

**REQUEST FOR PROPOSAL #R10-1154 FOR:
LANDSCAPE AND IRRIGATION SUPPLIES,
TOOLS, AND EQUIPMENT**

May 22, 2023

Section Two:
Proposal Submission, Questionnaire and
Required Forms

Proposal Form Checklist..... 3

PROPOSAL FORM 1: ATTACHMENT B – PRICING..... 4

PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA..... 5

PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES..... 13

PROPOSAL FORM 4: CLEAN AIR WATER ACT 14

PROPOSAL FORM 5: DEBARMENT NOTICE 15

PROPOSAL FORM 6: LOBBYING CERTIFICATION 16

PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS 17

PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS..... 18

PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295 19

PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION 20

PROPOSAL FORM 11: RESIDENT CERTIFICATION 21

PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM 22

PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS 28

PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2) 30

PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT 31

PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127) 32

PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM 35

PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION 40

PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM 41

PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT 42

PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE 43

PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM 44

Proposal Form Checklist

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 1 is a separate attachment (attachment B).

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your price proposal.

PROPOSAL FORM 1: ATTACHMENT B - PRICING

QUESTIONNAIRE & EVALUATION CRITERIA:

PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

OTHER REQUIRED PROPOSAL FORMS:

- PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES**
- PROPOSAL FORM 4: CLEAN AIR AND WATER ACT**
- PROPOSAL FORM 5: DEBARMENT NOTICE**
- PROPOSAL FORM 6: LOBBYING CERTIFICATION**
- PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS**
- PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS**
- PROPOSAL FROM 9: IMPLEMENTATION OF HOUSE BILL 1295**
- PROPOSAL FROM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION**
- PROPOSAL FORM 11: RESIDENT CERTIFICATION**
- PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM**
- PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**
- PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**
- PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT**
- PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)**
- PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**
- PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION**
- PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM**
- PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT**
- PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE**
- PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM**

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PROPOSAL FORM 1: ATTACHMENT B – PRICING

Pricing should be entered in the attachment B Excel form provided in this RFP packet. Please reference Section 1, Part B, Instructions to Proposers, for more information on how to complete pricing.

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PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

Instructions:

Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

| Evaluation Criteria | Question | Answer |
|---|---|--|
| Basic Information | | |
| Required information for notification of RFP results | <i>What is your company's official registered name?</i> | Ewing Irrigation Products, Inc. |
| | <i>What is the mailing address of your company's headquarters?</i> | 3441 E. Harbour Dr. Phoenix AZ 85034 |
| | <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> | Jake Ray, Director of Government Business, govsales@ewingirrigation.com , 480-213-3663 |
| 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> | No |
| 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 |
| | <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> | I have a Master Spreadsheet for Co-Ops that has a discount off List price. You can verify the list price on our website www.ewingoutdoorsupply.com it's next to every part number in grey. |
| Payment methods | <i>Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments</i> | We have an internal credit department. They can fill out a simple Public Agency form we will open them up and they can purchase with PO's. We mail invoices and payments are due Net 30. We accept ACH, Check and Credit Card Payments. credit@ewingirrigation.com Our remittance Address is PO Box 208728 Dallas TX |
| Other factors relevant to this section as submitted by the Respondent | No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination | |
| Performance Capability (25 Points) | | |
| Functional Capabilities | <i>Please provide a high-level overview of the products and services being offered and how they address the scope being requested herein.</i> | Ewing Irrigation Products Inc. is a wholesale distributor of Outdoor products such as Irrigation, Fertilizer, Herbicides, Sports Field ground supplies, Marking Paint, Spreaders, Sprayers, Stihl equipment where we are licensed to sell and battery operated Ego (Chevron) everywhere else. With over 250 locations nationwide we are an ideal partner to work with to get the Public Agency what they need when they need it at a fair market relevant price. |
| | <i>Describe your product compatibility with other systems and/or devices.</i> | We have all major brands and can assist with Technical needs out in the field to make sure the Public Agency is getting the correct product that matches with their current system. |
| | <i>Describe any measures taken to minimize the environmental impact of your products and operations.</i> | On our website www.ewingoutdoorsupply.com at the bottom of the home page there is a link https://www.ewingoutdoorsupply.com/csr-report that outlines Ewing's attempts for Corporate Social and Environmental Responsibility |
| | <i>Describe any resources available to assist with product selection and application.</i> | www.ewingirrigation.com , Also provides links to our numerous Youtube training videos. Any one of our 250+ locations has experienced employees who you can call. We have Account Managers in the field, and I'm a 20 year employee that you can call at any time for question. 480-213-3663 or toll free 1-888-881-4117 |
| | <i>Outline measures in place to ensure product availability.</i> | Ewing prides itself on our Locations and robust inventory. We have a centralized highly professional purchasing team that works daily to make sure we have the right product for our customers at the right time for the right price. |
| | <i>States Covered - Respondent must indicate any and all states or</i> | AL, AR, AZ, CA, CO, FL, GA, IL, IN, KS, LA, MD. MI, MO, MS, NC, NJ, NM, NV, NY, OK, OR, SC, TN, TX, UT, VA, WA, |

