

REQUEST FOR PROPOSAL #R10-1159 FOR: Parks and Recreation Equipment and Related Services

October 13, 2023

Section Two: Proposal Submission, Questionnaire and Required Forms

SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of January 1, 2024, by and between ABcreative Inc. ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of (enter category here) ("the products and services").

RECITALS

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

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

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

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

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

1. ARTICLE 1 – GENERAL TERMS AND CONDITIONS

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

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

2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

- 2.1 **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for two (2) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- 2.2 **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

- 3.1 **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members.
- 3.2 **Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.
- 3.3 **Vendor's promise:** Vendor agrees all prices, terms, warranties, and benefits granted by Vendor to Members through this contract are comparable to or better than the equivalent terms offered by Vendor to any present customer meeting the same qualifications or requirements.

4. ARTICLE 4 – FORMATION OF CONTRACT

- 4.1 **Vendor contract documents:** Region 10 ESC will review proposed Vendor contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.
- 4.2 **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a firm submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3 **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4 **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect Members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).
- 4.5 **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a "wet signature" by a Region 10 ESC staff member.
- 4.6 **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.7 **Supplemental Agreements:** The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, Members and employees shall be made party to any claim for breach of such agreement.

5. ARTICLE 5 – TERMINATION OF CONTRACT

5.1 **Cancellation for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.2 **Delivery/Service failures:** Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the contract;
- ii. Providing work and/or material that was not awarded under the contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.3 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is

affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

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

6. ARTICLE 6 – LICENSES

- 6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2 **Suspension or Debarment:** Vendor shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Vendor or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.
- 6.3 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating Member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

7. ARTICLE 7 – DELIVERY PROVISIONS

- 7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the participating Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within the time specified by the Purchase Order the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency.

The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

- 7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.
- 7.4 **Shipping Instructions:** Unless otherwise specified, each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, stating Vendor's name, purchase order number, quantity contained therein, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 am – 4:00 pm. Deliveries at any other time (including Saturdays, Sundays and holidays) will not be accepted unless arrangements have been made in advance with the receiver at the delivery point. Vendor understands that it is their responsibility to ensure compliance with the delivery instructions outlined in this agreement.
- 7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.
- 7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating Member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for which the Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

8. ARTICLE 8 – BILLING AND REPORTING

- 8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

9. ARTICLE 9 – PRICING

- 9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Lead Agency and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.
- Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

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

- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement. All pricing submitted to Region 10 shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.
- 9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

10. ARTICLE 10 – PRICING AUDIT

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

11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.
- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement:** Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.
- 11.8 **Domestic preference:** Region 10 ESC prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States.

12. ARTICLE 12 – SITE REQUIREMENTS

- 12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.
- 12.2 **Site Preparation:** Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.
- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.
- 12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work

in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

- 12.5 **Smoking/Tobacco**: Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials**: Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.
- Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.
- 12.7 **Maintenance Facilities and Support**: It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating Member, Vendor must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

13. ARTICLE 13 – MISCELLANEOUS

- 13.1 **Funding Out Clause**: Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
- "Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."
- 13.2 **Disclosures**: Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- 13.2.1 Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in Equalis Group.
- 13.2.2 Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- 13.3 **Indemnity**: Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract,

including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating agency.

- 13.4 **Franchise Tax:** Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.
- 13.5 **Marketing:** Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.
- 13.6 **Insurance:** Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.
- 13.6.1 Certificates of insurance shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.6.2 Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and Member.
- 13.7 **Subcontracts/Sub Contractors:** If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.
- 13.7.1 No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.
- 13.7.2 Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating Member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.
- 13.8 **Legal Obligations:** It is the Vendor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded

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

- 13.9 **Boycott Certification**: Vendor hereby certifies 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.

[Signatures follow on Signature Form]

PROPOSAL FORM 20: 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:

X 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 23: 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 ABcreative Inc.

Address 33160 W 83rd St.

City/State/Zip DeSoto, KS 66018

Telephone No. 913-583-3332

Fax No. NA

Email address Tanner@abcreative.net

Printed name Tanner McNamara

Position with company CEO

Authorized signature 

Acknowledgement of Amendment 1 (Initial) 

Term of contract January 1, 2024 to December 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

Jan 4, 2024

Date

Dr. Rickey Williams
Print Name

Equalis Group Contract Number R10-1159A

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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 FORM 9: IMPLEMENTATION OF HOUSE BILL 1295**
- ☐ **PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION**
- ☐ **PROPOSAL FORM 11: RESIDENT CERTIFICATION**
- ☐ **PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION 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. **Vendor responses are strictly limited to 30 additional pages.** Vendors who submit more than 30 additional pages may result in the proposal being deemed non-responsive at the sole discretion of Region 10.

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>	ABcreative, Inc.
	<i>What is the mailing address of your company's headquarters?</i>	33160 W. 83 rd Street, PO Box 65, De Soto, KS 66018
	<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>	Tanner McNamara Vice President tanner@abcreative.net 913-706-8119
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>Please list the current manufacturers you partner with.</i>	Berliner BCI Burke Cedar Forest Products Modern Shade DuraPlay Earthscape EWF Mulch

		ForeverLawn ID Sculpture IMC Outdoor Products MyT Coat Percussion Play TrekFit
	Does the respondent agree to offer all future product and services at prices that are proportionate to contract pricing offered herein?	Yes
	Does pricing submitted include the required administrative fee?	Yes
	Do you offer any other promotions or incentives for customers? If yes, please describe.	No
Ability of Customers to verify that they received contract pricing	Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?	Yes
	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.	Manufacturers' pricing lists. Request pricing/price list from manufacturer. Upon request from vendor.
Payment methods	Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments	Projects require a 50% deposit for manufacturing and production, invoiced at start, and due Net 30. The remaining balance and change orders will be billed upon completion of installation and/or project. Payments can be made by check or electronic funds transfer as requested by the customer.
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)		
Product quality and features	Please provide a high-level overview of the products and services being offered and how they address the scope being requested herein.	Consulting, design and installation of playground, sports equipment, & fitness equipment, park shelters, site amenities, safety surfacing, dog park equipment, splash pads. In addition, equipment maintenance and repairs.
	Describe how your products and services comply with applicable industry regulations/safety standards.	All represented manufacturers are IPEMA certified and CPSC and ASTM compliant.
	Outline how your playground and/or recreation equipment differentiates from those of your competitors.	A combination of unique play value offered and quality. We offer multiple lines of manufacturers instead of just one because they each bring something entirely unique not just to our portfolio but to the entire industry.
	Describe any capabilities to create custom playground and/or recreation equipment.	ABcreative represents multiple manufacturer lines that each provide unique and complimentary products which allows us to provide total playground designs that cannot be matched by our competitors.

