



June 23, 2022

Attn: Region 10 ESC

Re: Janitorial & Facility Supplies
Request For Proposal
#R10-1138

Thank you for accepting Network Distribution's response to this RFP.
It is a pleasure to work with Region 10 ESC and Equalis Group .

If you have any questions regarding the attached documents, please reach out for clarity.

Regards -

Jennifer Eichorn
Proposals Manager

224.361.2094
jeichorn@networkdistribution.com

PROPOSAL FORM 2: QUESTIONNAIRE AND EVALUATION CRITERIA

| Evaluation Criteria | Question | Answer |
|---|---|--|
| Basic Information | | |
| Required information for notification of RFP results | <i>What is your company's official registered name?</i> | Network Services Company DBA Network Distribution (<i>Network</i>) |
| | <i>What is the mailing address of your company's headquarters?</i> | 1100 E Woodfield Road Suite 200 Schaumburg IL 60173 |
| | <i>Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.</i> | Martha Renkoski, Corporate Account Director, mrenkoski@networkdistribution.com, 224.361.2036 Jennifer Eichorn, Proposals Manager, jeichorn@networkdistribution.com, 224.361.2094 |
| Products/Pricing (30 Points) | | |
| Coverage of products and services | No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination | |
| Ability of offered products and services to meet the needs requested in the scope | No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination | |
| Pricing for all available products and services, including warranties if applicable | <i>Does the respondent agree to offer all future product and services at prices that are proportionate to contract pricing offered herein?</i> | Yes. |
| | <i>Does pricing submitted include the required administrative fee?</i> | Yes. |
| | <i>Do you offer any other promotions or incentives for customers? If yes, please describe.</i> | <i>Network</i> offers various volume discounts for minimum order quantities. Equalis members can consolidate purchases in order to take advantage of volume discounts to meet minimums when a single delivery location is designated. On occasion, manufacturers offer <i>Network</i> volume discounts at which time <i>Network</i> would offer those savings to Equalis member locations that could handle those volume quantities. <i>Network's</i> local distributors can offer up additional discounts tailored to the needs of individual purchasers based on volume and product mix. These opportunities for our distributors to customize programs, based on volume or other specific buys, are part of <i>Network's</i> unique power of local - which provides not only expertise and individualized customer service, but direct knowledge about individual PPA's. Annually, Region 10 and <i>Network</i> will work together to evaluate purchasing trends to identify opportunities. |
| Ability of Customers to verify that they received contract pricing | <i>Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?</i> | Yes. The attachment B pricing categories are a representation of <i>Network</i> offerings. Region 10 end participating agencies will have access to a wide variety of manufacturers, items, and services through our local distribution centers, who can customize programs and offerings as needed. |

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| | <p><i>Outline your pricing strategy provided in Attachment B. If utilizing a list price, please indicate where agencies can find the list and your methodology for determining that list price.</i></p> | <p><i>Network</i> will utilize a discount off list price model based on a combination of the manufacturer and <i>Network</i> published list price for Region 10 as shown on Attachment B. In many cases a manufacturer list price is not available. Quoted prices and subsequent product additions and price changes are based on <i>Network</i>'s cost with supported letters from the manufacturer in cases of increase or decrease.</p> <ul style="list-style-type: none"> • The discount percentages listed on Attachment B will remain firm for the life of the contract. • Discounts are listed by product category. • Network Distribution will establish a file location upon award and provide it to Region 10. <p>For each participating agency, <i>Network</i> will offer a customized core list, reflective of the needs of the individual agency. Those prices will reflect the appropriate discount which will result in a not-to-exceed dollar figure. These prices will be based on negotiated product costs from our manufacturers. In addition to the discount off list schedule, <i>Network</i> can provide Region 10 with a Core List of top-selling items that will reflect the net price of items most frequently purchased by participating agencies; these would be the items with the most aggressive pricing providing the greatest value to participants.</p> <p>This offer includes pricing offered exclusively for Region 10/Equalis. Participating public agencies receive the benefit of the aggregate spend of Equalis Group members.</p> <p>A customer may choose to engage in a fixed cost approach to procuring janitorial supplies and related equipment. Those supplies may be a combination of core and non core items. Pricing for this program may be based on square footage, building occupancy, or a combination of both and will be compliant with contract guidelines.</p> <p><i>Network</i> monitors competitive pricing and product mix annually. We agree to negotiate in good faith to lower any prices that are misaligned with the market. Misalignment with the market is determined by feedback from contract participants, lost opportunities, and/or other market intelligence as received or gathered from any source.</p> |
| | <p><i>Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments</i></p> | <p>Various invoicing methods are available depending on the needs of Region 10. These include electronic consolidated invoicing and EDI or other electronic invoicing. Payment may be submitted via electronic funds transfer (EFT), bank check, automated clearing house(ACH), EDI 820 remittance, or other electronic formats. Credit cards may be submitted at time of purchase and will be subject to an additional handling fee.</p> |
| <p>Other factors relevant to this section as submitted by the Respondent</p> | <p>No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination</p> | |

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| <p>Performance Capability (25 Points) Demonstrated ability to provide best-in-class products and services to the Equalis Group membership</p> | <p><i>Please provide an overview of your products and services. Please be specific; your answer to this question, along with products/services provided in your pricing file will be used to evaluate your offering.</i></p> | <p><i>Network</i> manages national programs for corporate account customers across the U.S. Operating over 700 distribution facilities throughout North America, Canada, Mexico, Puerto Rico and the U.S. Virgin Islands. <i>Network</i> provides a broad product selection, having built strategic alliances with the industry’s best in class manufacturers for more than 50 years. Our award winning technology platform and dedication to superior customer service to more than 1,300,000 customer locations are only some of the advantages <i>Network</i> offers to corporate account customers.</p> <p><i>Network</i> focuses mainly on five specific business segments: Commercial Real Estate/Building Services, Healthcare, Foodservice, the Hospitality and Industrial Packaging corporate accounts. Our strength is in these segments, utilizing our programs and products in the following categories: Janitorial supplies - including towel & tissue, can liners, hand soaps and sanitizers, chemicals, janitorial housekeeping supplies, janitorial equipment sales and personal & safety products; as well as food service disposables, industrial packaging, segment and/or customer specific products, etc. We have also worked with several government agencies which have expressed the desire and need for additional security measures. Therefore, in select areas, <i>Network</i> is able to offer document shredding as service. Additionally, we can customize programs to meet individual needs such as indoor air quality, specialty equipment service and repair. We suggest speaking with your local representative, should this option be of interest.</p> <p>Our programs provide Flexibility, Accountability and Expertise, as compared to one-size-fits-all models. Collaboratively we work together to find the solutions that best fit your needs. We can suggest a menu of options and you select the programs you wish to utilize as we guide you through the development of a customized distribution program.</p> <p><i>Network</i> locations across North America stock a complete line of cleaning supplies, facility products, food service disposables, restaurant supplies, packaging, safety, laundry and other categories that are essential for the daily operations of all facilities. With over \$4.5 billion in annual sales we are one of the largest suppliers in the category and offer a complete array of products and services including:</p> <ul style="list-style-type: none"> ▪ Carpet Care ▪ Cleaning Chemicals ▪ Cleaning Supplies including tools, accessories, brushes, receptacles, and equipment ▪ Custodial equipment: floor sweepers, scrubbers, extractors, vacuums, burnishers, pressure washers, air blowers/dryers, parts (belts, brushes, wheels, filters, pads, batteries, chargers, detergents, and other replacement parts and supplies) ▪ Dilution Control & Chemical/Dilution Stations /Systems ▪ Document shredding ▪ Facility Maintenance Products ▪ Floor Equipment ranging from vacuums to scrubbers and all other equipment ▪ Food Service Disposables ▪ Food Service Heavy Equipment: Freestanding products, with or without a utility used for the preparation, holding, or storage of food or beverage products in the Foodservice industry. Foodservice Heavy Equipment shall have a 3rd party certification for approved commercial use ▪ Furniture ▪ Green Products & Supplies with Ecologo and Green Seal certifications ▪ Hard Floor Care and Maintenance ▪ Indoor Air Quality equipment, filters and supplies including air purifiers ▪ Industrial Paper and Dispensers ▪ Institutional and Industrial Laundry and Kitchen ▪ Material Handling Products ▪ Matting ▪ Microfiber Cleaning Products |