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| | <i>geographies where products and services are being offered. If your services are limited to a certain area, please be specific on the area your services are provided.</i> | |
| | <i>List the number and location of offices, or service centers for all states being proposed in solicitation</i> | 243 locations Please see www.ewingoutdoorsupply.com for a complete list |
| | <i>Outline any other capabilities not already addressed.</i> | We have our own fleet of vehicles, so product delivery is handled internally. We have Some Bulk material yards across the country so we can also provide things such as Mulch, dirt, decorative granite. |
| 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> | 243 location 7-4 business hours, some are 6-5 depending on time of year. 4 hour Saturday morning shifts for last minute weekend needs (seasonal) Field Support Center in Phoenix Arizona with a large staff for IT, HR, Marketing, Customer Service and more.. |
| 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 refence letters</i> | Proposer is a private company that has recorded profits in every year for the last 25 years, with a robust balance sheet. Proposer has adequate cash and credit lines in place to perform the Contract. Proposer also has adequate insurance coverage limits with A+ insurance companies. No past or present owners, shareholders, or officers have been party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years. Mark Finstad Vice President of Finance Ewing Irrigation and Landscape Supply 3441 E Harbour Drive Phoenix, AZ 85034 P: 602.437.9530 M: 602.421.3178 F: 602.437.0446 mfinstad@ewingirrigation.com ewingirrigation.com |
| | <i>What was your annual sales volume over last three (3) years?</i> | 2.25 Billion |
| Contract implementation / Customer training | <i>Describe training or support you provide to help agencies understand how to utilize the spaces and technology equipment being installed.</i> | https://www.ewingoutdoorsupply.com/education |
| History of meeting product and services timeline | <i>Outline the process for timeline for product pickup, delivery, and any other applicable capabilities not already addressed.</i> | 2-4 hours for will call if in stock, 24 hour delivery notice, 7-10 days if not in stock to order product in. |
| Other factors relevant to this section as submitted by the Respondent | <i>Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance</i> | We have that capability, that would go through me at govsale@ewingirrigation.com I have a program called DOMO that allows me to pull all invoices, locations usage etc. |

