis CO 53214
(City) (State) (ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent above has consented to being so appointed.

5. The date the entity commenced or expects to commence transacting business or conducting activities in Colorado is 03/10/2019
(mm/dd/yyyy)

6. *(If applicable, adopt the following statement by marking the box and include an attachment.)*

This document contains additional information as provided by law.

7. *(Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

8. The true name and mailing address of the individual causing the document to be delivered for filing are

Boebel Steven Lee
(Last) (First) (Middle) (Suffix)
1110 W. Mitchell Street
(Street number and name or Post Office Box information)
West Allis WI 53214
(City) (State) (ZIP/Postal Code)
United States
(Province - if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

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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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	Wisconsin
Principal office street address	610 E 55th Avenue, #300, Denver, CO 80216, 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](#)
- [Get certified copies of documents](#)
- [File a form](#)
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- [Subscribe to email notification](#)
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Verify a License or Certificate

Home > Verify a License or Certificate

Select The Number Of Licenses Or Certificates To Verify

Verify a single license? Select "1" to verify multiple licenses

1

Verify

Verify A License Or Certificate

Please enter the 11-digit Colorado Account Number (CAN) or 12-digit Location ID to be verified. Do not include hyphens or spaces.

If an account or location is closed, the CAN or Location ID entered is not valid, or the location is a non-physical location, the result will return as NOT FOUND.

Current location id : 31658000

License(S) Or Certificate(S)

Filter

ID	Name	License Type	Address	Expiration
31628009000	CLEARING SYSTEMS INTEGRATION, LLC	Sales Tax License	840 E 55TH AVE, DENVER, CO 80216 USA	12/31/2021
31628009001	CLEARING SYSTEMS INTEGRATION, LLC	Sales Tax License	NO PHYSICAL LOCATION, DENVER, CO 80014 USA	NOT FOUND
31930099000	CLEARING SYSTEMS INTEGRATION, LLC	Sales Tax License	NO PHYSICAL LOCATION, DURANGO, CO 81301 USA	NOT FOUND
31696099000	CLEARING SYSTEMS INTEGRATION, LLC	Sales Tax License	NO PHYSICAL LOCATION, MONTROSE, CO 81401 USA	NOT FOUND
31638009004	CLEARING SYSTEMS INTEGRATION, LLC	Sales Tax License	NO PHYSICAL LOCATION, GRAND JUNCTION, CO 81501 USA	NOT FOUND
31698009000	CLEARING SYSTEMS INTEGRATION, LLC	Sales Tax License	NO PHYSICAL LOCATION, LOVELAND, CO 80534 USA	NOT FOUND
31698009006	CLEARING SYSTEMS INTEGRATION, LLC	Sales Tax License	NO PHYSICAL LOCATION, LAKEWOOD, CO 80232 USA	NOT FOUND
31698009007	CLEARING SYSTEMS INTEGRATION, LLC	Sales Tax License	NO PHYSICAL LOCATION, BRECKENRIDGE, CO 80424 USA	NOT FOUND

5 Results

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

ACCOUNT NUMBER  452657
POST IN A CONSPICUOUS PLACE

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

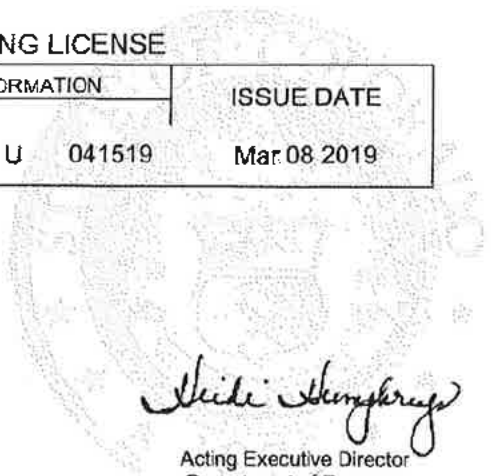
WAGE WITHHOLDING LICENSE

THIS LICENSE IS
NOT TRANSFERABLE

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION	ISSUE DATE
31898009	U 041519	Mar.08.2019



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



Heidi Humphrey

Acting Executive Director
Department of Revenue

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

STATE COUNTY RTD/CD
COLORADO ADAMS

Must collect
taxes for:
**SALES TAX
LICENSE**

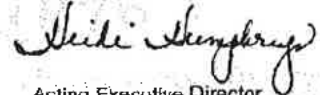
USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION county city industry type liability date	ISSUE DATE month day year	LICENSE VALID TO DECEMBER 31
31898009-0000	12-0206-027 U 050119	Mar 13 19	2019

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

**THIS LICENSE IS NOT
TRANSFERABLE**



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



Acting Executive Director
Department of Revenue

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

SELLER'S PERMIT

January 1, 2020
ACCOUNT NUMBER
217190528

CLEARWING SYSTEMS INTEGRATION, LLC
11101 W MITCHELL ST
WEST ALLIS WI 53214-3810



Office of Comptroller
Out-of-State / Chicago
NOTICE TO PERMITTEE:
You are required to obey all
Federal and State laws that
regulate or control your
business. This permit does
not allow you to do
otherwise.

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

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED AND IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS OR DROP OUT
OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW OPERATOR
OF THE BUSINESS.

Not valid at any other address

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 1-916-324-2798.

COTFA-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.cdfta.ca.gov
- Visiting an office
- 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
- Calling our toll-free Customer Service Center at 1-800-400-7115 (TTY: 711)

As a seller, 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 retailer,

- You have the right to seek reimbursement of the tax 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 records for no less than four years, and make them available for inspection by a CDTFA representative when requested. You are also required

ARIZONA DEPARTMENT OF REVENUE
 ATTN: Customer 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. Title 42, Chapter 5, Article 1.

2019

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

BUSINESS CODE	REGION	JURISDICTION
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 - PHOENIX	CITY
029 - USE TAX	PX - PHOENIX	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. Arizona 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 R15-6-2201, license must be displayed in a conspicuous place.