		Additionally, ABcreative has an in-house design team that gives us capabilities for customization that our competitors do not have.
	<i>Outline how you incorporate accessibility, safety, and sustainability features into your playground and/or recreation equipment.</i>	All manufacturers we represent are IPEMA, CPSC and ASTM certified. For our wood equipment, at least one tree is planted for every tree used in the construction of the play structures. The equivalent number of trees used (or more) will be planted through local reforestation projects or through One Tree Planted (a global non-profit). In 2022, 2060 trees were used to produce playgrounds and 4500 were planted.
	<i>States Covered - Respondent must indicate any and all states or 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>	Kansas, Missouri, Iowa, Nebraska, Oklahoma, and Arkansas
	<i>List the number and location of offices, or service centers for all states being proposed in solicitation</i>	Kansas, Missouri, Iowa, Nebraska, Oklahoma, and Arkansas
	<i>Outline any other capabilities not already addressed.</i>	In-house design and operations teams.
Ability to consult, design, and install products and services	<i>Please describe any consulting or design services you offer.</i>	Full on-site project consulting for full scope of work: Site preparation, excavation, drainage, final grading, concrete work, ADA access. Full in-house design services to include concepting, renderings to construction documents for installation.
	<i>Outline the process for installing products, equipment and/or other solutions you are offering.</i>	Turnkey installation services for all products. Full on-site project consulting for full scope of work: Site preparation, excavation, drainage, final grading, concrete work, ADA access. Full in-house design services to include concepting, renderings to construction documents for installation.
Response to emergency orders and maintenance repair/requests	<i>Describe the type of emergency orders or requests your organization typically receives and how you respond to those requests</i>	None
	<i>Describe any services you offer post-installation such as maintenance/repair plans for equipment.</i>	Warranty repairs
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>	"Customer service is open from 8am - 5pm CT, Monday - Friday. We have redundancies in our staff able to assist customers from quoting to time-critical project coordination. A companywide CRM and project management software ensures all information is available and everyone is on the same page. "
Financial condition of vendor	<i>Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters</i>	We have been in business for 30 years. If confirmation of financial good standing is required, introductions to our bank and manufacturers can be provided to provide requested documentation.
	<i>What was your annual sales volume over last three (3) years?</i>	\$60 Million
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>	CEU accredited presentations, lunch and learns, virtual and in-person meetings in partnership with manufacturer representatives.

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 reports, etc. for each eligible agency</i>	In-house, full-time bookkeeper. Utilization of QuickBooks Online and CRM system, Builder Trend. Additional full-service CPA/Bookkeeping team for increased capacity and accuracy of records.
	<i>Provide your safety record, safety rating, EMR and worker's compensation rate where available.</i>	See EMR letter attachment.
Qualification and Experience (25 Points)		
Respondent reputation in the marketplace	<i>Provide a link to your company's website</i>	www.abcreative.net
	<i>Please provide a brief history of your company, including the year it was established.</i>	Established in 1993 by Karen Herren. Karen's husband Tim joined in 2007 after selling his business. Tim focused on sales/business development, sales management, and marketing. In 2018, Tim and Karen's son, Tanner, joined the company. The company has experienced steady growth since 1993 and has experienced exponential growth since 2019.
Past relationship with Region 10 ESC and/or Region 10 ESC members	<i>Have you worked with Region 10 in the past? If so, provide the timeframe and main contact for that work?</i>	No
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:</i> <ul style="list-style-type: none"> * Executive Support * Account Manager * Contract Manager * Marketing * Billing, reporting & Accounts Payable 	Ex Support: Tanner McNamara, CEO & Dan Gray, COO Acct Mgr: Tanner McNamara, CEO Contract Mgr: Tanner McNamara, CEO Marketing: Nick Johnson, Creative Director Billing, Reporting, and AP: Danielle Pettyjohn, Bookkeeper
Past experience working with the public sector	<i>What are your overall public sector sales, excluding Federal Government, for last three (3) years?</i>	\$55,000,000
	<i>What is your strategy to increase market share in the public sector?</i>	Implementation of CRM, investment in personnel across the company in sales support roles, project managers, and in sales staff. Investment in sales support systems and staff will allow sales staff to focus on sales and business development.
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>	None
	<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>	Wilder Bluff - 2021 Shawnee, KS Contact: Brett McCubbin Manager of Parks and Facilities 913.742.6440 bmccubbin@cityofshawnee.org E.H. Young Riverfront Park – 2020

		<p>Riverside, MO Contact: Noel C Bennion Capital Projects & Parks Manager 816.741.3993 nbennion@riversidemo.com</p> <p>Lowenstein Park - 2020 Lee's Summit, MO Contact: Steve Casey Superintendent of Park Planning 816.969.1507 Stephen.Casey@cityofls.net</p> <p>Amanda Arnold Elementary School - 2021 Manhattan, KS Contact: Kathy Stitt Principal 785.587.2020 kathys@usd383.org</p> <p>Sherwin-Williams Park - 2023 Coffeyville, KS Contact: David Rains Director of Recreation Commission crcdirector@coffeyvillerec.com</p>
Certifications in the Industry	<p><i>Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. 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>None, CPSI is not from a governmental entity</p>
Company profile and capabilities	<p><i>What best describes your position in the distribution channel? (Manufacturer,</i></p>	<p>Authorized Distributor/Dealer</p>

	<i>Authorized Distributor, Value-Add Reseller, Other</i>	
Other factors relevant to this section as submitted by the Respondent	<i>If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</i>	No
	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>	None
	<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>	None
	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>	Not applicable. We do not request responses to bid or proposals.
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>	Not applicable. We do not request responses to bid or proposals.
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>	Advertisement on website. Email blast to all contact as part of our ongoing monthly email blast. Advertisement on social media platforms and hard copy informational cover page printed and given to all sales reps.

	<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>	Our staff is very familiar with purchasing cooperatives due to our partner manufacturers holding cooperative contracts
	<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>	Yes
Ability to manage a cooperative contract	<i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i>	CRM tracks cooperative discounts. Additionally, ABcreative has in-house bookkeeping and partners with fractional bookkeeping services through our CPA firm for increased accuracy, reconciliation and bookkeeping capacity.
	<i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i>	Greenbush
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>	ABcreative is already successful in educating customers on the use of purchasing cooperatives. The combination of our educated and experienced sales team and the brand recognition of Equalis would result in a very successful relationship.
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>	7. Kansas, Nebraska, Iowa, Missouri, Oklahoma, and Arkansas



November 5th, 2023

Abcreative, Inc.
FLKC, LLC
33160 W 83rd St
De Soto, KS 66018
RE: Workers' Compensation Experience Mod History

To Whom it May Concern:

Please accept this letter as verification that the Workers' Compensation experience modifiers for Abcreative, Inc. / FLKC, LLC are as follows:

Insured has had insufficient premium and payroll figures to generate an experience modification per NCCI guidelines. Worker's Compensation coverage has been in force consecutively since 2018 with no losses to report. Current policy term runs from 11/01/2023 - 11/01/2024.