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| | <i>reports, etc. for each eligible agency</i> | |
| | <i>Provide your safety record, safety rating, EMR and worker's compensation rate where available.</i> | https://www.ewingoutdoorsupply.com/csr-report |
| Qualification and Experience (25 Points) | | |
| Respondent reputation in the marketplace | <i>Provide a link to your company's website</i> | https://www.ewingoutdoorsupply.com/ |
| | <i>Please provide a brief history of your company, including the year it was established.</i> | Established in 1922 we trace our heritage back to Atlas Sprinkler out of San Francisco. Celebrating our 100 year Anniversary Ewing is still owned by the same Family. We are now on our 4 th Generation of Ewing / York leadership. |
| Past relationship with Region 10 ESC and/or Region 10 ESC members | <i>Have you worked with Region 10 in the past? If so, what was the timeframe for that work?</i> | We have the Region 7 purchasing agreement, we do sell to Public Agencies within Region 10 but nothing specific with Region 10 proper. |
| Experience and qualification of key employees | <i>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: * Executive Support * Account Manager * Contract Manager * Marketing * Billing, reporting & Accounts Payable</i> | Executive Support, Contract Manager, Marketing, : Jake Ray Director of Government Business govsales@ewingirrigation.com , 480-213-3663 Account Manager Ronnie Wright rwright@ewingirrigation.com 214-912-5545 Billing Reporting and Accounts Payable, credit@ewingirrigation.com 1-800-343-9464 |
| Past experience working with the public sector | <i>What are your overall public sector sales, excluding Federal Government, for last three (3) years?</i> | \$120M |
| | <i>What is your strategy to increase market share in the public sector?</i> | We do active call campaigns, in store marketing with Co-Op logo's, Centralized Bidding and Government Sales Department. |
| Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors | <i>Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</i> | N/A |