0003802039CCOMP6276940400037

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 Brunclik
AMX ACE	x																
AMX Audio Essentials									x								
AMX Cabling Essentials									x								
AMX Commissioning	x																
Audinate Dante Level 1	x												x				
Audinate Dante Level 2	x												x				
Barco Certified Specialist			x														
Barco Digital Cinema			x														
Barco High Brightness			x														
BIAMP TesiraFORTÉ	x																
BSS 201	x																
Crestron Commercial System Design							x										
Crestron DigitalMedia Certification							x		x								
CTS									x				x				
CTS-I									x				x				
EAW ADAPtive							x										
ETC ASP											x		x				
ETC DMX Theory										x							
ETC Eos Level 1										x							
ETC Intro to Prodigy												x					
ETC Mosaic 2.0			x								x		x				
ETC New Tech			x							x	x		x				
ETC Rigging											x						
ETCP Theatre Rigger												x					
Extron	x																
Extron AV Associate									x								
Extron Configuring for Control	x																
Extron Control Professional	x												x				
Extron Control Specialist	x																
Extron Digital Design	x																
Extron Emerging Technologies							x						x				
Extron Emerging Technologies 4K							x										
Extron GUI Design	x																
Extron XTP-T	x						x										
FNT - Fiber Training											x		x		x		
InfoComm Essentials of AV									x								
InfoComm Recognized AV Tech									x								
IUPC11													x				
L-Acoustics K2													x				
L-Acoustics Kara													x				
L-Acoustics SYS'FUND LA4X													x				
L-Acoustics System Fundamentals	x	x		x		x	x	x	x				x	x	x	x	x
L-Acoustics System Integrator	x	x		x	x	x	x	x	x				x	x	x	x	x
Listen Technologies Integration / Commissioning Hearing Loops													x				
OSHA 10 hour	x										x	x	x			x	
OSHA 30 Hour Construction													x				
Philips dynamite EnvitionProject Level 1											x						
QSC QSys Level 1	x														x		
QSC QSys Level 2	x		x										x		x		
Shure Axient															x		
Shure Microflex Advance	x												x				
Shure Networking Basics													x				
Shure Wireless Basics													x				



CERTIFIED TECHNOLOGY SPECIALIST

Ryan Peavey

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 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 CTS® designation.

Effective Date
June 12, 2019
Date of Expiration
June 30, 2022
Certification Number
1347962

A handwritten signature in black ink that reads 'Luke Jordan'.

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.



Illumination Awards

The Illuminating Engineering Society of North America

Award of Merit

is presented to

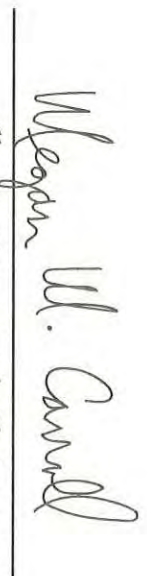
Mike Jonas

For the project

The Ghost Train Controls

In recognition of meritorious contribution to lighting design




Megan W. Cunniff

Illumination Awards Chairwoman

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



COLLEGE OF
BSS AUDIO



THIS COURSE HAS BEEN
APPROVED
FOR 4.0 CTS RENEWAL UNITS
BY THE INDEPENDENT
INFOCOMM COMMITTEE



(THE PROGRAM RENEWAL UNIT PROVIDER)



CERTIFICATE OF TRAINING

Awarded to
Aaron Frisbie

For participating in the
SYSTEM INTEGRATOR
Application Training Day





CERTIFICATE OF TRAINING

Awarded to
Aaron Frisbie

For participating in the
SYSTEM FUNDAMENTALS
Application Training Day





CERTIFICATE OF ACHIEVEMENT

this document certifies that

Jeremy Miller

has completed

CC101: Core Curriculum | Audio Essentials

Achievement Date 2017-02-02



1.00 credits





CERTIFICATE OF ACHIEVEMENT

this document certifies that

Jeremy Miller

has completed

CC102: Core Curriculum | Cabling Essentials

Achievement Date 2017-02-02



1.00 credits





R. 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 <http://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-landlords-need-know> and "Using Consumer Reports: What Employers 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.*



National Sex Offender Search

N o S e x O f f e n d e r R e c o r d s F o u n d
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.

The Entertainment Technician Certification Program

OF

ESTA

Hereby declares that

Joshua Kenneth Barnhill

*has fulfilled the requirements prescribed under the Entertainment Technician Certification Program
in the discipline herein specified and is hereby designated as an*

ETCP Rigger - Theatre

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

Issuance Date: **February 11th, 2019**

Certification Number: **2870**



Presented by:

Tim Hansen
TIM HANSEN, ETCP COUNCIL CHAIR

Jules Lauve
JULES LAUVE, ESTA PRESIDENT



CERTIFICATE OF TRAINING

Awarded to
Ben Rogge

For participating in the
SYSTEM INTEGRATOR
Application Training Day





CERTIFICATE OF TRAINING

Awarded to
Ben Rogge

For participating in the
SYSTEM FUNDAMENTALS

Application Training Day



Certificate of Completion

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

CP SERIES
POWERED LOUDSPEAKERS

QSC[™]

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

QSC

This is to certify that

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.

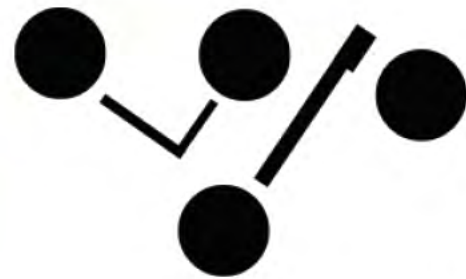
This certification does not expire.



Joseph Pham
President and
Chief Executive Officer



Jason Fernandez,
Live Sound Training Specialist



DiGiCo

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.

A handwritten signature in black ink, appearing to read 'Kyle McMahon'.

Kyle McMahon


DiGiCo Masters Series Instructor




Certified Engineer

Name Benjamin Rogge

This is to certify that the above named person has successfully completed an official Allen & Heath dLive training program.

Trainer 


Managing Director

Date: 4-16-19

ALLEN & HEATH

Certificate of Completion

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

KLA
SERIES
LOUDSPEAKERS

C E R T I F I E D

QSC

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

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

C E R T I F I E D



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

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



This is to certify that

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



A handwritten signature in blue ink that reads "Joseph Pham".

Joseph Pham
President and
Chief Executive Officer

A handwritten signature in blue ink that reads "Patrick Heyn".

Patrick Heyn
Director of Marketing & Training
QSC Systems Business Unit



This is to certify that

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.

A blue ink signature of Joseph Pham, written in a cursive style.

Joseph Pham
President and
Chief Executive Officer

A blue ink signature of Patrick Heyn, written in a cursive style.

Patrick Heyn
Director of Marketing & Training
QSC Systems Business Unit



This is to certify that

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

A handwritten signature in blue ink that reads 'Joseph Pham'.

Joseph Pham
President and
Chief Executive Officer

A handwritten signature in blue ink that reads 'Patrick Heyn'.