If you have any questions or need anything else, please do not hesitate to contact me. You may reach me directly at 913-294-2110.

Thank you,

Ashley Cordle



Ashley Cordle

VICE PRESIDENT OF AGENCY OPERATIONS

Phone: 913.294.2110 **Email:** ashley@elliottinsurancegroup.com

Website: www.elliottinsurancegroup.com



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: ABcreative, Inc. _____

Title of Authorized Representative: Tanner McNamara _____

Mailing Address: 33160 W. 83rd Street, De Soto, KS 66018 _____

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: ABcreative, Inc. _____

Title of Authorized Representative: Tanner McNamara _____

Mailing Address: 33160 W. 83rd Street, De Soto, KS 66018 _____

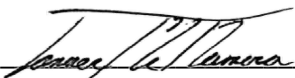
Signature:  _____

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

11/8/2023

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.

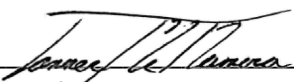
Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

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

11/8/2023

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 ABcreative, Inc. _____

ADDRESS 33160 W. 83rd Street
De Soto, KS 66018

PHONE 913-583-3332 _____

FAX _____

RESPONDANT



Signature

Tanner McNamara

Printed Name

CEO

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? TTT
(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? TTT
(Initials of Authorized Representative)

PROPOSAL FORM 11: RESIDENT CERTIFICATION

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

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

Texas or Non-Texas Resident

- ☐ I certify that my company is a **"resident Bidder"**
☒ I certify that my company qualifies as a **"nonresident Bidder"**

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

ABcreative, Inc. 33160 W. 83rd Street

Company Name	Address
--------------	---------

De Soto, KS 66018

City	State	Zip
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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. Offer or will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.


Does vendor agree? 

(Initials of Authorized Representative)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? 

(Initials of Authorized Representative)

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree? TTT
(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? TTT
(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? TTT
(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? TTT

(Initials of Authorized Representative)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

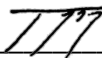
Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the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

Does vendor agree? 

(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? 

(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery,

and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? TTT
(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? TTT
(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? TTT
(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? TTT
(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? TTT
(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? TTT
(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.

ABcreative, Inc.

Company Name

Tanner McNamara

Signature of Authorized Company Official

Tanner McNamara _____

Printed Name

CEO _____

Title

11/8/2023

Date

PROPOSAL FORM 13: FEMA REQUIREMENTS

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). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All respondents submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding respondent’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners 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, Respondent should certify Respondent’s agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, Region 10 ESC will consider the respondent’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 Supplier Partner using federal funds.

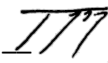
1. Access to Records

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

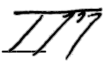
The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does Respondent agree? 
(Initials of Authorized Representative)


For Contracts Entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.”

Does Respondent agree? 
(Initials of Authorized Representative)


2. Changes

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Respondent agree? 
(Initials of Authorized Representative)

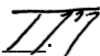
3. Use of DHS Seal, Logo, and Flags

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Respondent agree? 
(Initials of Authorized Representative)


4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Respondent agree? 
(Initials of Authorized Representative)


5. No Obligation by Federal Government

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does Respondent agree? 
(Initials of Authorized Representative)

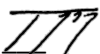
6. Program Fraud and False or Fraudulent Statements or Related Acts

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does Respondent agree? 
(Initials of Authorized Representative)


7. Affirmative Socioeconomic Steps

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does Respondent agree? 
(Initials of Authorized Representative)

8. License and Delivery of Works Subject to Copyright and Data Rights

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree? 
(Initials of Authorized Representative)

PROPOSAL FORM 14: 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

11/8/2023

Date

PROPOSAL FORM 15: 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: ABcreative, Inc.

Street: 33160 W. 83rd Street

City, State, Zip Code: De Soto, KS 66018

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 Tanner McNamara _____, an authorized representative of ABcreative 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
Tanner McNamara	8303 Primrose St. DeSoto, KS 66018	30%
Karen Herren	32225 W. 88th St. DeSoto, KS 66018	54%
Tim McNamara	32225 W 88th St. DeSoto, KS 66018	16%

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

 CEO
Authorized Signature and Title

11/8/2023
Date

PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT

Company Name:

Street:

City, State, Zip Code:

State of New Jersey

County of _____

I, _____ of the _____
Name City

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

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

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

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

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of New Jersey

My commission expires _____, 20____

SEAL

PROPOSAL FORM 17: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: ABcreative, Inc.
Street: 33160 W 83rd Street
City, State, Zip Code: De Soto, KS 66018

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.

 CEO

Authorized Signature and Title

11/8/2023
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).

A handwritten signature in black ink, appearing to read "James T. Lamore", is written over a horizontal line.

Signature of Procurement Agent

PROPOSAL FORM 18: 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

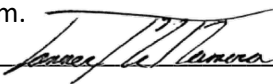
Required Pursuant To N.J.S.A. 19:44A-20.26

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:	ABcreative, Inc.		
Address:	33160 W. 83 rd Street		
City:	De Soto	State: KS	Zip: 66018

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

Tanner McNamara
Printed Name

CEO _____
Title

Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
None			\$

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

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

Page ____ of ____

Vendor Name:

[illegible]☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

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

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

PROPOSAL FORM 19: 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
Partnership

☐ Corporation

☐ Limited Partnership

☐ Limited Liability
Corporation

☒ Subchapter S
Corporation

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

Stockholders:

Name: Tanner McNamara	Name:
Home Address: 8303 Primrose St. DeSoto, KS 66018	Home Address:
Name: Karen Herren	Name:
Home Address: 32225 W 88th St DeSoto, KS 66018	Home Address:
Name: Tim McNamara	Name:
Home Address: 32225 W 88th St DeSoto, KS 66018	Home Address:
Subscribed and sworn before me this <u>14</u> day of <u>November</u> , 2023.	
(Notary Public)	<u>Danielle Pettyjohn</u> (Affiant)
Danielle Pettyjohn Notary Public, State of Kansas My Appointment Expires:	<u>Danielle Pettyjohn, Notary</u> (Print name & title of affiant)
My Commission expires: <u>1/8/2025</u>	(Corporate Seal)

PROPOSAL FORM 20: 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:

X 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 21: 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.**

- ☒ x 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 22: 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).)