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| | | <ul style="list-style-type: none"> ▪ Personal Care & Safety Products ▪ Private Label ▪ Repair Parts and Supplies ▪ Restroom Care ▪ Skin Care ▪ Smallwares: Portable, multiple-use manual or motor-driven food or beverage preparation tools used in the Commercial Foodservice industry ▪ Tabletop: Multiple-use service ware and display products used by individuals or groups for food or beverage consumption or decoration in the Commercial Foodservice industry. ▪ Waste and Recycling <p>For a look at <i>Network's</i> core Products visit : https://us.networkdistribution.com/products/</p> |
| | <p><i>Please outline any other services you provide such as consultation, software, equipment rentals, financial services, etc.</i></p> | <p><i>Network's</i> value is the strength of the services we provide, from Training to equipment service and repair. <i>Network</i> provides local expertise to benefit each purchasing location. Our local distributor sales representatives are responsible for establishing relationships with their customers, exploring what unique needs they may have, establishing order guides and replenishment criteria, anticipating order/delivery days, determining regularity of visits with the customer, and scheduling site specific training as needed. The opportunities are many, depending on specific customer needs.</p> <p>In summary, <i>Network</i> places top priority on our "Value Added Services" offering. We are a proven and dependable business partner to multiple national account customers due to our strong foundation of consultative selling, always anticipating the customers' needs, and developing the corresponding support programs. The cornerstone of our successful strategy is the multitude of Value-Added Services that we provide, day in and day out. Value-added services continue to be a mainstay in our partnership contract. The final goal of our contract is to not only provide quality products delivered at the most efficient scale of ability, but to also provide Members and potential participating agencies with solutions to the many challenges they are faced with on a daily basis within the general scope of work of this solicitation.</p> <p>Here is a high-level summary of our offering where services available for customers include:</p> <ul style="list-style-type: none"> ▪ Manufacturer Reduction / Product Standardization ▪ Cost of Acquisition/Procurement Savings ▪ Cost of Procurement Savings ▪ Commitment to "Green/Sustainability"-LEED Support, exclusive partner with Building Wellness Institute ▪ Centralized Ordering & Billing ▪ Facility surveys ▪ Program / Product Recommendations and testing ▪ On-site product and program training ▪ Facilities ▪ Warewashing ▪ Nutrition ▪ Laundry ▪ Equipment (kitchen, floor care, etc.) |

PROPOSAL FORM 2: QUESTIONNAIRE AND EVALUATION CRITERIA

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| | | <p>Customer Training manuals:</p> <ul style="list-style-type: none"> ▪ EVS Cleaning – LTC ▪ EVS Cleaning – Acute Care ▪ Cleaning for Norovirus ▪ Cleaning Guest Rooms ▪ Cleaning Public Restrooms ▪ HACCP Awareness ▪ Bed Bug Awareness ▪ Dietary Cleaning - LTC ▪ Laundry Processes ▪ C.Diff Awareness ▪ Customized training manuals as needed <p>Ongoing product/program development:</p> <ul style="list-style-type: none"> ▪ New product implementation ▪ Dispenser installments /training ▪ Product testing / samples <p><i>Network</i> has a complete suite of facility, foodservice, janitorial and safety training programs. Our toolbox approach is designed for us to curate the perfect set of solutions. From the top level we start by gather and evaluating data, then work with your management team to establish benchmarks and goals. Finally, we collaborate with each site to train and implement the programs. A few of our core capabilities include: Job work loading software, Customizable job cards and wall charts, Cost calculators, Web based training modules, Web based custodial management quality control tools with report generator, Group webinar events, Custom website specific to Equalis programs with individual user logins, On-site training provided by industry trained and certified associates, Training certification for Risk Management and Employee Documentation, Local product innovation tradeshows</p> <p>Customer Visits to Our Facilities: Our distributors host numerous events throughout the year to better educate their customers regarding best practices and regulatory updates. We employ experts in a variety of roles, whether it is in Floor Care or workflow issues, paired with our long-term relationships with leading manufacturers. What better way to share our knowledge than to invite you in!</p> <p><u>Open Houses and Trade Shows:</u> These events are designed to educate our customers about their various product and equipment options available, based on our vast network of manufacturers' resources. Typically scheduled for a half-day, <i>Network</i> will create a schedule for our manufacturers to conduct a focused presentation on a hot topic, followed by Vendor Fair where the customers can see a greater variety of equipment and products, ask questions, and learn from the experts.</p> <p><u>Seminars:</u> Training, workshops, in-servicing, equipment and product demonstrations are all value adds that we provide to customers. In addition to training scheduled as needed, we also establish training schedules quarterly, semi-annually and annually to maximize customer employee education. Often times our training qualifies for CEU points.</p> <p><u>Local Chapter Meetings:</u> As an example of our close relationship and support of various associations for public professionals, in Glendale, Wisconsin, we have hosted the Wisconsin SNA (School Nutrition Association of Wisconsin) chapter meetings. We have a spacious event center/showroom as part of many of our facilities appropriate for this type of functions. Additionally, Boelter is a gold sponsor for the SNA of Wisconsin and one of the top Boelter sales managers sits on the board for the SNA of Wisconsin, Anne Stern.</p> <p>For additional services detail, visit: https://us.networkdistribution.com/services/</p> |