| <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> | <table border="1"> <thead> <tr> <th>Public Agency:</th> <th>State</th> <th>Contact Name:</th> <th>Phone Number:</th> <th>Email Address:</th> </tr> </thead> <tbody> <tr> <td>City Of Dana Point</td> <td>CA</td> <td>Al Jacobo</td> <td>949-337-0231</td> <td>ajacobob@danapoint.org</td> </tr> <tr> <td>City Of Dana Point</td> <td>CA</td> <td>Juan Ruano</td> <td>949-337-0324</td> <td>jruano@danapoint.org</td> </tr> <tr> <td>Garden Grove Public Works</td> <td>CA</td> <td>Neal Manalansan</td> <td>714-741-5563</td> <td>nealm@ggcity.org</td> </tr> <tr> <td>City of Westminster</td> <td>CA</td> <td>Dan Kaminski</td> <td>714-895-2876</td> <td>dkaminski@westminster-ca.gov</td> </tr> <tr> <td>Cherokee Parks and Rec</td> <td>GA</td> <td>Tony Stargel</td> <td>404-469-8200</td> <td>twstargel@cherokeega.com</td> </tr> <tr> <td>Mecklenburg County Park and rec</td> <td>NC</td> <td>Alex Rholeder</td> <td>704-336-3854</td> <td>Michael.Rholeder@mecklenburgcountync.gov</td> </tr> <tr> <td>La Joya ISD</td> <td>TX</td> <td>Robert Torrez</td> <td>956-458-66370</td> <td></td> </tr> <tr> <td>Mcallen ISD</td> <td>TX</td> <td>Lazaro Elizondo</td> <td>956-460-1289</td> <td>lazaro.elizondo@mcallenisd.net</td> </tr> <tr> <td>Pharr San Juan Alamo ISD</td> <td>TX</td> <td>Victor Hernandez</td> <td>956-345-2141</td> <td></td> </tr> <tr> <td>Cameron County Auditors</td> <td>TX</td> <td>Bob Lucio</td> <td>956-459-3930</td> <td></td> </tr> <tr> <td>City of San Benito</td> <td>TX</td> <td>Sal Mendoza</td> <td>956-577-3706</td> <td></td> </tr> <tr> <td>Harlingen CISD</td> <td>TX</td> <td>Pablo Bejearan</td> <td>956-893-3542</td> <td></td> </tr> <tr> <td>San Marcos Consolidated ISD</td> <td>TX</td> <td>Kristal Arredondo</td> <td>512-393-6500</td> <td>kristal.arredondo@smcisid.net</td> </tr> <tr> <td>San Marcos Consolidated ISD</td> <td>TX</td> <td>Richard Duvall</td> <td>512-757-8052</td> <td>richard.duvall@smcisid.net</td> </tr> <tr> <td>The Chickasaw Nation</td> <td>OK</td> <td>Russell Welch</td> <td>580-282-2403</td> <td>russell.welch@chickasaw.net</td> </tr> </tbody> </table> | Public Agency: | State | Contact Name: | Phone Number: | Email Address: | City Of Dana Point | CA | Al Jacobo | 949-337-0231 | ajacobob@danapoint.org | City Of Dana Point | CA | Juan Ruano | 949-337-0324 | jruano@danapoint.org | Garden Grove Public Works | CA | Neal Manalansan | 714-741-5563 | nealm@ggcity.org | City of Westminster | CA | Dan Kaminski | 714-895-2876 | dkaminski@westminster-ca.gov | Cherokee Parks and Rec | GA | Tony Stargel | 404-469-8200 | twstargel@cherokeega.com | Mecklenburg County Park and rec | NC | Alex Rholeder | 704-336-3854 | Michael.Rholeder@mecklenburgcountync.gov | La Joya ISD | TX | Robert Torrez | 956-458-66370 | | Mcallen ISD | TX | Lazaro Elizondo | 956-460-1289 | lazaro.elizondo@mcallenisd.net | Pharr San Juan Alamo ISD | TX | Victor Hernandez | 956-345-2141 | | Cameron County Auditors | TX | Bob Lucio | 956-459-3930 | | City of San Benito | TX | Sal Mendoza | 956-577-3706 | | Harlingen CISD | TX | Pablo Bejearan | 956-893-3542 | | San Marcos Consolidated ISD | TX | Kristal Arredondo | 512-393-6500 | kristal.arredondo@smcisid.net | San Marcos Consolidated ISD | TX | Richard Duvall | 512-757-8052 | richard.duvall@smcisid.net | The Chickasaw Nation | OK | Russell Welch | 580-282-2403 | russell.welch@chickasaw.net |
|---|---|---|----------------|--|---------------|---------------|----------------|--------------------|----|-----------|--------------|------------------------|--------------------|----|------------|--------------|--|---------------------------|----|-----------------|--------------|--|---------------------|----|--------------|--------------|--|------------------------|----|--------------|--------------|--------------------------|---------------------------------|----|---------------|--------------|--|-------------|----|---------------|---------------|--|-------------|----|-----------------|--------------|--|--------------------------|----|------------------|--------------|--|-------------------------|----|-----------|--------------|--|--------------------|----|-------------|--------------|--|----------------|----|----------------|--------------|--|-----------------------------|----|-------------------|--------------|-------------------------------|-----------------------------|----|----------------|--------------|----------------------------|----------------------|----|---------------|--------------|--|
| Public Agency: | State | Contact Name: | Phone Number: | Email Address: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City Of Dana Point | CA | Al Jacobo | 949-337-0231 | ajacobob@danapoint.org | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City Of Dana Point | CA | Juan Ruano | 949-337-0324 | jruano@danapoint.org | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Garden Grove Public Works | CA | Neal Manalansan | 714-741-5563 | nealm@ggcity.org | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Westminster | CA | Dan Kaminski | 714-895-2876 | dkaminski@westminster-ca.gov | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Cherokee Parks and Rec | GA | Tony Stargel | 404-469-8200 | twstargel@cherokeega.com | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Mecklenburg County Park and rec | NC | Alex Rholeder | 704-336-3854 | Michael.Rholeder@mecklenburgcountync.gov | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| La Joya ISD | TX | Robert Torrez | 956-458-66370 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Mcallen ISD | TX | Lazaro Elizondo | 956-460-1289 | lazaro.elizondo@mcallenisd.net | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Pharr San Juan Alamo ISD | TX | Victor Hernandez | 956-345-2141 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Cameron County Auditors | TX | Bob Lucio | 956-459-3930 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of San Benito | TX | Sal Mendoza | 956-577-3706 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Harlingen CISD | TX | Pablo Bejearan | 956-893-3542 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| San Marcos Consolidated ISD | TX | Kristal Arredondo | 512-393-6500 | kristal.arredondo@smcisid.net | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| San Marcos Consolidated ISD | TX | Richard Duvall | 512-757-8052 | richard.duvall@smcisid.net | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| The Chickasaw Nation | OK | Russell Welch | 580-282-2403 | russell.welch@chickasaw.net | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>Certifications in the Industry</p> | <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. 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</i></p> | <p>N/A</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>Company profile and capabilities</p> | <p><i>What best describes your position in the distribution channel? (Manufacturer, Authorized Distributor, Value-Add Reseller, Other</i></p> | <p>Distributor</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>Other factors relevant to this section as submitted by the Respondent</p> | <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</i></p> | <p>No</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| | <i>a felony. If yes, a detailed explanation of the names and conviction is required.</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. These will be provided in the space provided in Form 6. No answer is required here. | |
| MWBE Status and/or Program Capabilities (10 Points) | | |
| MWBE status, subcontractor plan, and/or joint venture program | <i>Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone</i> | N/A |
| | <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> | https://www.ewingoutdoorsupply.com/csr-report |
| | Please attach any certifications you have as part of your response to Form 6. | |
| Good faith efforts to involve MWBE subcontractors in response | <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> | No |
| Demonstrated ongoing MWBE program | <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> | N/A |
| Commitment to Service Equalis Group Members (10 Points) | | |