11/8/2023

Date


Authorized Signature & Title

CEO



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.



Division of Taxation
915 SW Harrison St
Topeka KS 66612-1588



Phone: 785-368-8222
FAX: 785-296-2073
www.ksrevenue.org

Nick Jordan, Secretary of Revenue
Steve Stotts, Director of Taxation

Department of Revenue

Sam Brownback, Governor

November 21, 2016

A B CREATIVE INC
34102 COMMERCE DR STE C
DE SOTO, KS 66018-9000

Attached is your Kansas Retailers' Sales tax registration certificate. Refer to the next page to see how to use your certificate. If you close or sell your business, please return this certificate along with a Discontinuation of Business form, which can be found on our web site.

You are required by Kansas law to file returns electronically. To do so or make payments electronically, visit our web site at <http://www.ksrevenue.org/eservices.htm> or www.webtax.org. See the next page for more details.

KANSAS DEPARTMENT OF REVENUE
Division of Taxation

www.ksrevenue.org

RETAILERS' SALES TAX REGISTRATION CERTIFICATE



A B Creative Inc
34102 Commerce Dr Ste C
De Soto, KS 66018-9000

Tax Account Number: 004-XXXXXX6699F-01

Inception Date: 07/01/2002

Filing Frequency: Monthly

This Registration Certificate is valid until canceled and is not transferable.

KANSAS DEPARTMENT OF REVENUE
NAME OR ADDRESS CHANGE FORM

800518

Individual

Current Name: _____ Current SSN: _____

☐ I am changing my name. New Name: _____

☐ I am changing my address

Social Security Number _____ Contact me by Home Phone Number _____ Old Email Address _____

Spouse Social Security Number _____ Contact me by Cell Phone Number _____ Current Email Address _____

New Name (Include spouse's full name if filed jointly) _____

New Address (street, city, state and zip code) _____

Signature _____ Date 11/6/2023

Business

Current Business Name: ABcreative, Inc. Current EIN/SSN: 48-1186699

☐ I am changing my business name. New Business Name: _____

☐ I am changing my DBA name. New DBA Name: _____

☒ I am changing my address: ☒ Business Mailing Address ☒ Business Location Address

☐ I am correcting my EIN: ☐ New EIN _____ ☐ Old EIN _____

This change will affect the following tax accounts:

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Retailers' Sales Tax | <input type="checkbox"/> Dry Cleaning Surcharge | <input type="checkbox"/> Tire Excise Tax |
| <input checked="" type="checkbox"/> Withholding Tax | <input type="checkbox"/> Liquor Drink Tax | <input type="checkbox"/> Transient Guest Tax |
| <input type="checkbox"/> Consumers' Compensating Use Tax | <input type="checkbox"/> Liquor Enforcement Tax | <input type="checkbox"/> Vehicle Rental Excise Tax |
| <input type="checkbox"/> Retailers' Compensating Use Tax | <input type="checkbox"/> Nonresident Contractor | <input type="checkbox"/> Water Protection/Clean Drinking Water Fee |
| <input type="checkbox"/> Cigarette Vending Machine Permit | <input type="checkbox"/> Privilege Tax | <input type="checkbox"/> Charitable Gaming |
| <input type="checkbox"/> Corporate Income Tax | <input type="checkbox"/> Retail Cigarette License | |

Mailing Address:

33160 W. 83rd Street, De Soto, KS 66018

New Mailing Address (street, county, city, state and zip code) _____

Contact me by Home Phone Number _____ Old Email Address _____

Contact me by Cell Phone Number _____ Current Email Address _____

Location Address: Effective Date (mm/dd/yyyy): 01/01/2023

34102 Commerce Drive, Ste C, De Soto, KS 66018 ☐ Outside City Limits ☒ Inside City Limits

Old Location Address (street, county, city, state and zip code) _____

33160 W. 83rd Street, De Soto, KS 66018 ☐ Outside City Limits ☒ Inside City Limits

New Location Address (street, county, city, state and zip code) _____

karen@abcreative.net

Contact me by Home Phone Number _____ Old Email Address _____

913.583.3332 accounting@abcreative.net

Contact me by Cell Phone Number _____ Current Email Address _____

(Signature) Tanner McNamara (Printed Name) 11/6/2023 (Date)

Mail to: KDOR - Taxpayer Assistance Center, PO Box 3506, Topeka KS 66625-3506 or fax to 785-296-2073. If you have questions about the completion of this form, call 785-368-8222.

Iowa Department of REVENUE



L0000816100



Iowa Department of Revenue
Registration Services
PO Box 10470
Des Moines, IA 50306-0470

4178 ABCREATIVE INC
33160 W 83RD ST
DE SOTO KS 66018-8053

Date: July 18, 2022
Letter ID: L0000816100
IDR ID: 1604101105

IMPORTANT: Return Filing and Payment Changes

The Iowa Legislature passed a bill that changed filing and payment requirements for sales, use, and excise taxes in Iowa. The three key changes of this legislation include:

Sales and use taxes will be combined into one permit and filed using one return.

- All sales and use taxes will be filed on a single return. Separate returns for consumer's use and retailer's use taxes will no longer be used.
- If you have both a sales tax and use tax permit for your business location, the Department will cancel any unneeded permits for you.

Filing frequencies have changed for sales, use, and excise taxes.

- Taxpayers that collect less than \$1,200 in sales and use tax per year will file returns and pay taxes annually.
- If you collect and remit most excise taxes, you must file a return and pay those taxes each month. This includes hotel and motel, automobile rental, and construction equipment. Water service excise tax will remain on a separate permit and return and can be monthly or annual.

Deposit payments are no longer required.

- Payments are due only when a sales and use tax return is filed.
- You can continue to make deposit payments using GovConnectIowa, but it is not required by the Department.

What does this mean for you?

- The permit status and filing frequency for your tax accounts are listed below.
- If you have not already done so, create your GovConnectIowa logon today and request access to your tax accounts so you can file your return and pay tax on time. Quick File and Quick Pay are available if you do not yet have a logon.
- Annual filers will file a single tax return and make one payment for all sales and use tax collected each year, due on January 31 of the following year. In January 2023, you will file a single tax return for all sales and use taxes collected in 2022. When filing the return, report any payments made in 2022 as deposit payments to ensure you do not pay those taxes twice.

For more information about the legislative changes, how it will impact you, and answers to frequently asked questions, visit tax.iowa.gov/permit-changes.