Patrick Heyn
Director of Marketing & Training
QSC Systems Business Unit



TouchMix[®]

C E R T I F I E D

QSC[®]

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

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

Instructor

August 22, 2019

Date Course Completed



Certificate of Completion

This is to confirm that

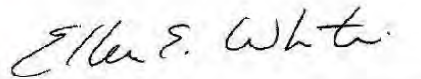
Mitchell Morris

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



Fred Foster
Founder and CEO, ETC, Inc.

Certificate of Completion

This is to confirm that
Ken Gardner

Has completed the following training course:

LED Dimming

1.00 ASP Continuing Education

Sarah Danke

Sarah Danke
Vice President, Professional Services

April 25, 2019

Eric Ostlund

Eric Ostlund
Field Service Manager

Certificate of Completion

This is to confirm that

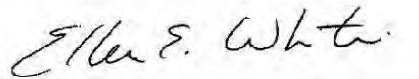
Ken Gardner

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



Fred Foster
Founder and CEO, ETC, Inc.



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.



audinate

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

Issued Date

Never

Expiration Date

Certificate of Completion

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

Sarah Danke
Vice President, Professional Services

Eric Ostlund

Eric Ostlund
Field Service Manager

OEC-16343372

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.



**American
Red Cross**

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



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.





dLIVE
Certified Engineer

Name: David Bauer



*This is to certify that the above named person has successfully
completed an official Allen & Heath dLive training program.*

Trainer



Managing Director

Date:

4-16-19

ALLEN & HEATH



CERTIFICATE OF TRAINING

Awarded to
David Bauer

For participating in the
SYSTEM INTEGRATOR
Application Training Day





CERTIFICATE OF TRAINING

Awarded to
David Bauer

For participating in the
SYSTEM FUNDAMENTALS
Application Training Day





CERTIFICATE OF TRAINING

Awarded to
David Olson

For participating in the
SYSTEM INTEGRATOR
Application Training Day





CERTIFICATE OF TRAINING

Awarded to
David Olson

For participating in the
SYSTEM FUNDAMENTALS
Application Training Day





CERTIFICATE OF TRAINING

Awarded to
David Pisani

For participating in the
SYSTEM INTEGRATOR
Application Training Day





CERTIFICATE OF TRAINING

Awarded to
David Pisani

For participating in the
SYSTEM FUNDAMENTALS
Application Training Day





This Certifies That

DAVID OLSON

Has Successfully Completed

CRESTRON COMMERCIAL SYSTEM DESIGN

Date 3/22/12


Authorized Signature



DMC-D

DIGITAL MEDIA CERTIFIED DESIGNER



This certifies that

DAVID OLSON

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

DigitalMedia Certified Designer

D-110-120330-6243

Certification Number

Authorized Signature

Date 3/30/12

Certificate of Completion

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

Jane Clements

Director of Education & Training



Andrew C. Edwards


President

Certificate of Completion

On this Third Day of December, Two Thousand Fourteen
Presented to:

David Olson

For successfully completing Extron Electronics'
School of Emerging Technologies


Director of Education
& Training




President



CERTIFICATE OF TRAINING

Awarded to
David Olson

For participating in the
SYSTEM FUNDAMENTALS
Application Training Day





CERTIFICATE OF ATTENDANCE

TO CERTIFY THAT: **DAVID OLSON**

FROM: **AVDB GROUP**

HAS PARTICIPATED IN: **THE SYSTEM INTEGRATOR TRAINING SEMINAR**



Awarded on : **10/01/14**

LACOUSTICS authorized trainer :

A handwritten signature in black ink, appearing to read "Jennifer L. [unclear]".



AXI

ENT

SHURE INCORPORATED
PRESENTS THE
AXIENT™ TRAINING CERTIFICATE

TO

Nicholas Dressler

NAME

FOR SUCCESSFULLY COMPLETING AXIENT™ WIRELESS NETWORK TRAINING ON

March 14, 2012

DATE

Mark Humrichauer

MARK HUMRICHAUSER, GENERAL MANAGER

infoCom
INTERNATIO

5 CTS RENEWAL CREDITS



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
Certified Installer
Certified Installer
Certified Installer
Certified Installer
Certified Installer
Certified Installer
Certified Installer

Jeffrey M. Dominique
Chief Instructor

Issued: 01/07/2016
Serial #16010706FOCTPA

Certificate of Completion

is hereby granted to

Nick Dressler

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

3M™ Epoxy Connector Installation

3M™ Connector Installation Practices

3M™ Fiber Optic Safety

3M™ Principles of Fiber Optics



A handwritten signature in black ink, appearing to read "Jeffrey M. Dominique", written over a horizontal line.

Jeffrey M. Dominique, Chief Instructor

Granted: January 7, 2016



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

Certificate #
16010706FOCTPA



Q-SYS™

CERTIFIED LEVEL 2

QSC

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

This is to certify that

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

ADAPTiVe™ systems

This certifies that

David Olson

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

EAW



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 Danke

Sarah Danke
Vice President, Professional Services

Eric Ostlund

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

Eric Ostlund

Eric Ostlund
Field Service Manager, Professional Services

Certificate of Completion

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

Sarah Danke
Vice President, Professional Services

Eric Ostlund

Eric Ostlund
Field Service Manager

Certificate of Completion

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

Sarah Danke

Eric Ostlund

Sarah Danke	Eric Ostlund
VP Professional Services	Field Service Manager



Certificate of Completion

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

Sarah Danke
Vice President, Professional Services

Eric Ostlund

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.esla.org>

Certificate of Completion

This is to confirm that
Ken Gardner

Has completed the following training course:

DMX Theory, Operation and Troubleshooting

1.00 ETCP Renewal Credit(s)

Sarah Danke

Sarah Danke
Vice President, Professional Services

December 20, 2018

Eric Ostlund

Eric Ostlund
Field Service Manager

Entertainment Technician Certification Program



Hereby declares that

Mitchell Allen Morris

*has fulfilled the requirements prescribed under the Entertainment Technician Certification Program
in the discipline herein specified and is hereby designated as an*

ETCP Rigger - Theatre

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

Presented by:

Tim Hansen
TIM HANSEN, ETCP COUNCIL CHAIR

Jules Lauve
JULES LAUVE, ESTA PRESIDENT

Issuance Date: Oct 20, 2019

Certification Number: 3079



Certificate of Completion

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



President



FORKLIFT OPERATOR AUTHORIZATION CARD

QUALIFIED TO OPERATE

TYPE / MAKE / MODEL	CAPACITY	SUPERVISOR/ DRIVING EVALUATOR
Forklift		CHRIS 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

NAME OF OPERATOR

DATE ISSUED

MITCH VAN DYKE

5/16/16

EMPLOYEE OF (COMPANY)