| | | |
|---|--|---|
| Marketing plan, capability, and commitment | <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> | We do active call campaigns, in store marketing with Co-Op logo's, Centralized Bidding and Government Sales Department. |
| | <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> | I do monthly conference calls with each Region to explain what a Co-Op is and how to properly use it. This will be our 3 rd Co-Op so the concept is familiar with the field. |
| | <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> | Acknowledged |
| Ability to manage a cooperative contract | <i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i> | We have that capacity |
| | <i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i> | Buyboard 705-23 and 706-23, 1GPA, Region 7, Colorado MAPO, Louisiana Division of Admin. |
| 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> | We do active call campaigns, in store marketing with Co-Op logo's, Centralized Bidding and Government Sales Department. |
| 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> | 1 for now in Dallas Texas Area. If it starts to take off we will add more in other areas. |
| | | |

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.


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: _Ewing Irrigation Products, Inc. _____

Title of Authorized Representative: _Director of Government Business _____

Mailing Address: _3441 E. Harbour Dr. Phoenix AZ 85034 _____

Signature:  _____

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: Ewing Irrigation Products, Inc. _____

Title of Authorized Representative: Director of Government Business _____

Mailing Address: 3441 E. Harbour Dr. Phoenix AZ 85034 _____

Signature:  _____

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.



Signature of Respondent

____06/30/23_____
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.



Signature of Respondent

_____ 06/30/23 _____
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 Ewing Irrigation Products, Inc.

ADDRESS 3441 E. Harbour Dr.
Phoenix AZ 85034

PHONE 480-213-3663

FAX govsales@ewingirrigation.com

RESPONDANT


Signature

Jake Ray

Printed Name

Director of Government Business

Position with Company

AUTHORIZING OFFICIAL

Signature

Printed Name

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

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? SR
(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? SR
(Initials of Authorized Representative)

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.

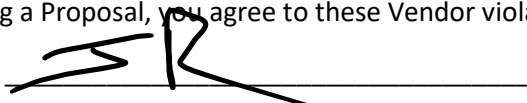
1. Vendor Violation or Breach of Contract Terms:

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? _____



(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? SR
(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? SR
(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? SR
(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? SR
(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? SR
(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? SR

(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? SR
(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? SR
(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? SR
(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? SR
(Initials of Authorized Representative)

12. Domestic Preference

Vendor must be prepared to provide a comprehensive list of the number of goods, products, and/or materials (including but not limited to iron, aluminum, steel, cement, and other manufactured products) being used for specific purchase orders under the contract award which were produced in the United States upon request to Region 10 ESC or any Equalis member who intends to use this contract with federal funds.

Does vendor agree? SR
(Initials of Authorized Representative)

13. 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? SR
(Initials of Authorized Representative)

14. 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? JR
(Initials of Authorized Representative)

15. 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? [Signature]
(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.

Ewing Irrigation Products, Inc. _____

Company Name

[Signature]

Signature of Authorized Company Official

Jake Ray

Printed Name

Director of Government Business _____

Title

06/30/23

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.