Date: July 18, 2022
Letter ID: L0000816100

Status of Your Tax Accounts

Tax Account	Account Status	Filing Frequency
Retailer's Use: 2-00-167551	Active	File & Pay Annually



State of Missouri

John R. Ashcroft, Secretary of State

Corporations Division

PO Box 778 / 600 W. Main St., Rm. 322

Jefferson City, MO 65102

F001322228
Date Filed: 8/10/2022
John R. Ashcroft
Missouri Secretary of State

Application for Reinstatement

(Submit with filing fee of \$55.00 for General Business, \$25.00 for Nonprofit)

1. The corporation's name is: ABCreative Incorporated (KANSAS)

Charter #: F001322228

2. The date of the forfeiture/administrative dissolution was: 12/4/2015

3. The grounds for forfeiture/administrative dissolution which have been eliminated were:

(Check all that may apply)

☒ Failing to file an annual registration report;

☐ Failing to maintain a registered agent or office;

☐ Failing to extend the period of duration;

☐ Procuring its Charter/Authorization by fraud;

☐ Other

4. Attached is a certificate of tax clearance from the Department of Revenue reciting that all state taxes have been paid.

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

Karen R. Herren
Authorized Signature of officer or chairman of the board

KAREN R. HERREN
Printed Name

President

8/4/22
Date

Name and address to return filed document:

Name: _____

Address: _____

City, State, and Zip Code: _____

ORI-08102022-2356 State of Missouri

No of Pages 2 Pages



Reinstate - For Profit

Corp 50AD (12/2010)

How to Display and Use Your Certificate

Your registration certificate must be displayed in a "conspicuous location" in your business. Many businesses place it in a display case or area near their cash register. Display the certificate proudly to let your customers know you are duly registered to collect and remit the taxes you are charging them. If you are registered for more than one tax, group the certificates together. You must have a certificate at all times. If your certificate is lost or destroyed, request a duplicate from the Department of Revenue.

If you do not have a permanent fixed business location, carry your registration certificate with you. Many retailers traveling from site to site have their certificates laminated to protect them during travel. Your certificate should be available at each temporary location should local or state officials request proof of registration. If you close or sell your business, please return this certificate with a Discontinuation of Business form, which can be found on our web site at <http://www.ksrevenue.org/pdf/cr108.pdf>.

Additional Information

Consult the "Kansas Sales and Compensating Use Tax" Information Guide, Publication KS-1510, which is available from our web site: <http://www.ksrevenue.org/pdf/pub1510.pdf>.

All of the sales/compensating tax rates for Kansas cities and counties are available from our web site at: <http://www.ksrevenue.org/salesratechanges.html>. You may also contact the Department by calling 785-368-8222.

Please note your tax account number, 004-481186699F-01 on your certificate contains your EIN. Several of the digits are masked on your certificate for your security.

Electronic Filing Requirements

Kansas law requires that you file returns electronically. Kansas offers several electronic filing solutions. You can use WebTax for online filing and payment. First, create a user login ID and select a password then attach your business tax account. Each tax account has a unique Access Code that only needs to be entered once. This Access Code binds your account to your login ID. For future filings, you simply log into your account using your self-selected user login and password. A history of all returns filed or payments made is retained in WebTax.

You can also use the telephone to file returns and make payments for form ST-16 (single location sales). Like WebTax, you will need an Access Code to access the correct tax account. The telephone option requires that you use this Access Code each time you file or make payment.

For your Access Code assignment, call our Electronic Services staff at 785-296-6993. If you prefer you may e-mail Electronic Service at eservices@kdor.ks.gov.



Payments are made through EFT transfer (ACH Debit or ACH Credit) on or before the due date. Credit card payments are also accepted through third-party vendors. For a current list of vendors and their services visit our web site at: <http://www.ksrevenue.org/faqs-credit.html>.

The online WebTax application and the telephone filing options are simple, safe and FREE and conveniently available 24 hours a day, 7 days a week. You also receive immediate confirmation that your return is filed.

Electronic Options	Program Description	Form Types Accepted	Requirements	Getting Started
Online www.webtax.org	Use WebTax to file single and multiple jurisdiction sales and use tax returns. WebTax allows filers to upload jurisdictions and tax payments directly into returns. Users can also copy jurisdiction information from previous returns into their current return saving time and improving accuracy.	* ST-16 * ST-36 * CT-9U * CT-10U	* Internet access * Access Code(s) * EIN	* Go to webtax.org and click the "Use WebTax Now" button. * Create a user login and select a password. * Contact Electronic Services for your Access Code assignment. * Connect your tax account to your login and begin filing.
By Phone 1-877-317-5639	This TeleFile system can be used to file single jurisdiction sales tax returns. Using a touchtone phone, tax information is entered from a completed worksheet into the telefile system. Your assigned Access Code and federal Employer Identification Number (EIN) remains the same for each filing period	* ST-16	* Touch-tone telephone * TeleFile worksheet * Access Code(s) * EIN	* Complete a Telefile worksheet (it can be downloaded from our web site at ksrevenue.org/pdf/forms/st16tel.pdf or you may make copies of your current worksheet to use for future filing periods). * Contact Electronic Services for your Access Code assignment. * Call 1-877-317-5639 and use your Access Code and your federal EIN to access the TeleFile system. Using the keypads of your touch-tone phone, enter the information from your worksheet.

NEBRASKA

Good Life. Great Service.

DEPARTMENT OF REVENUE

NONTRANSFERABLE
STATE ID NUMBER
010505555

0000035

DATE 02/18/2021

BUSINESS CONSUMERS USE TAX

MAILING ADDRESS

LOCATION ADDRESS

ABCREATIVE INC
32225 W 88TH ST
DESOTO KS 66018

ABCREATIVE INC
PO BOX 65
DE SOTO KS 66018-0065

RETAIN THIS FOR YOUR RECORDS
USE THIS IDENTIFICATION NUMBER ON
ALL TAX RETURNS AND CORRESPONDENCE

To cancel, see instructions on reverse.

Tony Fubba
Tax Commissioner

TAXATION DIVISION
PO BOX 3666
JEFFERSON CITY, MO 65105-3666



Missouri
DEPARTMENT OF REVENUE

Telephone: 573-751-9268
Fax: 573-522-1265
E-mail: taxclearance@dor.mo.gov

CERTIFICATE OF TAX CLEARANCE

ABCREATIVE INC
33160 W 83RD ST
DE SOTO, KS 66018-8053

08/05/2022

MISSOURI CORPORATION CHARTER NUMBER: F001322228

The Missouri Department of Revenue received your request for a tax clearance and completed a review of the tax records. All taxes owed, including all liabilities owed as determined by the Division of Employment Security pursuant to Chapter 288, RSMo, have been paid.