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| History of meeting the shipping and delivery timelines | <p><i>Outline the method in which your products are delivered to customers, including whether your products are provided through dealers or distributors and how you work with those dealer/distributors.</i></p> | <p><i>Network</i> is a distribution organization with over 700 locations across the U.S. <i>Network</i> is 100% distributor owned - and as owners, each <i>Network</i> local distributor is uniquely invested in providing consistency to deliveries, the highest level of service, and integrity of all interactions from sales to delivery. Every distributor has signed a Business Practice Agreement outlining the parameters that must be met in order to successfully service National Accounts.</p> <p>There are more than 32,000 U.S. employees at our warehouse and operations centers and an additional 7,500 outside sales people across North America plus 75 Corporate Account Champions located at each of our distributors whose purpose is to administer and support our global corporate account initiatives. Within the state of Texas alone, <i>Network</i> has over 439,073 sq. ft. of warehouse space, and over 400 total employees, with more than 150 distributor sales reps. For over 54 years, <i>Network</i> has purchased directly from the industry's best-in-class manufacturers to provide timely delivery across our footprint.</p> <p>The customer will place order directly with the closest <i>Network</i> distribution center, which allows for direct access, in market inventory, and the opportunity for better service and customer understanding with a local presence.</p> |
| | <p><i>Indicate the typical timeframe for products to be received after an order is placed. Outline how you work with customers to schedule shipping time frames.</i></p> | <p><i>Network's</i> standard lead time for core items is next business day delivery for orders entered prior to order cut-off the previous business day. Exceptions would be non-core (special order) items, spot buys, items purchased in excess of typical order quantities, etc. <i>Network's</i> local distributor sales representatives are responsible for establishing relationships with their local customers, understanding unique needs such as anticipated order/delivery days, shipping communications, and more.</p> |
| Return and restocking fees, shipping charges, and all other fees (must be included in pricing worksheet if applicable) | <p><i>Describe your process for handling customer returns, including any associated fees or charges</i></p> | <p>Items returned due to customer error will be charged a 15% restocking fee. If the return is a result of distributor error, the restocking fee will be waived. All returned products must be in the original container, in resalable condition and usable prior expiration date of the product. All returns must be made within 90 days of delivery date . Prior return notification is required.</p> |
| | <p><i>Is there a minimum order amount before a delivery is made? If so, please indicate that amount.</i></p> | <p>Minimum order size \$750; \$75 fee for orders below minimum.</p> |
| | <p><i>Outline any other charges or fees that may be incurred by customers. Were all charges and fees listed in Attachment B – pricing worksheet?</i></p> | <p>Non-Conus sites may be subject to a 20% premium for freight and any tariffs or additional fees. Any items or shipments considered oversized that may require additional handling or freight may incur additional charges. All areas qualify to receive fulfillment of orders, however, depending on exact ship-to location, which are unknown at this time, remote locations could be charged freight for order deliveries. Any such locations would be disclosed and mutually agreed upon prior to any order shipments. Shipment required outside of regular business hours/weekends, may incur additional delivery charges which will be disclosed prior to any order shipments.</p> <p>Additional freight charges may apply for items exceeding certain height and weight, furniture, bulk items, cases of bottled water and other beverages, furniture, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries.</p> |

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| Response to emergency orders and requests | <i>Describe the type of emergency orders or requests your organization typically receives and how you respond to those requests</i> | <p><i>Network</i> is especially suited to support emergency orders through our local distribution model. Emergency and rush orders are available, possibly with same-day delivery options, depending on when the order is placed. These orders can be phoned in to the local distributor if electronic order entry will not provide the needed response/delivery time. Emergency orders may incur specific delivery fees, which are a pass-through of courier fees and will require written location approval prior to order processing.</p> <p><i>Network</i> serves over 1.3 million end-user locations through 700+ distribution facilities across North America. Each distribution center warehouses a core set of jan-san, housekeeping, industrial packaging, and safety products. In the event of a disaster that renders a distribution center unable to meet a location's required level of service, we engage our business continuity plan to direct orders to the nearest <i>Network</i> distributor to fulfill product needs. In addition, every distributor has a formal Emergency Preparedness Plan that they immediately implement during natural disasters, inclement weather, etc. Our priority is making sure that our customers are serviced in a timely and accurate manner, even under the most challenging of circumstances.</p> |
| Customer service/problem resolution | <i>Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).</i> | <p><i>Network's</i> Customer Service structure is multi-layered. <i>Network</i> Corporate Headquarters provides a dedicated Corporate Account Specialist and to help resolve issues or respond to corporate program inquiries. Both corporate and local phone support are available Monday through Friday, 8:00 a.m. to 5:00 p.m. in each respective time zone. The <i>Network</i> Corporate Account Director is the point-of-contact outside of normal business hours, the act as key Region 10 contact.</p> <p><i>Network</i> prides ourselves in our extensive distribution system, with over 700 distribution locations, providing coverage to all 50 states. Approximately 95% of our distribution locations are supported with a full support staff, including customer service and product advisory support. Equalis customers will have access at every level of support available, from product inventory assistance, to product recommendations and training, to LEED support and regulatory training. Customer Service is readily available during traditional business hours. Emergency and after hours contact information will be provided.</p> |
| Financial condition of vendor | <i>Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters</i> | As a private corporation, <i>Network</i> does not disclose financial statements or specific financial information to individuals or entities. We would welcome a meeting with your senior financial staff to walk through the unique aspects of our business. For more info or to schedule a review, please contact Mike Johnson, CFO at 224-361-2233. |
| | <i>What was your annual sales volume over last three (3) years?</i> | As a private corporation, <i>Network</i> does not disclose financial statements or specific financial information to individuals or entities. We would welcome a meeting with your senior financial staff to walk through the unique aspects of our business. For more info or to schedule a review, please contact Mike Johnson, CFO at 224-361-2233. |