DATE EXPIRES

CLEARWING Productions

5/16/19

AUTHORIZED SIGNATURE

Ch Belle

TITLE

TECH

(✓) CHECK THE COMPLETED TRAINING REQUIREMENTS

CLASSROOM INSTRUCTION

WRITTEN TEST

DRIVING TEST

OPERATOR SIGNATURE



NOT TRANSFERABLE
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 I 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 I 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

Certificate of Completion

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



President



Certificate of Completion

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





President

Certificate of Completion

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





President

Certificate of Completion

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



President



Certificate of Completion

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



President



Certificate of Completion

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



President



Certificate of Completion

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



President



**grandMA2 User Class
101+102**



ACT Academy Completion Badge



Mitch Van Dyke
has completed
grandMA2 User Class 101+102
offered by
ACT Academy



Issued: April 20, 2018
Certificate No: e9e2jqgehr8





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 Trailing*

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)

Tim Cummins
President, IACCM

Certificate Number
190119004



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

A handwritten signature in black ink, appearing to read "Tim Cummins".

Tim Cummins
President, IACCM

Certificate Number

190119005

19 Jan 2019



IACCM Americas/Worldwide Headquarters
90 Grove Street, Ridgefield, CT 06877, USA



CERTIFICATE OF TRAINING

This certificate is presented to

David Bauer

For successfully completing

Integrated Systems Certification Level 1

04/27/2019

Issued Date

04/27/2021

Expiration Date



CERTIFICATE OF TRAINING

Awarded to
Jeff Steele

For participating in the
SYSTEM INTEGRATOR
Application Training Day





CERTIFICATE OF TRAINING

Awarded to
Jeff Steele

For participating in the
SYSTEM FUNDAMENTALS
Application Training Day





CERTIFIED TECHNOLOGY SPECIALIST

Jeremy Miller

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 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 CTS® designation.

A handwritten signature in black ink, appearing to read "Jeremy Caldera".

Jeremy Caldera, CTS-D, 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.



CERTIFIED TECHNOLOGY SPECIALIST

Installation

Jeremy Miller

has been examined and has demonstrated competence in all technical aspects of a Certified Technology Specialist™-Installation, has met the requirements of the AVIXA Independent Certification Committee necessary for professional competency, is in good standing in the Directory 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-Installation and the CTS®-I designation.

Effective Date
October 31, 2017
Date of Expiration
October 31, 2020
Certification Number
3341168

Jeremy Caldera, CTS-D, 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.



CERTIFICATE OF TRAINING

Awarded to
Jeremy Miller

For participating in the
SYSTEM INTEGRATOR
Application Training Day





CERTIFICATE OF TRAINING

Awarded to
Jeremy Miller

For participating in the
SYSTEM FUNDAMENTALS

Application Training Day





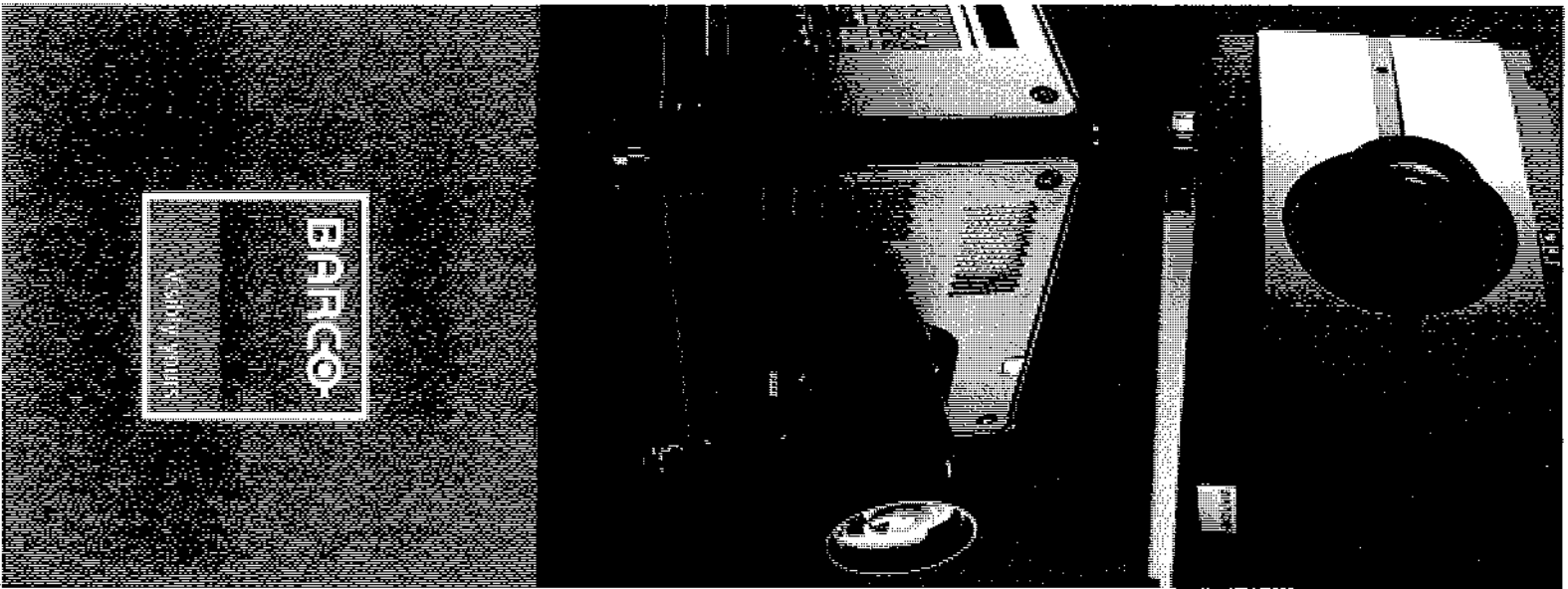
Certificate of Achievement

Mandy Brommel

has successfully completed

2019 Kevin Mitnick Security Awareness Training - 15 min

August 11, 2019



PROJECTION

Certificate of Achievement

Chris Kockler
Clearwing

has successfully achieved
the status of

Certified Specialist
For
HDX, HDF, HDQ Operations, Applications & Service

Bruce Allers
CSE & Certified Trainer

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



DIGITAL CINEMA

Certificate of Achievement

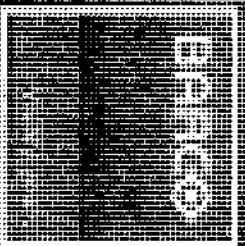
Chris Kockler
Clearwing Productions

has successfully achieved
the status of

Barco Certified Specialist

for

Digital Cinema Installation & Basic Maintenance



Treston Vorac
CSE & Certified Trainer

Issue date:
Valid until:

July 15, 2016
July 15, 2018

0600162

Certificate of Achievement

Chris Kockler

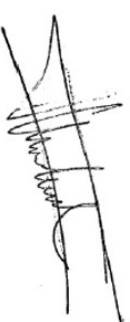
Has successfully completed

**Cinema - Barco High Brightness Safety
training**



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.