This statement is not to be construed as limiting the authority of the Director of Revenue to assess, or pursue collection of liabilities resulting from final litigation, default in payment of any installment agreement entered into with the Director of Revenue, any successor liability that may become due in the future, or audits or reviews of the taxpayer's records as provided by law.

This Certificate of Tax Clearance must be presented to the Missouri Secretary of State with any required paperwork and payment. For information concerning the Secretary of State's requirements, you may call (573) 751-4153 or toll free at (866) 223-6535.

THIS CERTIFICATE REMAINS VALID FOR 60 DAYS FROM THE ISSUANCE DATE. If you do not complete your transaction in 60 days you must obtain a new Certificate of Tax Clearance. A new Request for Tax Clearance (Form 943) is required.

If you require additional information, contact the Taxation Division at the above address, telephone number, fax number, or e-mail.

Taxation Division

Enclosure

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF RESCISSION

I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, hereby certify that the administrative dissolution or forfeiture entered against
ABCREATIVE, INC.

Using in Missouri the name

ABCreative Incorporated (Kansas)
F001322228

on 12/4/2015, as provided in the General and Business Corporation Law was this day rescinded, and said corporation was on this date hereby restored to good standing on the records of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 10th day of August, 2022.


Secretary of State



PROFILE

I am a business owner with an ownership mindset. I believe that success is a result of an unwavering mindset centered on initiative and accountability. With a wide range of training and experience, I bring leadership and management skills directly into the work environment. I have proven myself to be an effective leader, mission-driven, one who performs under pressure, respects process, understands chain of command, and has the ability to innovate rapidly. I have shown my adaptability moving from position to position, effectively tackling tasks in an always mission-critical environment.

EXPERIENCE

Vice-President, ABcreative Inc., De Soto, KS 2018-Present

Vice President, ForeverLawn Kansas City, De Soto, KS 2018-Present

- Simultaneously serving two leadership roles of small businesses requires the wearing of many hats. On a daily basis I address items related to:
 - Company financials – essential accounting, order processing oversight, and planning
 - Strategic planning
 - Marketing
 - Human resources – Hiring, training, tasking
 - Project management
 - Contract review
 - Information Technology
 - External and internal dispute resolution
- Manage 17 employees located in Kansas, Iowa, and Missouri

Ground Supply Officer, USMC, Twentynine Palms, CA 2015-2018

Supply Chain Management

- Maintained accountability of all battalion equipment ~\$150mil. This was achieved through the use of Oracle R12 in addition to managing all record keeping and overseeing physical inspections.
- Maintained supplier relationships in conjunction with the end consumer to achieve delivery timelines.
- Coordinated and executed supply trains during field operations using effective supply and material delivery management in time and mission-critical environments.

Financial Management

- Advised the Battalion Commander on all fiscal matters and provided analysis of existing and future requirements to ensure execution of the most cost-effective options.
- Created, maintained and executed the battalion budget of \$2mil and communicated its status to internal and external team members while considering product costs, lead-times, and project schedules.

Leadership and Supervision

- Responsible for the training, welfare, proficiency, and conduct of the 20 Marines of the supply section.
- As a company grade officer, I often filled positions overseeing the mission accomplishment of over 200 Marines.

Consistently graded as a top performer against my peers – evaluations available upon request

Operations Officer, USMC, Topeka, KS 2012-2013

Responsible for planning the training schedule and overseeing its execution at a unit consisting of approximately 120 Marines.

Marine Combat Instructor of Water Survival 2011-2014

Responsible for the management of all activities and logistics during unit swim qualifications which usually consisted of 30 or more Marines. Personally trained over 250 Marines and received a letter of appreciation and was awarded a meritorious mast for exceptional proficiency and conduct.

Platoon Sergeant 2011-2012

Supervised a platoon of up to 80 Marines and implemented the training schedule while providing guidance as necessary. Responsible for understanding the commander's intent and making correct and instant decisions to achieve the desired end-state.

Vice President, Kansas State University Kinesiology Student Association 2010-2012

Served as liaison to campus groups and student government. Found speakers for meetings and opportunities for kinesiology student involvement.

Assistant, Kansas State Men's and Women's Basketball Strength and Conditioning 2010-2012**EDUCATION**Kansas State University, Manhattan, KS

- B.S. Kinesiology 2011, M.S. Kinesiology 2012
 - Published in the Journal of Physiology 2014. Research selected for special presentation at the Experimental Biology Conference 2012 in San Diego, CA.
 - Graduate research assistant at the Department of Kinesiology Cardiovascular and Physiology Laboratory.
- Military Schools
 - Ground Supply Officer Course, Camp Lejeune, NC
 - Naval Flight Training, Pensacola, FL and Corpus Christi, TX
 - The Basic School, Quantico, VA
 - Water Survival Instructor
 - Officer Candidate School, Quantico, VA

Dan Gray
Olathe, KS
316.617.4793
moviedan@att.net
www.linkedin.com/in/danfgray

Innovative Operations Executive and Profit Optimizer

Detail-oriented leader with 15+ years of executive level experience providing innovative business solutions that continually improve processes and initiatives that drive company growth and success. Known for achieving top-tier results in talent acquisition and development. Adept at assessing customer requirements and exceeding expectations for maximum client satisfaction. Armed with exceptional communication, interpersonal, problem-solving, organizational skills, and ability to work effectively under pressure.

- | | | |
|--------------------------|-------------------------|-------------------------|
| • Org. Needs Analysis | • P&L Responsibility | • Policies & Procedures |
| • Employee Retention | • Job Design | • Project Management |
| • Training & Development | • Multi-Site Operations | • Control Systems |

Key Skills & Career Highlights

Organizational Needs Analysis and Operational Improvements

- Created a marketing department to improve social media presence by 30% and companywide promotional awareness.
- Started an internal IT department for the company that decreased network and technical downtime by 40%.
- Developed a maintenance department companywide to improve quality control and decrease employee and customer accidents by 25%.

P&L Responsibility

- Designed and implemented new processes and procedures for setting budgets for payroll, inventory and marketing that increased the bottom line by 10%.
- Instituted operating procedures on scheduling that improved sales per person by 15% companywide.
- Created monthly location P & L meetings with management team to assess financial strength and weakness that corrected inefficiencies by 50% in response time.

Policies & Procedures

- Played a key role in the creation of a companywide employee handbook, outlining company policies. This new handbook helped standardize employee practices in all locations.
- Created "Managers Guide" to standardize management procedures for each location. The standardization of procedures created a unified process for management no matter which location they were placed.
- Instituted review program to continuously improve or replace policies and procedures. This allowed the company to stay ahead of employee issues and improve operating efficiency.
- Created procedural manuals outlining the requisite skills for each position in the company that enabled managers to increase the efficiency of onboarding and training.