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| Capabilities related to ordering, returns and reporting | Provide relevant information regarding your ordering process, reporting process. Include any specific consultation you provide to customers during this process. | <p><i>Network</i> will fully comply with Equalis' reporting requirements. The goal of all reporting is to assist The Equalis Group, Region 10 ESC, and participating agencies in analyzing total spend to better make decisions that can increase revenue, improve outcomes and reduce waste.</p> <p><i>Network</i> needs to fully understand the exact needs and expectations of future locations to define the appropriate ordering options. Below are some examples.</p> <p>Ordering options include:</p> <ul style="list-style-type: none"> • <i>Network's</i> Marketplace online ordering system • EDI • Phone to local <i>Network</i> distributor • Local <i>Network</i> distributor ordering system • Fax/e-mail to local <i>Network</i> distributor • Integration with other platforms <p>Marketplace is <i>Network's</i> web-based order entry system. This user friendly procurement tool ensures a simple, intuitive ordering process and customized reporting. Marketplace is supported by a long list of capabilities that focus on controlling costs.</p> <ul style="list-style-type: none"> • Customer specific catalogs • Budgeting and order approval options • Sophisticated reporting capabilities • Simple search capabilities • Quality product images and item detail • Personalized favorite lists • Optimized for mobile devices |
| Training & Implementation | Describe training or support you provide to help agencies understand how to utilize the spaces and technology equipment being installed. | <p><i>Network's</i> power of local provides individual expertise for each customer location. Our distributor sales representatives are responsible for establishing relationships with their local facilities, exploring what unique needs they may have, establishing order guides and replenishment criteria, anticipated order/delivery days, determining regularity of visits with the customer, and planning site specific training.</p> <p>Training and education is the foundational value that <i>Network</i> provides to our customers. All <i>Network</i> training is provided at no cost. Through our distributors, we offer a host of different training formats such as: cleaning guides, on-site training, educational seminars, computer based training, webinars, and online training. Our onsite training is performed at the individual customer location during a time frame that best suits the target audience. For example, onsite training for one customer may include three training time schedules: day, swing and night shifts. In addition, this training is customized to meet the specific needs of a location, versus generic training programs that may miss unique topics which require specific attention. <i>Network</i> will research and create whatever tools are required to better serve our customers. Beyond products, we deliver solutions that positively impact the health and wellness of your buildings and its occupants. Today, cleaning is strongly focused on employee and customer wellness and education. From sustainable green cleaning practices and comprehensive training certification programs, to our local Account Managers who are experts in cleaning, we have your needs covered.</p> <p>Services offered that are above and beyond include: proper workloading, LEED support, CIMS training, HACCP support, cleaning for Norovirus, floor care equipment repair & warranty service (local and mobile), custom food service items, cafeteria/kitchen design and planning, commercial warewash, industrial laundry and many other consulting services.</p> |

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| Other factors relevant to this section as submitted by the Respondent | 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 | <p><i>Network</i> fully complies with Region 10 and Equalis reporting requirements; and will comply with any additional requirements from Equalis. The goal of all reporting is to assist The Equalis Group in analyzing total spend to better make decisions that can increase revenue, improve outcomes and reduce waste.</p> <p><i>Network</i> will provide reporting to include purchase history by item/by location/by invoice in the format defined by Equalis Group. <i>Network</i> will also include Equalis Group into our monthly reporting process and a customized report will be sent to you each month via the vehicle of choice. For the required Equalis Group activity reports, <i>Network</i> utilizes an industry standard reporting template that captures all data fields required by all National Account customers. This allows distributors to submit one report with all required data for all contracts. Custom reports are available, pending reporting parameters to create the custom reports.</p> <p>While several reporting options are already available, <i>Network</i> will customize reports as needed to meet your requirements. Customized Reporting available includes:</p> <ul style="list-style-type: none"> • Line item detail • Usage by location • Summary reports • Usage by Distributor • KPI and CI tracking |
| | Provide your safety record, safety rating, EMR and worker's compensation rate where available. | Safety information can be provided by local <i>Network</i> distributors as required. |
| Qualification and Experience (25 Points) | | |
| Respondent reputation in the marketplace | Provide a link to your company's website | https://us.networkdistribution.com/ |
| | Please provide a brief history of your company, including the year it was established. | <p><i>Network Distribution</i>® (<i>Network</i>) was established in 1968 to provide products and related services to corporate account customers on behalf of our distributors. Today, 54 years later, <i>Network</i> is North America's leading and largest distributor of paper, janitorial housekeeping and maintenance supplies, industrial packaging, food service disposables, printing paper, and related products. With over \$21 billion in total annual sales, <i>Network</i> manages national programs for corporate account customers across the U.S. Operating over 500 distribution facilities throughout North America, Canada, Mexico, Puerto Rico and the U.S. Virgin Islands.</p> <p><i>Network</i> provides a broad product selection, having built strategic alliances with the industry's best in class manufacturers for more than 50 years. <i>Network's</i> award winning technology platform and dedication to superior customer service to more than 1,300,000 customer locations are only some of the advantages we offer to corporate account customers.</p> <p><i>Network</i>, as an organization, focuses mainly on five specific business segments: Commercial Real Estate/Building Services, Healthcare, Foodservice, the Hospitality and Industrial Packaging corporate accounts. Our strength is in these segments, utilizing our programs and products in the following categories: Janitorial supplies - including towel & tissue, can liners, hand soaps and sanitizers, chemicals, janitorial housekeeping supplies, janitorial equipment sales and personal & safety products; as well as food service disposables, industrial packaging, segment and/or customer specific products, etc. We have also worked with several government agencies which have expressed the desire and need for additional security measures. Therefore, in select areas, <i>Network</i> is able to offer document shredding as service. We suggest speaking with your local representative, should this option be of interest.</p> <p>Our programs provide Flexibility, Accountability and Expertise, as compared to one-size-fits-all models. Collaboratively we work together to find the solutions that best fit your needs. We can suggest a menu of options and you select the programs you wish to utilize as we guide you through the development of a customized distribution program.</p> |

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| Past relationship with Region 10 ESC and/or Region 10 ESC members | Have you worked with Region 10 in the past? If so, what was the timeframe for that work? | <p><i>Network</i> has served over 150 Equalis Group member locations via our Region 10 ESC contract at an annual rate of \$1,250,000 in the 2021 calendar year. We anticipate a growth rate of 35% for the 2022 calendar year. We attribute our growth, not only to a productive and healthy relationship with Equalis and Region 10 personnel, but due to <i>Network's</i> strategic market segment process. We have become active in the appropriate public sector associations on both a national and local level, training our sales team on the nuances of cooperative purchasing and how to best introduce the concept to our target customers. We continue to ramp up our efforts with new programs and enhanced, more focused training and sales aid development. These sales figures represent the tip of the iceberg for our organization. In short, the public sector is at the forefront of <i>Network's</i> focus and growth strategy over the next 5-10 years.</p> <p>In 2019, <i>Network</i> was awarded the contract with Region 10 ESC. As the incumbent for Janitorial and Facility Supplies, we have established a working relationship and understanding of Region 10 business and locations and look forward to years of future growth.</p> |
| Experience and qualification of key employees | <p>Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following:</p> <ul style="list-style-type: none"> *Executive Support *Account Manager * Contract Manager * Marketing * Billing, reporting & Accounts Payable <p>Past</p> | <p>Martha Renkoski, Corporate Account Director, has over 25 years of experience in the sanitary supply and wholesale distribution industry. Specifically, in the last 8 years, she has focused solely on the public sector and has become our resident expert on cooperative purchasing. She brings value to <i>Network</i> Distribution and our customers through sales training, program development, contract knowledge, and interpersonal skills. She continues to expand her knowledge through avid engagement within the vast world of public procurement, via supplier, cooperative and procurement personnel. Furthermore, she has demonstrated highly developed organizational, territory, and account management skills during her years of service at Georgia Pacific, SCA, Strategic Market Alliance and now <i>Network</i> .</p> <p>Executive Support Rebecca Barraza, VP – Business Development rbarraza@networkdistribution.com 949.370.5280</p> <p>Marketing Monica Saviano, Director of Marketing and Sales Operations msaviano@networkdistribution.com 224.361.2270</p> <p>Sales Support Ryan Stoner, Corporate Account Partner rstoner@networkdistribution.com 224.361.2115</p> <p>Financial Reporting Mike Johnson, CFO mjohnson@networkdistribution.com 224.361.2233</p> <p>Accounts Payable Yelena Veksler, VP – Finance yveksler@networkdistribution.com 224.361.2152</p> <p>Contracts Kathi Bond, Director, Category Development kbond@networkdistribution.com 224.361.2122</p> |
| Past experience working with the public sector | What are your overall public sector sales, excluding Federal Government, for last three (3) years? | <p><i>Network</i> services almost 6,000 public sector customer locations in more than 40 states. Key sectors serviced include Primary and Secondary Education, Government Agencies, Non-Profit and Charitable Organizations, State and Local Government Agencies, and Healthcare. Our public agency sales are over \$150 Million and includes the categories within this RFP; including but not limited to Towel & Tissue, Chemicals, Skin Care, Can Liners, Janitorial Supplies, and Apparel/Safety/Gloves. Additional categories include Foodservice Disposables, Industrial Packaging, Tabletop, Smallwares, Food Service Heavy equipment, Furniture, Printing Papers, and Miscellaneous products.</p> <p>As a privately held company, <i>Network</i> does not disclose specific sales information and protects the privacy of our customers.</p> |