Q-SYS™

C E R T I F I E D

QSC

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

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

Certificate of Completion

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

Eric Ostlund

Sarah Danke VP Professional Services	Eric Ostlund Field Service Manager
---	--



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

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
Certified Installer
Certified Installer
Certified Installer
Certified Installer
Certified Installer
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

Certificate of Completion
is hereby granted to

Mandy Brommel

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

3M™ Epoxy Connector Installation

3M™ Connector Installation Practices

3M™ Fiber Optic Safety

3M™ Principles of Fiber Optics

Scanned by CamScanner

Bicsi



Jeffrey M. Dominique, Chief Instructor

Granted: January 7, 2016



FNT

3M

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

PHILIPS
dynalite 

Certificate of Completion

This is to confirm that

Mandy Brommel

from

Clearwing Systems Integration

completed the training seminar entitled

New Technician Training

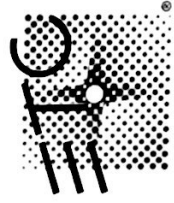
**Held at Electronic Theatre Controls, Inc
Middleton, WI**

Monday, October 12 through Friday, October 16, 2015

Sarah Danke

Sarah Danke

VP Professional Services



Entertainment Technician Certification Program
of



Hereby declares that

Jill Maurer

has fulfilled the requirements prescribed under the Entertainment Technician Certification Program
in the discipline herein specified and is hereby designated as an

ETCP Rigger - Theatre

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

Issuance Date: **May 30th, 2018**

Certification Number: **525**

Presented by:



Tim Hansen
TIM HANSEN, ETCP COUNCIL CHAIR

Julie Lauer
JULIE LAUER, ESIA PRESIDENT

CERTIFICATE OF COMPLETION

This is to confirm that

Jill Maurer

From

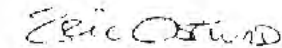
IM Clearwing

has successfully completed the following training course

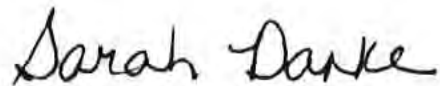
Rigging Recertification

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

*Sarah Danke
Vice President, Professional Services*



*Eric Ostlund
Field Service Manager, Professional Services*





CERTIFICATE OF ATTENDANCE K SYSTEM



TO CERTIFY THAT
MICHAEL JONAS

HAS PARTICIPATED IN THE
K2 SYSTEM
TRAINING MODULE

AWARDED ON APRIL 8, 2015

L-Acoustics® CERTIFIED TRAINER:

A handwritten signature in black ink, reading "Jamie Pallua".



CERTIFICATE OF ATTENDANCE K SYSTEM



TO CERTIFY THAT
MICHAEL JONAS

HAS PARTICIPATED IN THE
KARA SYSTEM
TRAINING MODULE

AWARDED ON APRIL 9, 2015

L-ACOUSTICS® CERTIFIED TRAINER:

A handwritten signature in black ink, reading "Janni Pallua".



CERTIFICATE OF ATTENDANCE SYSTEM FUNDAMENTALS



TO CERTIFY THAT
MICHAEL JONAS

HAS PARTICIPATED IN THE

- AMPLIFIED CONTROLLERS
- SOUNDVISION BASICS

TRAINING MODULES

AWARDED ON APRIL 7, 2015

L-ACOUSTICS® CERTIFIED TRAINER:

A handwritten signature in black ink, reading 'Jamie Palliser'.



CERTIFICATE OF TRAINING

Awarded to
Michael Magre

For participating in the
SYSTEM INTEGRATOR
Application Training Day





CERTIFICATE OF TRAINING

Awarded to

Michael Magre

For participating in the

SYSTEM FUNDAMENTALS

Application Training Day



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





Certified Technology Specialist

Michael Jonas

has been examined and has demonstrated competence in all technical aspects of a Certified Technology Specialist, has met the requirements of the InfoComm independent Certification Committee necessary for professional competency, is in good standing in the Directory 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 CTS® designation.

Effective Date
March 18, 2015
Date of Expiration
March 31, 2018
Certification Number
1332647

A handwritten signature in black ink, appearing to read "Richard F. Kowalske II".

Richard F. Kowalske II, CTS-D, CTS-I
Chair, InfoComm Independent
Certification Committee



infoComm
INTERNATIONAL®



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



Certified Technology Specialist Installation

Michael Jonas

has been examined and has demonstrated competence in all technical aspects of a Certified Technology Specialist™-Installation, has met the requirements of the InfoComm independent Certification Committee necessary for professional competency, is in good standing in the Directory 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-Installation and the CTS®-I designation.

Effective Date
March 21, 2016
Date of Expiration
March 31, 2019
Certification Number
3335604

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



InfoComm
INTERNATIONAL®



The InfoComm 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.



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

Certificate of Completion

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

Sarah Danke

D. Boggess

<i>Sarah Danke</i>	<i>Dan Boggess</i>
<i>VP Professional Services</i>	<i>Field Service Manager</i>



Certificate of Completion

This is to confirm that

Mike Jonas

from

Clearwing Systems

Completed the training seminar entitled

Recertification Training

**Held at Electronic Theatre Controls, Inc
Middleton, WI**

Monday, February 15 through Friday, February 19, 2016

Sarah Danke

Sarah Danke
VP Professional Services

Eric Ostlund

Eric Ostlund
Field Service Manager



®

Certificate of Completion

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 Danke

[Signature]

Sarah Danke VP Professional Services	Eric Ostlund Field Service Manager
---	---



Entertainment Technician Certification Program



Hereby declares that

Michael Jonas

has fulfilled the requirements prescribed under the Entertainment Technician Certification Program in the discipline herein specified and is hereby designated as an

ETCP Rigger - Theatre

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

Issuance Date: **Sep 18, 2019**

Certification Number: **3042**



Presented by:

Tim Hansen
TIM HANSEN, ETCP COUNCIL CHAIR

Jules Laive
JULES LAIVE, ESTA PRESIDENT

Certificate of Completion

On this Fifteenth Day of April, Two Thousand Sixteen

Presented to:

Mike Jonas

For successful completion of requirements for and attaining the title of



Jin Clements

Director of Education and Training



Andrew L. Edwards

President

Certificate of Completion

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

Jin Clements

Director of Education and Training



Andrew C. Shanks

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
Certified Installer
Certified Installer
Certified Installer
Certified Installer
Certified Installer
Certified Installer
Certified Installer



Jeffrey M. Dominique
Chief Instructor

Issued: 01/07/2016
Serial #16010707FOCTPA

Certificate of Completion
is hereby granted to

Mike Jonas

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

- 3M™ Epoxy Connector Installation
- 3M™ Connector Installation Practices
- 3M™ Fiber Optic Safety
- 3M™ Principles of Fiber Optics




Jeffrey M. Dominique, Chief Instructor
Granted: January 7, 2016



Certification issued from: FNT Fiber Network Training and Consulting Services

Phoenix, Arizona: 602-414-0606

Certificate #
16010707FOCTPA

Certificate of Completion

Michael Jonas, CTS

successfully completed

IUPC11 - Installation 1: System Fabrication

on

June 15, 2015

24 RUs

24 Hours



infoComm
INTERNATIONAL®
UNIVERSITY™

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)

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

Issued Date

Never

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

Issued Date

03/05/2021

Expiration Date



CERTIFICATE OF TRAINING

This certificate is presented to

Mike Jonas

For successfully completing

Wireless Basics

02/15/2019

Issued Date

02/15/2021

Expiration Date



This certifies that

Jeremy Miller

has successfully completed

DM Certified Designer – 4K (DMC-D-4K)

Date

2/1/2017

Authorized Signature

S. Baranovsky

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

T n d l

This is to confirm that

Ke Garner

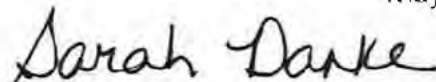
From

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



Eric Ostlund
Field Service Manager, Professional Services



CERTIFICATE OF TRAINING

Awarded to
Nick Dressler

For participating in the
SYSTEM INTEGRATOR
Application Training Day





CERTIFICATE OF TRAINING

Awarded to
Nick Dressler

For participating in the
SYSTEM FUNDAMENTALS

Application Training Day



Certificate of Completion

On this Fifth Day of December, Two Thousand Fourteen
Presented to:

David A. Olson

For successfully completing requirements for and attaining the title of



Jim Clements

Director of Education
& Training



Andrew C. Edwards

President



CERTIFIED TECHNOLOGY SPECIALIST

David Olson

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 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 CTS® designation.

Effective Date
June 8, 2019
Date of Expiration
June 30, 2022
Certification Number
1347979

A handwritten signature in black ink, appearing to read "Luke Jordan".

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.

Audinate

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.



Audinate

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.

infoComm INTERNATIONAL **RU**
CTS PROGRAM RENEWAL UNIT PROVIDER



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

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:

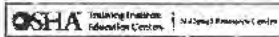
10-hour General Industry Safety and Health

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 card for fraudulent purposes, including false claims of having received training, may result in prosecution under 18 U.S.C. 1061. 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

5/31/2019

COMPLETION DATE

30.25 HOURS

COURSE DURATION

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

28757693



This is to certify that

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

A handwritten signature in blue ink that reads "Joseph Pham".

Joseph Pham
President and
Chief Executive Officer

A handwritten signature in blue ink that reads "Patrick Heyn".

Patrick Heyn
Director of Marketing & Training
QSC Systems Business Unit



This is to certify that

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



A handwritten signature in blue ink, reading "Joseph Pham".

Joseph Pham
President and
Chief Executive Officer

A handwritten signature in blue ink, reading "Patrick Heyn".

Patrick Heyn
Director of Marketing & Training
QSC Systems Business Unit

Q-SYS™

C E R T I F I E D

QSC™

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

This is to certify that

Nick Dressler

has completed

Q-SYS Level 1 Training (Online)

effective on May 17th, 2016

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 17th, 2019



Joseph Pham,
President and
Chief Executive Officer



Patrick Heyn
Senior Manager,
Training & Education



This is to certify that

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.



A handwritten signature in blue ink that reads 'Joseph Pham'.

Joseph Pham
President and
Chief Executive Officer

A handwritten signature in blue ink that reads 'Patrick Heyn'.

Patrick Heyn
Director of Marketing & Training
QSC Systems Business Unit



American Red Cross
Training Services

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

Certificate of Completion

Presented to:

RYAN PEAVEY

For successful completion of
Audio Principles
Provided by Extron

December 13, 2018
Date of Completion



Director of Education and Training



President

Certificate of Completion

Presented to:

RYAN PEAVEY

For successful completion of
AV Associate
Provided by Extron

December 18, 2018
Date of Completion



Director of Education and Training





President



CERTIFICATE OF TRAINING

Awarded to
Ryan Peavey

For participating in the
SYSTEM INTEGRATOR
Application Training Day



Certificate of Completion

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



President



CERTIFICATE OF TRAINING

Awarded to
Ryan Peavey

For participating in the
SYSTEM FUNDAMENTALS

Application Training Day



Certificate of Completion

Presented to:

RYAN PEAVEY

For successful completion of
Connectivity Principles
Provided by Extron

December 18, 2018
Date of Completion

Jim Clements

Director of Education and Training



Andrew C. Edmunds

President

Certificate of Completion

Presented to:

RYAN PEAVEY

For successful completion of
Control Principles
Provided by Extron

December 18, 2018
Date of Completion



Director of Education and Training





President

Certificate of Completion

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





President

Certificate of Completion

Presented to:

RYAN PEAVEY

For successful completion of
Networking Principles
Provided by Extron

December 13, 2018
Date of Completion

Jim Clements

Director of Education and Training



Andrew C. Edmunds

President

Certificate of Completion

Presented to:

RYAN PEAVEY

For successful completion of
Streaming Principles
Provided by Extron

December 18, 2018
Date of Completion



Director of Education and Training





President

Certificate of Completion

Presented to:

RYAN PEAVEY

For successful completion of
Video Principles
Provided by Extron

December 12, 2018
Date of Completion



Director of Education and Training





President



CERTIFICATE OF TRAINING

Awarded to
Sam Brunclik

For participating in the
SYSTEM INTEGRATOR
Application Training Day





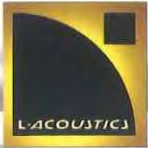
CERTIFICATE OF TRAINING

Awarded to
Sam Brunclik

For participating in the
SYSTEM FUNDAMENTALS

Application Training Day





CERTIFICATE OF ATTENDANCE

TO CERTIFY THAT: **DAVE TEMBY**

FROM: **CLEARWING PRODUCTIONS ARIZONA**

HAS PARTICIPATED IN: **THE SYSTEM INTEGRATOR TRAINING SEMINAR**

LACOUSTICS
System Integrator

Awarded on : **07/18/12**

L-ACOUSTICS authorized trainer :

A handwritten signature in black ink, appearing to be 'A. S. C.' or similar.