Employee Retention

- Instituted new programs for professional development and training that directly led to decreasing management turnover by 75% within a 2-year period.
- Conceived and implemented programs, training and new communication policies that directly decreased hourly staff turnover by 40% within a 2-year period in a high turnover industry.

Professional Experience

Director of Operations

Oct 2023 - Present

ABcreative

Oversee project management in Kansas, Missouri, Iowa and Nebraska for playground equipment and protective surfacing.

Area Director

Apr 2023 – Oct 2023

Bluegreen Vacations

Direct and manage 4 retail locations in Kansas and Arkansas. Directly manage 4 Managers and indirectly manage 20 sales reps.

- Drive sales at each location to achieve monthly budget goals.
- Train new managers and reps on sales process.
- Work with managers to maximize schedule efficiency at each location.
- Create and generate a winning culture at all levels.

Thrasher, Lenexa, KS

Mar 2022 – Mar 2023

General Manager

Manage the day to day operations of the Lenexa, KS branch that services the Kansas City metro and surrounding territory. Directly manager 5 department managers and indirectly manage up to 60 full time employees, fleet of 15 vehicles and 8 specialty vehicles.

- Oversee branch budget, standard operating procedures, company property.
- Manage and train management team, sales staff, production staff and general labor.
- Collaborate with company wide management teams for quality assurance, operating performance, training and company SOP's.
- Oversee annual revenue of \$17 million plus.
- Customer and vendor relation management.

Thrasher, Lenexa, KS

Feb 2022 – Mar 2022

System Design Specialist

Work with home owners and property owners in designing solutions to repair foundation settling, cement repairs, basement wall repair, water intrusion and floor leveling.

HHM Facility Management, Branson, MO

Mar 2021-Sept 2021

Director of Operations

Led the Lawn and Snow division team that was responsible for managing the lawn service and snow removal for all HHM clients, working and directing 60+ subcontractors in 12 states, while implementing operational procedures, employee guides and standards. This includes a \$15M annual operating budget.

- Developed operating standards for all subcontractors for each property.
- Manage and trained staff locally and regionally.
- Collaborates with company executives to create operating procedures for different positions in several departments.
- Project manage special out of state program and new venture for principle of the company.
- Lend experience and knowledge to the janitorial division of the company.

Warren Theatres, Wichita, KS

2003-2020

COO/Vice President of Operations (2003-2020)

Led a large operations team that was responsible for end-to-end facets of the company, including daily operations, establishing strategic goals, coaching and motivating staff, and implementing organization policies across 8 locations both in theater and restaurant. This included managing a \$30M annual operating budget.

- Monitored, tracked, and reviewed monthly P&L's and expenses with President to evaluate success in reaching targets within expenses.
- Designed and deployed inventory and audit measures to assure up to date stock levels and balances.
- Oversaw inventory control to maintain appropriate amounts of stock for business.
- Collaborated with accounting department to help develop budgets and monthly profit and loss programs as well as set and control expenses and cost of goods.
- Analyzed market to find opportunities, trends, and threats to promote and advertise business via well-defined annual marketing strategies.
- Developed branding campaigns on social media platforms and managed digital marketing and media relations.
- Trained, guided, mentored, and supported managers and employees, as well as organizing training sessions to improve productivity and enhance best practices.
- Generated revenue of \$20M in 4 locations and \$60M in 8 locations.
- Implemented best management strategies and successfully reached or surpassed targets within a highly competitive market.
- Implemented efficient business practices to develop good relationship with customers to expand customer base as well as maximize profit and revenue.
- Designed and implemented programs to build and maintain relationships with customers to generate repeat business.

Education

- **Friends University, Wichita, KS**, BBA, Business Administration, Minor in Entrepreneurship.

Certifications & License

- **Six Sigma**, International Six Sigma Institute

Nick Johnson

515-991-6950

nick@abcreative.net

Professional Experience:

ABcreative

Title: Creative Director April 2021 - Present

- Lead the design and development of cutting-edge playgrounds, ensuring safety and creativity are integrated into every project.
- Spearhead marketing strategies to promote our products and services, resulting in increased brand visibility and revenue growth.
- Collaborate with cross-functional teams, including architects, engineers, and landscapers, to bring playground concepts to life.
- Oversee project budgets, schedules, and quality control to ensure client satisfaction and project success.

Katalyst

Title: Design Engineer 2019 - 2021

- Designed custom retail interiors that met client specifications and showcased their brands effectively.
- Worked closely with clients to understand their vision and provided design solutions that met their business goals.
- Collaborated with a team of architects and contractors to ensure the successful implementation of retail interior projects.

Professional Theater Experience

Title: Technical Designer 2006-2019

- Played a key role in designing technical aspects for professional theater productions, including concerts and Broadway shows.
- Collaborated with directors, set designers, and lighting designers to create visually stunning and functional theater productions.

Education:

Yale University

MFA in Technical Design and Production 2014

Drake University

BFA in Theatre Design 2006

DANIELLE PETTYJOHN

Lenexa, KS | daniellepj1@gmail.com | 360.450.9661

Senior Executive Assistant

ORGANIZED



DRIVEN



TEAM-ORIENTED



EFFICIENT

SUMMARY OF QUALIFICATIONS

- ◆ 10+ years of experience managing high-value assets, projects, and operations in fast-paced government, corporate, and start-up organizations remote and in-person; highly organized with a keen attention to detail within executive, project, marketing, asset, and office management roles.
- ◆ 5+ years delivering executive assistance to Chief Executive Officers (CEOs), including calendar and schedule management, Accounts Payable (A/P) and Accounts Receivable (A/R), event and meeting management, and travel coordination.
- ◆ Extensive asset/office management expertise, including security, supply, and facility services oversight; remain self-directed, innovative, and versatile in order to manage multiple projects and teams at once and deliver results that enhance efficiencies and streamline operations.
- ◆ Knowledgeable in corporate Human Resources (HR) functions, including onboarding and supervising employees.
- ◆ Experience collaborating across departments with Sales and Marketing to effectively deliver promotions and execute events.
- ◆ Well-versed in coordinating all domestic and international travel arrangements for staff and visitors; provide necessary details and documentation to assure fiscally responsible and effective bookings and accommodations.

TECHNOLOGY PROFICIENCIES

Microsoft Office 365 Suite: Excel, Word, PowerPoint, Outlook, Teams | Microsoft Publisher, Access, Product, FrontPage | Adobe DC, InDesign, Illustrator, Photoshop | Macola ERP | SAP Crystal Reports | Egencia | Concur | Intuit QuickBooks (online) | Expensify | Financial Management Software | Zoom | Google Workspace | Slack

EXECUTIVE ASSISTANT & MANAGEMENT EXPERIENCE

Bookkeeper / Executive Assistant | ABcreative, Inc., De Soto, KS

Apr. 2023 – Present

Planning, design, and installation of playground equipment.