PROPOSAL FORM 2: QUESTIONNAIRE AND EVALUATION CRITERIA

| Evaluation Criteria | Question | Answer |
|--|---|---|
| | <p><i>What is your strategy to increase market share in the public sector?</i></p> | <p>Decades of having serviced government institutions leaves us very much aware that administrators and department supervisors are continually being asked to do more with less. Cost effective implementation of the important and often times underappreciated duties of State and local government agencies, without sacrificing some facet of service provided to its constituents, remains the primary challenge. This has been even more daunting considering current economic pressures. <i>Network</i> is a global distribution organization in the categories of janitorial, sanitation, food service supplies and kitchen equipment. It was formed over 54 years ago, with the intent of uniting highly sustainable proven partnerships throughout the industry to deliver to its national client base quantifiable savings and exceptional service. <i>Network's</i> success reflects a commitment to providing products, resources and solutions that better serve you and your constituents. We can locally customize our services and personnel requirements for each account. Additionally, we can pilot new ideas such as a recent success, having pairs of salespeople handle a territory, allowing for even better response time when a customer is in need. We truly are your local supplier! Through exceptional service, value-added programs, and a hands-on approach to creating tailor made solutions, <i>Network</i> has assisted customers across the nation to reduce their total costs, improve their productivity and positively impact their overall capacity to meet the expectations of their constituents. Our broad line of product alternatives and competitive pricing has helped States and Counties navigate the difficulties of severe budgetary constraints. We are proud to be part of the communities we serve and look forward to serving you in the future.</p> <p><i>Network's</i> local distributor sales representatives work within Equalis sales resources to collaborate based on the individual needs of a site location to develop the best strategy going forward to meet the local needs. Our goal is to provide long term value to the local agency based on optimizing the benefits of the agreement, utilizing Equalis resources to help align distributors and local customers.</p> |
| <p>Past experience in JOC estimation</p> | <p><i>What is your past experience working with JOC estimation, if any?</i></p> | <p>JOC is not applicable to our industry.</p> |
| <p>Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors</p> | <p><i>Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</i></p> | <p>Other than within the normal course of business to protect company assets such as accounts receivable, <i>Network</i> is not currently, nor have we ever been, involved in litigation, bankruptcy, or reorganization proceedings.</p> |
| <p>Minimum of 5 public sector customer references relating to the products and services within this RFP</p> | <p><i>Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name & title; city & state; phone number; years serviced; description of services; and annual volume</i></p> | <p>In order to maintain customer privacy, <i>Network</i> is unable to provide extensive list of contacts or sales details. We are glad to discuss directly if you require more information. Any provided reference is confidential.</p> <p>Network References - Confidential</p> <p>Reference #1: Virginia Beach City Public Schools; Contact Name: Carla Smith, CPPB; Email: Carla.Smith@vbschools.com; Phone: (757)263-1136; Project Description: PPE for School District</p> <p>Reference #2: Loudoun County Public Schools; Contact Name: Andrea Philyaw, CPPO, CPPB, PMP; Contact Email: Andrea.Philyaw@lcpss.org; Phone: 571-252-1270; Project Description: PPE and Custodial Supplies for School District</p> <p>Reference #3: Caroline Country Schools; Contact Name: Christopher Caldwell; Email: ccaldwell@ccps.us; Phone: 804-633-6770; Project Description: PPE and Custodial Products</p> <p>Reference #4: Richmond City Public Schools; Contact Name: Ronald Hathaway (Bobby); Email: Rhathawa@rvaschools.net; Phone: (804)780-6251; Project Description: PPE and Custodial Products</p> <p>Reference #5: Alexandria City Public Schools; Contact Name: Ruth Clark; Email: rutailada.clark@acps.k12.va.us; Phone: 703-619-8321; Project Description: Supplying PPE</p> <p>Reference #6: Blount County Schools; Contact Name: Tony Carnes; Email: tony.carnes@blountk12.org; Phone: 865-335-9006</p> |

PROPOSAL FORM 2: QUESTIONNAIRE AND EVALUATION CRITERIA

| Evaluation Criteria | Question | Answer |
|---|--|---|
| Certifications in the Industry | <p><i>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. MWBE, 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</i></p> | <p>Each <i>Network</i> location has the appropriate licenses/certificates in the State/County/City in which the Equalis Member is requesting such services.</p> |
| Company profile and capabilities | <p><i>What best describes your position in the distribution channel? (Manufacturer, Authorized Distributor, Value-Add Reseller, Other</i></p> | <p><i>Network</i> is an Authorized Distributor.</p> |
| Other factors relevant to this section as submitted by the Respondent | <p><i>If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</i></p> | <p>NA. <i>Network</i> is not owned or operated by anyone who has been convicted of a felony.</p> |
| MWBE Status and/or Program Capabilities (10 Points) | | |