CERTIFICATE OF ATTENDANCE

TO CERTIFY THAT: **DAVE TEMBY**

FROM: **CLEARWING PRODUCTIONS ARIZONA**

HAS PARTICIPATED IN: **THE SYSTEM INTEGRATOR TRAINING SEMINAR**

L-ACOUSTICS
System Integrator

Awarded on : **07/18/12**

L-ACOUSTICS authorized trainer :

A handwritten signature in black ink, appearing to be 'A. J. C.', written over a horizontal line.

The Entertainment Technician Certification Program

OF

ESTA

Hereby declares that

Mitch Van Dyke

*has fulfilled the requirements prescribed under the Entertainment Technician Certification Program
in the discipline herein specified and is hereby designated as an*

ETCP Entertainment Electrician

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

Issuance Date: October 10, 2017

Certification Number: 2664



Presented by:

Tim Hansen

TIM HANSEN, ETCP COUNCIL CHAIR

Jules Lauve

JULES LAUVE, ESTA PRESIDENT



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

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.

This certification is valid through March 3rd, 2019

A handwritten signature in blue ink that reads "Joseph Pham".

Joseph Pham,
President and
Chief Executive Officer

A handwritten signature in blue ink that reads "Patrick Heyn".

Patrick Heyn
Senior Manager,
Training & Education

Q-SYS™

CERTIFIED LEVEL 2



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

This is to certify that

Mike Jonas

has completed

Q-Sys Level 2 Training

effective on September 18th, 2015

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

Joseph Pham,
President and
Chief Executive Officer

Patrick Heyn
Senior Manager,
Training & Education

Q-SYSTM CERTIFIED LEVEL 2



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

This is to certify that

Aaron Frisbie
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



certifies that

MIKE JONAS

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.



I confirm that I personally took the course listed above.

17108979

SERIAL NUMBER

4/13/2016

COMPLETION DATE

30.25 HOURS

COURSE DURATION

STUDENT SIGNATURE

As an Authorized OSHA Outreach Training Provider, ClickSafety verifies that this OSHA Outreach Training course was conducted in accordance with OSHA Outreach Training Program requirements. ClickSafety will document this class to the OSHA Authorizing Training Organization. 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.

17108979



certifies that

AARON FRISBIE

has successfully completed

OSHA 10 Hour Construction

and has earned 1 IACET CEUs and 10.3 Contact Hours.

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



I confirm that I personally took the course listed above.

17985116

SERIAL NUMBER

9/16/2016

COMPLETION DATE

10.25 HOURS

COURSE DURATION

STUDENT SIGNATURE

As an Authorized OSHA Outreach Training Provider, ClickSafety verifies that this OSHA Outreach Training course was conducted in accordance with OSHA Outreach Training Program requirements. ClickSafety will document this class to the OSHA Authorizing Training Organization. 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.

17985116



certifies that

MALINDA BROMMEL

has successfully completed

OSHA 10-Hour Construction

and has earned 1 IACET CEUs and 10 Contact Hours.

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



I confirm that I personally took the course listed above.

23806066
SERIAL NUMBER

3/18/2018
COMPLETION DATE

10.25 HOURS
COURSE DURATION

STUDENT SIGNATURE

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 OSHA card within 90 days of the completion date of the OSHA course. support.clicksafety.com





certifies that

BEN ROGGE

has successfully completed ClickSafety's web-based training course:

OSHA 30 Hour Construction

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



28757527

SERIAL NUMBER

8/8/2019

COMPLETION DATE

30.25 HOURS

COURSE DURATION

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

28757527



certifies that

MITCHELL VAN DYKE

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.



27355715

SERIAL NUMBER

12/31/2018

COMPLETION DATE

30.25 HOURS

COURSE DURATION

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

27355715



Biamp Education Experience

TESIRAFORTÉ

BIAMP SYSTEMS CERTIFIES THAT

AARON FRISBIE

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

MATT CZYZEWSKI
EXECUTIVE VICE PRESIDENT
OF OPERATIONS

GRAEME HARRISON
EXECUTIVE VICE PRESIDENT
OF MARKETING

BIAMP
SYSTEMS



certifies that

KEN GARDNER

has successfully completed ClickSafety's web-based training course:
OSHA 30 Hour Construction

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



28757610

SERIAL NUMBER

10/22/2019

COMPLETION DATE

30.25 HOURS

COURSE DURATION

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



certifies that

JP PRITCHARD

has successfully completed ClickSafety's web-based training course:

OSHA 30 Hour Construction

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



28757467

SERIAL NUMBER

6/30/2019

COMPLETION DATE

30.25 HOURS

COURSE DURATION

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

28757467

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.

AVL SYSTEM INSTALLATION

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

AVL EQUIPMENT SALES

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

CO-OP 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

Draperies

OMNIA PARTNERS CONTACT

Deborah Bushnell, CTSBO

Contract Manager - Public Sector

deborah.bushnell@omniapartners.com

(713) 554-7348



WISCONSIN / ARIZONA / COLORADO / CALIFORNIA

CSI AZROC 299258, 296081

systems.clearwlng.com

WISCONSIN OFFICE

11101 W. Mitchell St.
Milwaukee, WI 53214

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

ARIZONA OFFICE

5640 S. 40th Street, Suite 1
Phoenix, AZ 85040

(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 Acoustics
ARRI
Ashly
AT
Atlas Sound
Audio Technica
Audix
Auralex
Automatic Devices Company
Crestron
Avid
Aviom
Avolites
Barco
BellaTEX
BenQ
BeyerDynamic
Black Magic
Blizzard Lighting
Bogen Manfrotto
Bose
BSS Audio
Canto USA
Chamsys
Chauvet
Chief
Christie
ChromaQ
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
Denon
DBX Professional
DiGiCo
Doug Fleenor Design
DPA Microphones
Draper
Drawmer
Earthworks
EAW
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
Listen Technologies
Littlite
Look Solutions
Lycian
Lyntec
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
Neumann
NEXO
One Systems
Panasonic
Pathway Connectivity
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
Show Solutions
Shure
SKB
Soundcraft
SSRC
Stage Maker
Staging Concepts
Staging Dimensions
Strand Lighting
Strike
Strong Lighting
Summer
SurgeX
Swisson of America
T.C. Electronics
Tannoy
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

Martin



Extron

BARCO

QSC

ROSS

SENNHEISER

SHURE



Clear-Com

COLOR KINETICS

Absen

DIGICO



CRESTRON

JBL

YAMAHA

CHAUVET

Panasonic



ELATION

BellaTEX

AMX



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



**Elevate
Your
Sound**

systems.clearwing.com



**With *Clearwing*,
top brand doesn't
have to mean
top dollar.**

Elevate Your Sound on a Budget

Clearwing Systems Integration designs and installs professional audio systems for venues of all shapes and sizes. From gymnasiums and churches, to music venues and brand experiences, we've tackled sound in spaces with a variety of challenges.