- ◆ Manage bookkeeping activities, including accounts payable, accounts receivable, and bank reconciliations.
- ◆ Prepare and analyze financial statements, budgets, and reports to support informed decision-making.
- ◆ Streamline and automate financial processes.
- ◆ Conduct regular audits to ensure compliance with financial regulations and company policies.
- ◆ Assist the executive team with calendar management, travel arrangements, meeting coordination, and correspondence handling.
- ◆ Act as a liaison between internal departments, clients, and vendors, ensuring smooth communication and efficient workflow.
- ◆ Provided comprehensive administrative support, including managing schedules, coordinating meetings, and handling correspondence.
- ◆ Assisted in the preparation and formatting of presentations, reports, and proposals for internal and external stakeholders.
- ◆ Conducted research and compiled data for various projects, facilitating data-driven decision-making.
- ◆ Managed office supplies and inventory, optimizing procurement processes and reducing costs by 15%.

Executive Assistant | JumpCloud (Remote)

Aug. 2021 – Apr. 2023

An open directory platform that simplifies IT management.

- ◆ Directly support the CEO, C-Suite executives, and Board of Directors, providing accurate, efficient, and organized calendaring and appointment scheduling both internal and external meetings, while resolving scheduling conflicts.
- ◆ Assisting multiple executives with various needs, including complex expense report, domestic and international travel, and email correspondence to streamline processes.
- ◆ Coordinate and negotiated with hotel and meeting/event vendors to organize and execute internal/external sales meetings and monthly, quarterly, and annual business reviews.
- ◆ Implemented and managed Egencia travel management platform from end-to-end.
- ◆ Coordinate logistics for off-site meetings.
- ◆ Maintain internal website with company updates.
- ◆ Oversee internal company meetings calendar and reminder emails to presenters.

Senior Executive Assistant | Johnson Co. Government – County Manager's Office, Olathe, KS

Aug. 2020 – Aug. 2021

Governmental office responsible to the Board of County Commissioners and delivering programs and services to Johnson County residents.

- ◆ Directly supported three commissioners and two county managers, providing accurate, efficient, and organized calendaring and appointment scheduling to deliver timely, high-quality service; conduct database management via Excel to streamline processes.

- ◆ Oversaw Accounts Payable (A/P) and Accounts Receivable (A/R) and assist with budget reporting for Public Information Office (PIO), County Manager, and Board of County Commissioners; generate reports via Oracle, accurately adjust and allocate funds, and assure timely bill payments.
- ◆ Provided exceptional, professional constituent services on behalf of commissioners by delivering electronic documents and emails to send personal thank you messages and respond to inquiries and community correspondence; create mail merges, email exports, and databases to expedite processes.
- ◆ Generated summarized information within OnBase to prepare Board of County Commissioners for meetings.
- ◆ Oversaw account set-up during new employee onboarding for Oracle, Office 365, internal accounts, and computer login.

Executive Assistant | Husqvarna Construction Products, Olathe, KS**Sept. 2019 – Apr. 2020***Company provides construction professionals with support, service, and a wide range of construction machines, tools, and accessories.*

- ◆ Provided direct support to Vice President (VP) Sales & Services - Construction North America (NA); organized and submitted expense reports; booked and organized travel arrangements and/or necessary accommodations for VP, as well as company guests.
- ◆ Coordinated, scheduled, and negotiated with hotel and meeting/event vendors to organize and execute internal/external sales meetings and monthly, quarterly, and annual business reviews.
- ◆ Conducted research; prepared statistical reports, correspondence, and documents; and handled information requests in a timely manner, for both confidential and routine matters.
- ◆ Supported sales and services management team with presentation preparation.
- ◆ Forecasted products for promotions and collaborated with Marketing to develop and launch programs and deliver high-quality trade shows and customer events.
- ◆ Oversaw Minimum Advertised Pricing Policies (MAPP) and dealer agreement collection; tracked and addressed pricing violations.

Executive Assistant/Office Manager | Designated Driver, LLC, Portland, OR**Aug. 2018 – Aug. 2019***Established by automotive industry visionaries who are passionate about creating a complete teleoperation technology solution for autonomous vehicles.*

- ◆ Led system and office development for new start-up alongside Chief Information Officer (CIO), assuring budget was met; coordinated technology set-up and integration (including Office 365, QuickBooks, and Expensify) and ordered and installed all office furniture, equipment, and services for staff of six.
- ◆ Assisted multiple executives with various needs, including calendars, meeting coordination, domestic and international travel, and email correspondence to streamline processes.
- ◆ Managed company finances including A/P, A/R, General Ledger (GL), reconciliations, reporting, expenses/expense reports, budgeting, and forecasting for company, as well as individual tracking of projects via QuickBooks and Expensify.
- ◆ Drafted vendor contracts ensured all terms and agreements were executed and entered and managed vendors in QuickBooks.
- ◆ Managed all HR operations, including payroll, benefits, and recruiting new staff.
- ◆ Filed and processed quarterly tax payments for multiple states, and tracked and filed all licensing requirements to maintain compliance in each state.
- ◆ Identified outside agency for payroll management; regularly collaborated to ensure reporting was available for staff accountant.

Executive Assistant to CEO, Office, & Asset Manager | Hawes Group, Vancouver, WA**Jul. 2016 – Aug. 2018***Conglomerate of distinct companies specializing in collections, receivables, banking, legal, commercial, and financial information technology services.*

- ◆ Assisted CEO with professional, personal, and family affairs to include assets, appointments, travel, finances, security, vehicles, insurance, and technology; quickly gained added oversight of corporate headquarter matters.
- ◆ Managed headquarter invoices and assisted with A/P, ensuring timely payment of all bills.
- ◆ Supervised maintenance team and coordinated upkeep for three commercial and six residential properties worth ~\$5.75M.
- ◆ Coordinated all HR functions for corporate office, onboarded new employees, set-up work stations, and supervised two administrative assistants.
- ◆ Managed conversion of travel logistics from serving as the sole person who booked all domestic and international travel to a more efficient travel platform that allowed employees to book reservations themselves.
- ◆ Obtained Notary certification for state of Washington to ensure timely compliance of critical documents.

Aircrew / Shift Leader | United States Navy (Active Enlisted), Jacksonville, FL**1993 – 1996****EDUCATION***Bachelor of Arts in Management and Human Relations | MidAmerica Nazarene University, Olathe, KS***LICENSES & CERTIFICATIONS***Notary Public, Kansas | Expiration Jan. 2025*