PROPOSAL FORM 2: QUESTIONNAIRE AND EVALUATION CRITERIA

| Evaluation Criteria | Question | Answer |
|---|--|---|
| MWBE status, subcontractor plan, and/or joint venture program | <p><i>Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone</i></p> | <p><i>Network</i> as a whole, does not qualify as a diverse supplier, however, many of our distributors are Woman Owned, Small Business, Minority Owned, or Veteran Owned certified businesses. We partner with suppliers and other business entities who meet diversity certifications. Customer location alignment is subject to <i>Network's</i> assignment policies and procedures which consider delivery areas, core competency, product availability, manufacturer relationships, etc. Locations can be evaluated and aligned with diverse <i>Network</i> distributors, whenever possible, upon request prior to location assignments. This is a detailed process utilizing various internal tools which consider freight free delivery areas, core competency, existing business, selected manufacturer programs, ability to service multiple locations, etc. Details will be provided once program needs are fully established.</p> <p><i>Network</i> supplier diversity initiative is a top-down/bottom-up commitment. We are dedicated to identifying diverse Suppliers that can provide <i>Network</i> with high quality products at competitive prices. Our program is a comprehensive commitment to serve the needs and requirements of our customers. Maximum practicable opportunity shall be given to the business entities to participate as suppliers of materials and services.</p> <p>In addition, <i>Network</i> is an equal opportunity employers committed to following the letter and spirit of laws prohibiting discrimination in the workplace. It offers equal opportunities in employment to qualified people without regard to race, color, religion, national origin, ancestry, citizenship, age, sex, disability, or other legally protected status as required by applicable law. We strive to recruit, develop, and retain a multi-faceted workforce, comprised of a variety of backgrounds and experience. This diversity in the workplace enriches our corporate cultures and enhances the relationships with our business partners. <i>Network</i> Corporate Headquarters has a very diverse, non-discriminating workforce, where employees are able to embrace our different backgrounds through company events and celebrations.</p> |

PROPOSAL FORM 2: QUESTIONNAIRE AND EVALUATION CRITERIA

| Evaluation Criteria | Question | Answer |
|---|---|---|
| | <p><i>Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?</i></p> | <p>Many <i>Network</i> distributors have networks of diverse business partners within their local geography that are utilized to support the Master Agreement through sales, customer service and other useful functions. While programs may vary, as do local needs, <i>Network</i> is able to provide diverse solutions for Region 10.</p> <p>Nationally, <i>Network</i> distributors work through disadvantaged businesses on a regular basis. We will reflect utilize our local communities and deploy supply chain solutions that reflect the communities we do business in. Often times there is an up charge to include another party. Pricing and capabilities are discussed well in advance and are conducted with full transparency.</p> <p><i>Network</i> Distribution is committed to the values and culture of diversity. We believe diversity and inclusion strengthen our workforce, maximize our ability to serve our customers, and allows us to be a leader in our industry. We are dedicated to building a diverse workforce, equitable climate, and an inclusive workplace that values the uniqueness and contributions of all of our associates, distributors and supplier partners.</p> |
| <p><i>Please attach any certifications you have as part of your response to Form 6.</i></p> | | |
| <p>Good faith efforts to involve MWBE subcontractors in response</p> | <p><i>Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?</i></p> | <p><i>Network</i> will work with Region 10 participating agencies to help accomplish their specific objectives in the certifications and locations required.</p> |
| <p>Demonstrated ongoing MWBE program</p> | <p><i>Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.</i></p> | <p>Many <i>Network</i> distributors have networks of diverse business partners within their local geography that are utilized to support the Master Agreement through sales, customer service and other useful functions. While programs may vary, as do local needs, <i>Network</i> is able to provide diverse solutions for Region 10.</p> <p>Nationally, <i>Network</i> distributors work through disadvantaged businesses on a regular basis. We will reflect utilize our local communities and deploy supply chain solutions that reflect the communities we do business in. Often times there is an up charge to include another party. Pricing and capabilities are discussed well in advance and are conducted with full transparency.</p> |
| <p>Commitment to Service Equalis Group Members (10 Points)</p> | | |
| <p>Marketing plan, capability, and commitment</p> | <p><i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization’s current go-to-market strategy in the public sector.</i></p> | <p><i>Network’s</i> existing relationship with Region 10 ESC will allow us to hit the road running and reduce ramp up time. <i>Network</i> will involve corporate, regional, and local leadership to endorse the contract award and communicate the go-forward strategy to the entire sales team.</p> <ul style="list-style-type: none"> •Daily engagement between <i>Network</i> sellers and Equalis team •Industry events and Targeting activities are ongoing throughout the year •<i>Network</i> Corporate Account Sales Summit, including training on cooperative purchasing •Developed training module (Bootcamp 101) for distribution sellers, supplier partners and Equalis team •Multiple marketing campaigns throughout the year with suppliers to targeted agencies •Participate in regional trade shows as well as national events such as NIGP •Conduct business reviews with Equalis and suppliers resulting in targeted sales activities and specific marketing campaigns •“C” level engagement ongoing •Share best practices with other contract holders •Detailed monthly reporting shared with Equalis team as needed |

PROPOSAL FORM 2: QUESTIONNAIRE AND EVALUATION CRITERIA

| Evaluation Criteria | Question | Answer |
|---|---|--|
| | <p><i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.</i></p> | <p><i>Network</i> representatives are trained to align our sales reps to an Region 10 ESC seller and the team then identifies targets to pursue in their local markets. This practice of targeting opportunities in the local market place provides direction to the sellers to pursue relevant opportunities with significant upside.</p> <p><i>Network</i> coordinates our targeting activities with supplier partners who assist in developing co-branded marketing pieces. All sellers are held responsible to report back results against their target list. Marketing campaigns are held at various times over the course of the year to reflect market opportunities for specific products. As an example, we would run a marketing campaign for hand sanitizer during the cold and flu season.</p> <p>Equalis and <i>Network</i> sellers often spend time together making joint calls and sharing of information in their local markets. With our 3,000 sales reps and Equalis sales resources we have excellent coverage throughout the continental U.S.</p> <p><i>Network</i> will proactively market the Equalis contract by properly training and incenting our salespeople as well as putting the proper foundational administrative support team in place to handle all duties associated with this proactive approach. Our actions will continue to include, but not be limited to, the following:</p> <ul style="list-style-type: none"> - Sell products and services to public agencies via our lengthy list of marketing options and capabilities, including catalogs and online marketing - Properly use the Equalis logo - Share the <i>Network</i> logo for Equalis use - At all times, properly and thoroughly communicate the benefits of the Equalis contract - Train our national sales team properly and thoroughly with the assistance of Equalis personnel when possible - Utilize our established procedures for ensuring that a Public Agency is properly registered with Equalis prior to placing orders - Participate in performance reviews upon the request of Equalis and Region 10. - Provide various content to Equalis for use on the Equalis website and other marketing materials, guaranteeing that we have the full rights to share the content. |
| | <p><i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i></p> | <p>For the national breadth of the contract <i>Network</i> agrees to provide its logo for reproduction but requests review by their marketing department prior to use.</p> |
| <p>Ability to manage a cooperative contract</p> | <p><i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i></p> | <p><i>Network</i> will provide customized reports to include purchase history by item, by location, by invoice in the format defined by Equalis Group. <i>Network</i> will also include Equalis Group into our monthly reporting process and your customized report will be sent to you each month via the vehicle of choice.</p> <p>For the required Equalis Group activity reports, <i>Network</i> utilizes an industry standard reporting template that captures all data fields required by all National Account customers. This allows distributors to submit one report to <i>Network</i> with all required data for all <i>Network</i> contracts. If any discrepancies are noted, they addressed immediately between Network Reporting Staff and the <i>Network</i> distributor. <i>Network</i> submits reports to each National Account as required. Custom reports are available.</p> |
| | <p><i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i></p> | <p>1 Government Procurement Alliance, OMNIA Partners, NASPO ValuePoint</p> |