From renovations to new construction, Clearwing Systems Integration knows how to design a high quality and user-friendly audio system to satisfy any application.

Because of our long-term manufacturer relationships and our commitment to client satisfaction, we are able to deliver the highest quality systems at the most competitive prices.

By utilizing the industry's latest and most innovative audio gear from manufacturers like L-Acoustics, Tectonic, Shure, QSC, Yamaha and Allen & Heath, our team of highly skilled designers, engineers and technicians are committed to providing world class systems while still getting you the most bang for your buck.

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: _____

Title of Authorized Representative: _____

Mailing Address: _____

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: _____

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 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

Date

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 _____

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:

Starting 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
--------------	---------

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

of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? _____
(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, 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.

Company Name

Signature of Authorized Company Official

Printed Name

Title

Date

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.

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

Signature of Respondent

Date

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:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Date

DOC #13 NON-COLLUSION AFFIDAVIT

Company Name:

Street:

City, State, Zip Code:

State of New Jersey

County of _____

I, _____ of the _____
Name City

in the County of _____, State of _____ of
full age, being duly sworn according to law on my oath depose and say that:

I am the _____ of the firm of _____
Title Company Name

the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of New Jersey
My commission expires _____, 20____

SEAL

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:

- 1. A photo copy of their Federal Letter of Affirmative Action Plan Approval _____
OR
- 2. A photo copy of their Certificate of Employee Information Report _____
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 of my knowledge and belief.

Authorized Signature and Title

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 its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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 Subchapter 10 of the Administrative 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/lfnslfnmenu.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:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed 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.

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 Executive}

County Clerk

Surrogate

Sheriff

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

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

DOC #16 STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- | | | |
|--|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Subchapter S Corporation |
| <input type="checkbox"/> Sole Proprietorship | | |

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this ____ day of _____, 2__.	_____ (Affiant)
(Notary Public)	_____ (Print name & title 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: CLEARWING SYSTEMS INTEGRATION, LLC

Title of Authorized Representative: GENERAL MANAGER

Mailing Address: 11101 W. MITCHELL ST MILWAUKEE, WI 53214

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: CLEARWING SYSTEMS INTEGRATION, LLC

Title of Authorized Representative: GENERAL MANAGER

Mailing Address: 11101 W. MITCHELL ST. MILWAUKEE, WI 53214

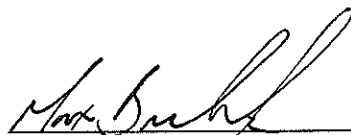
Signature: 

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 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

1/13/20

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

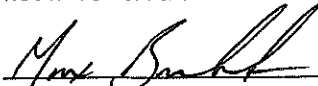
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons 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

1/13/20

Date

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:

Starting 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

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? MB
(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? MB
(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? MB
(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? MB
(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? MB
(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? MB
(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? MB
(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? MB
(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? MB
(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

of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? MB
(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, 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? MB
(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? MB
(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? MB
(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

Max Brunclik
Signature of Authorized Company Official

MAX BRUNCLIK
Printed Name

GENERAL MANAGER
Title

1/16/20
Date

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.

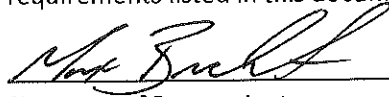
Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to 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.

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



Signature of Respondent



Date

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 INTEGRATION, LLC

Street: 1101 W. MITCHELL ST

City, State, Zip Code: MILWAUKEE WI 53214

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I MAX BRUNCLIK, an authorized representative of CLEARWING SYSTEMS INTEGRATION corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
<u>GREGG BRUNCLIK</u>	<u>N82 W28583 HILLCREST DR HARTLAND WI 53029</u>	<u>75%</u>
<u>DIANE BRUNCLIK</u>	<u>N82 W28583 HILLCREST DR. HARTLAND WI 53029</u>	<u>25%</u>

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

DOC #13 NON-COLLUSION AFFIDAVIT

Company Name: CLEANING SYSTEMS INTEGRATION LLC
Street: 11101 W. MITCHELL ST
City, State, Zip Code: MILWAUKEE WI 53214

State of New Jersey

County of _____

I, _____ of the _____
Name City

in the County of _____, State of _____ of
full age, being duly sworn according to law on my oath depose and say that:

I am the _____ of the firm of _____
Title Company Name

the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of New Jersey
My commission expires _____, 20____

SEAL

Company Name: CLEARWING SYSTEMS INTEGRATION LLC
Street: 11106 W. MITCHELL ST
City, State, Zip Code: MILWAUKEE WI 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. 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:

- 1. A photo copy of their Federal Letter of Affirmative Action Plan Approval _____
OR
- 2. A photo copy of their Certificate of Employee Information Report _____
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 X
- 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.

Michael J. ... - General Manager
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.

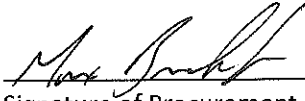
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or 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 its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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 Subchapter 10 of the Administrative 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:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed 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.

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 Executive}

County Clerk

Surrogate

Sheriff

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

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

DOC #16 STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- | | | |
|--|---|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Corporation | <input checked="" type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Subchapter S Corporation |
| <input type="checkbox"/> Sole Proprietorship | | |

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: <u>GREGG A. BRUNCLIK</u>	Name: <u>DIANE E. BRUNCLIK</u>
Home Address: <u>N82 W28588 HILLCREST DR. HARTLAND WI 53029</u>	Home Address: <u>N92 W28588 HILLCREST DR. HARTLAND WI 53029</u>
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 17th day of January, 2022

[Signature] (Affiant)
Nick Dressler - GM (Print name & title of affiant)

(Notary Public) [Signature]
 My Commission expires: 5-12-23

OFFICIAL SEAL
 BREIANNE MILLER
 NOTARY PUBLIC - ARIZONA
 MARICOPA COUNTY
 COMM # 566818
 My Comm. Expires May 12, 2023

(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.