Signature of Respondent

06/30/23

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: Ewing Irrigation Products, Inc.

Street: 3441E. Harbour Dr.

City, State, Zip Code: Phoenix AZ 85034

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 _____ Jake Ray _____, an authorized representative of Ewing Irrigation Products, Inc. _____, 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 |
|--------------|--|----------|
| Doug York | 3441 E. Harbour Dr. Phoenix AZ 85034 | 50 |
| Richard York | 34441 E. Harbour Dr., Phoenix AZ 85034 | 50 |
| | | |
| | | |

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

 Jake Ray Director of Government Business
Authorized Signature and Title

06/30/23
Date

PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT

Company Name: Ewing Irrigation Products, Inc.

Street: 3441 E. Harbour Dr.

City, State, Zip Code: Phoenix AZ 85034

State of New Jersey

County of Gwinnett _____

I, _____ *Jake Ray* _____ of the _____ *Buford* _____
Name City

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

I am the _____ *Director of Government Business* _____ *of the firm of* _____ *Ewing Irrigation Products, Inc.* _____
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

Ewing Irrigation Products, Inc. _____
Company Name

Director of Government Business
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: Ewing Irrigation Products, Inc. _____

Street: 3441 E. Harbour Dr. _____

City, State, Zip Code: Phoenix AZ 85034 _____

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:

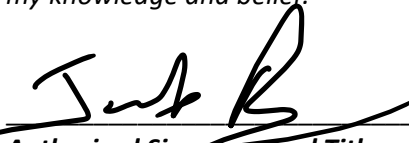
- 1. A photo copy of their Federal Letter of Affirmative Action Plan Approval _____
OR
- 2. A photo copy of their Certificate of Employee Information Report _____
OR
- 3. A complete Affirmative Action Employee Information Report (AA302) _____

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.

 _____
Director of Gov Business
Authorized Signature and Title

06/30/23 _____
Date

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

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

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

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

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

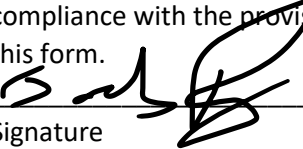
Required Pursuant To N.J.S.A. 19:44A-20.26

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: | Ewing Irrigation Products, Inc. | | |
| Address: | 3441 E. Harbour Dr. | | |
| City: | Phoenix | State:AZ | Zip:85034 |

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.



 Signature

Jake Ray
 Printed Name

Director of Government Business
 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 |
|------------------|----------------|------|---------------|
| N/A | | | \$ |
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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 Corporation

Subchapter S Corporation

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

Stockholders:

| | |
|--|--|
| Name: Doug York | Name: Richard York |
| Home Address: 3441 E. Harbour Dr. Phoenix AZ 85034 | Home Address: 3441 E. Harbour Dr. Phoenix AZ 85034 |
| Name: | Name: |
| Home Address: | Home Address: |
| Name: | Name: |
| Home Address: | Home Address: |
| Subscribed and sworn before me this ____ day of _____, 2 ____. | _____ (Affiant) |
| (Notary Public) | _____ (Print name & title of affiant) |
| My Commission expires: | _____ (Corporate Seal) |

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).)

06/30/23 Director of Government Business
Date



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 Ewing Irrigation Products, Inc.

Address 3441 E. Harbour Dr.

City/State/Zip Phoenix AZ 85034

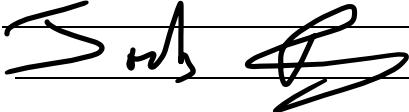
Telephone No. 480-213-3663

Fax No. _____

Email address govsales@ewingirrigation.com

Printed name Jake Ray

Position with company Director of Government Business

Authorized signature 

Term of contract September 1, 2023 to August 31, 2026

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 _____



Did you sign the vendor contract and signature form? **If not, your Proposal will be rejected.**

Region 10 will negotiate any exceptions and both parties will agree upon which exceptions will be accepted or altered before the Region 10 board votes to accept or reject the proposals.