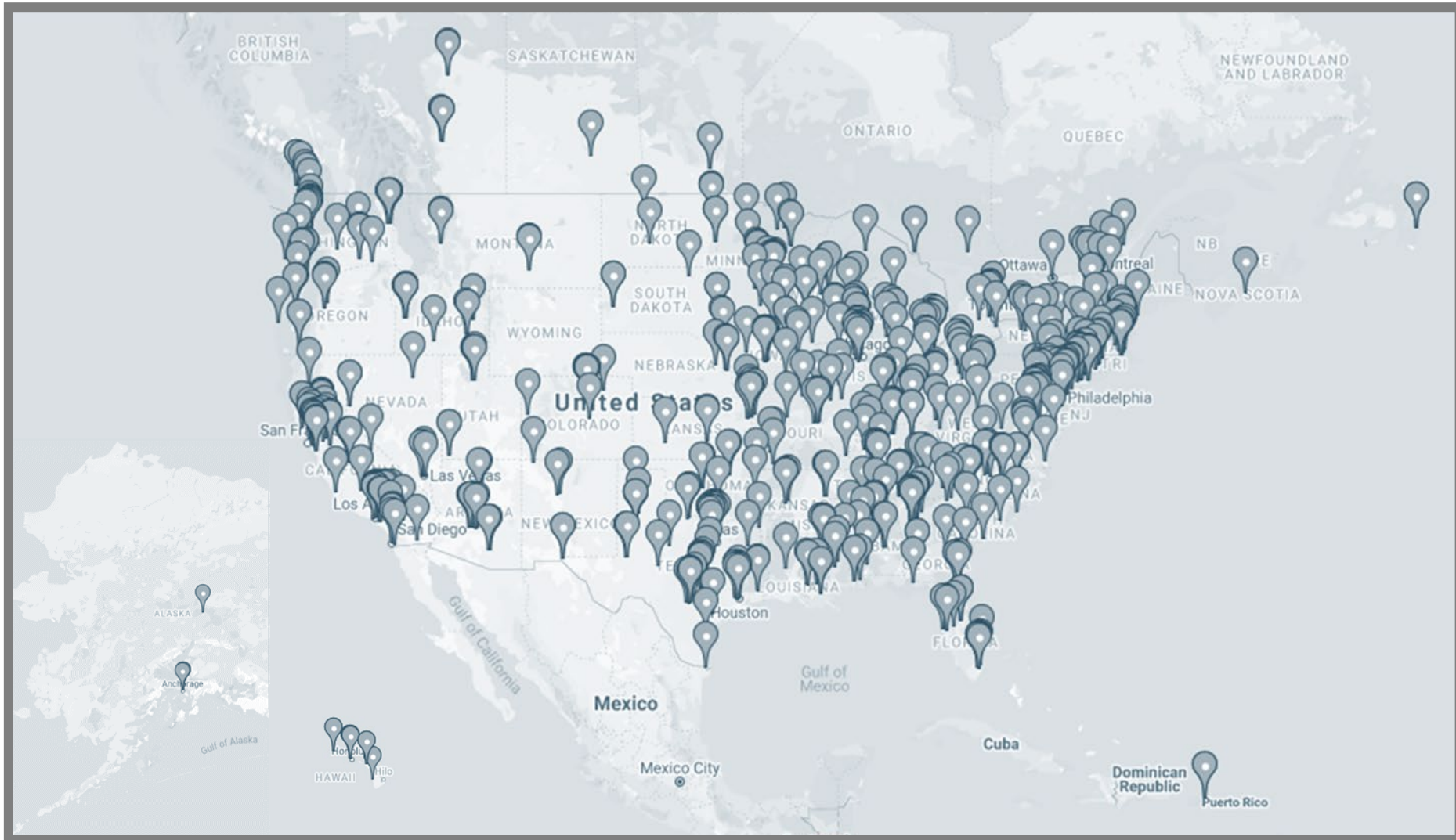
PROPOSAL FORM 2: QUESTIONNAIRE AND EVALUATION CRITERIA

| Evaluation Criteria | Question | Answer |
|---|--|---|
| Commitment to supporting agencies to utilize the contract | <i>If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i> | <p>Our local DSRs work alongside Equalis sales resources and will collaborate based on the individual needs of a site location to develop the best strategy going forward to meet the local needs. Our goal is to provide long term value to the local agency based on optimizing the benefits of the agreement.</p> <p>To support and sell new and existing customers for Region 10 and all sites serviced by <i>Network</i>, the account management team consists of one or more sales consultants at each location. Each sales consultant is backed by a dedicated sales manager who maintains relationships and visits the location regularly. These in turn may be backed by a Regional Sales Manager, and all are backed by a General Manager for their local branch. Nationally, a dedicated Account Manager will be aligned to each future location, across the U.S. Each sales professional is a subject matter expert, focused on providing solutions to issues that impact your locations. Providing best-in-class support and service, our sales professionals collaborate at the local level to understand the unique requirements and needs of locations. Contact information is finalized as locations are engaged.</p> <p>Sellers are trained to align our sales reps to an Equalis seller and the team then identifies targets to pursue in their local markets. This practice of targeting opportunities in the local market place provides direction to the sellers to pursue relevant opportunities with significant upside.</p> <p><i>Network</i> coordinates our targeting activities with supplier partners who assist in developing co-branded marketing pieces. All sellers are held responsible to report back results against their target list. Marketing campaigns are held at various times over the course of the year to reflect market opportunities for specific products. As an example, we would run a marketing campaign for hand sanitizer during the cold and flu season.</p> <p>Equalis and <i>Network</i> sellers often spend time together making joint calls and sharing of information in their local markets. With our 3,000 sales reps and Equalis sales resources we have excellent coverage throughout the continental U.S.</p> |
| Other factors relevant to this section as submitted by the Respondent | <i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i> | <p>Nationally, <i>Network's</i> Corporate Account Directors are geographically located throughout the U.S. There are more than 7,000 U.S. employees at our warehouse and operations centers and an additional 3,700 outside sales people across North America and 75 Corporate Account Champions located at each of our distributors whose purpose is to administer and support our global corporate account initiatives. In Texas alone, <i>Network</i> has more than 150 specialized distributor sales reps.</p> |

North American Locations



Operating over 700 distribution facilities across North America, *Network* carries 54 years of experience in successfully designing supply management solutions.



PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES

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.

Network is not a manufacturer, however many of the products we provide carry various certifications which vary by the product and manufacturer selected. To help drive the utilization and awareness of these products, certifications such as Green Seal, etc. are clearly indicated and searchable within our on-line ordering system, Marketplace. Spend reporting of such products may be provided and included in our Quarterly Business Reviews, as needed.

PROPOSAL FORM 4: CLEAN AIR 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: **Network Services Company**

Title of Authorized Representative: **Daniel Ceko**

Mailing Address: **1100 E. Woodfield Road, Suite 200 Schaumburg, IL 60173**

Signature:

Daniel Ceko

PROPOSAL FORM 5: 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: **Network Services Company**

Title of Authorized Representative: **Dan Ceko**

Mailing Address: **1100 E. Woodfield Road, Suite 200 Schaumburg, IL 60173**

Signature: *Daniel Ceko*

PROPOSAL FORM 6: 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.

Daniel Ceko

Signature of Respondent

June 22, 2022

Date

PROPOSAL FORM 7: 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.

Daniel Ceko

Signature of Respondent

June 22, 2022

Date

PROPOSAL FORM 8: 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: Network Services Company

ADDRESS:

1100 E. Woodfield Road, Suite 200 _____

Schaumburg, IL 60173 _____

PHONE: 847-803-4888

FAX _____

RESPONDANT

Jennifer Eichorn _____

Signature

Jennifer Cantore Eichorn _____

Printed Name

Proposals Manager _____

Position with Company

AUTHORIZING OFFICIAL

Daniel Ceko _____

Signature

Daniel Ceko _____

Printed Name

Treasurer and Legal Counsel _____

Position with Company

PROPOSAL FORM 9: 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

Network Distribution has completed. See attachment.

PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

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.

Does vendor agree? DC
(Initials of Authorized Representative)

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.

Does vendor agree? DC
(Initials of Authorized Representative)

PROPOSAL FORM 11: 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.)

Network Services Company

Company Name

Address

**1100 E. Woodfield Road, Suite 200
Schaumburg, IL 60173**

City

State

Zip

PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

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

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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

Does vendor agree? DC

(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? DC

(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? DC

(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? DC

(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? DC

(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? DC

(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? DC

(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? DC

(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? DC

(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? DC

(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? DC

(Initials of Authorized Representative)

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree? DC

(Initials of Authorized Representative)

13. 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? DC

(Initials of Authorized Representative)

14. 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? DC

(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.

Network Services Company

Company Name

Daniel Ceko

Signature of Authorized Company Official

Daniel Ceko

Printed Name

Treasurer and Legal Counsel

Title

June 22, 2022

Date

PROPOSAL FORM 13: 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.

Daniel Ceko

June 22, 2022

Signature of Respondent

Date

PROPOSAL FORM 14: 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: Network Services Company

Street: 1100 E Woodfield Road, Suite 200

City, State, Zip Code: Schaumburg, IL 60173

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 Daniel Ceko, an authorized representative of Network Services Company, 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 |
|------|---------|----------|
| NONE | | |
| | | |
| | | |

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

Daniel Ceko
Authorized Signature and Title

June 22, 2022
Date

PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT

Company Name: Network Distribution
Street: 1100 E. Woodfield Road, Suite 200
City, State, Zip Code: Schaumburg IL 60173

State of New Jersey Illinois

County of Cook _____

I, Daniel Ceko of the Schaumburg
Name City

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

I am the Treasurer and Legal Counsel of the firm of Network Services Company
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

Network Services Company
Company Name

Daniel Ceko
Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

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

SEAL

PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: Network Services Company
Street: 1100 E. Woodfield Road, Suite 200
City, State, Zip Code: Schaumburg, IL 60173

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 x 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.

Daniel Ceko

6-22-2022

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).

Daniel Ceko

Signature of Procurement Agent

PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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 is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

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 https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html 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:

1. any State, county, or municipal committee of a political party
2. any legislative leadership committee*
3. any continuing political committee (a.k.a., political action committee)
4. any candidate committee of a candidate for, or holder of, an elective office:
 1. of the public entity awarding the contract
 2. of that county in which that public entity is located
 3. of another public entity within that county
 4. 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:

5. 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
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker

of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor Information

| | | | |
|--------------|----------------------------------|--------|---------------|
| Vendor Name: | Network Services Company | | |
| Address: | 1100 E Woodfield Road, Suite 200 | | |
| City: | Schaumburg | State: | IL Zip: 60173 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

| | | |
|--------------------|--------------------|------------------------------------|
| <u>Daniel Ceko</u> | <u>Daniel Ceko</u> | <u>Treasurer and Legal Counsel</u> |
| Signature | Printed Name | Title |

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
| NONE | | | \$ |
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Check here if the information is continued on subsequent page(s)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

Page ___ of _____

Vendor Name:

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
| | | | \$ |
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Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County 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.

PROPOSAL FORM 18: 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

Sole Proprietorship

Limited Liability

Limited Partnership

Partnership

Corporation

Limited Liability

Subchapter S

Corporation

Corporation

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__. | <u>Daniel Ceko</u> (Affiant) |
| (Notary Public) | <u>Daniel Ceko, Treasurer and Corporate Counsel</u> (Print name & title of affiant) |
| My Commission expires: | (Corporate Seal) |

PROPOSAL FORM 19: GENERAL TERMS AND 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.)

PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT

Requirements for Master Agreement To be administered by Equalis Group

Attachment A, Equalis Group Administrative Agreement is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response.**

- Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.
- Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE
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).)*

6-22-2022
Date

Daniel Ceko
Authorized Signature & Title

PROPOSAL FORM 22: VENDOR CONTRACT AND 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.

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name **Network Services Company**
Address **1100 E. Woodfield Road, Suite 200**
City/State/Zip **Schaumburg, IL 60173**
Telephone No. **847-803-4888**
Fax No.
Email address **dceko@networkdistribution.com**
Printed name **Daniel Ceko**
Position with company **Treasurer and Legal Counsel**
Authorized signature *Daniel Ceko*

Term of contract September 1, 2022 to August 31, 2025

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 _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2018-414412

Date Filed:
10/15/2018

Date Acknowledged:
10/15/2018

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
NETWORK Services Company
Schaumburg, IL United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Harris County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
AS-FA-607
Janitorial products

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
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5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Daniel Ceko, and my date of birth is 11/23/1961.

My address is 1100 E. Woodfield Road, Suite 200, Schaumburg, IL 60173.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Cook County, State of IL, on the 10th day of August, 2021.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)