



REQUEST FOR PROPOSAL #R10-1160 FOR: Maintenance, Repair and Operations

October 13, 2023

Section Two:

Proposal Submission, Questionnaire and Required Forms

Proposal Form Checklist	3
PROPOSAL FORM 1: ATTACHMENT B – PRICING	4
PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA	5
PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES	29
PROPOSAL FORM 4: CLEAN AIR WATER ACT	30
PROPOSAL FORM 5: DEBARMENT NOTICE	31
PROPOSAL FORM 6: LOBBYING CERTIFICATION	32
PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS	33
PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS	34
PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295	35
PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION	36
PROPOSAL FORM 11: RESIDENT CERTIFICATION	37
PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM	38
PROPOSAL FORM 13: FEMA REQUIREMENTS	44
PROPOSAL FORM 14: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS	47
PROPOSAL FORM 15: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)	49
PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT	49
PROPOSAL FORM 17: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)	50
PROPOSAL FORM 18: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM	54
PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION	59
PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM	60
PROPOSAL FORM 21: EQUALIS GROUP ADMINISTRATION AGREEMENT	61
PROPOSAL FORM 22: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE	62
PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM	63

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 **OUESTIONNAIRE & EVALUATION CRITERIA:** PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA OTHER REQUIRED PROPOSAL FORMS: PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES PROPOSAL FORM 4: CLEAN AIR AND WATER ACT **PROPOSAL FORM 5: DEBARMENT NOTICE** PROPOSAL FORM 6: LOBBYING CERTIFICATION PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS PROPOSAL FROM 9: IMPLEMENTATION OF HOUSE BILL 1295 PROPOSAL FROM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION PROPOSAL FORM 11: RESIDENT CERTIFICATION PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2) PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127) PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE

(The rest of this page is intentially left blank)

PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM

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.

(The rest of this page is intentionally left blank)

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 <u>may</u> 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	Question	Answer
Criteria		
Basic Information		
Required information for notification of RFP results	What is your company's official registered name?	U.S. Foam & Etch, Inc. dba Aviation and Industrial Tool Supply
	What is the mailing address of your company's headquarters?	1503 US HWY 117 S, Goldsboro, NC 27530-6831
	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.	Paul Boucher, President, paul@usfoamandetch.com, 1-919-736-8181
Products/Pricing (30 Point		
Coverage of products and services	No answer is required. Region 10 will utilize you	ur 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	Does the respondent agree to offer all future product and services at prices that are proportionate to contract pricing offered herein?	Yes. We agree to offer all future products and services at prices that are proportionate to contract pricing offered herein.
	Does pricing submitted include the required administrative fee?	Yes. Pricing submitted includes the required administrative fee.

	Do you offer any volume discounts or cost- saving strategies for customers? If yes, please describe.	Yes. Additional discounts can be offered on overall dollar amount or quantity ordered: based on amount as applicable or volume-based discounts.
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. Products/lines/services and pricing are made available under this contract provided in the attachment B and/or Appendix B, pricing sections. Product offerings may change over the life of this contract and will be adjusted accordingly with submitted modifications for deletions and additions as per REQUEST FOR PROPOSAL #R10-1153 FOR: FLEET TOOLS, DIAGNOSTICS AND RELATED PRODUCTS AND SERVICES, Section 11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS, Subsections: 11.2 Discontinued product, and 11.3 New products/Services.
	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.	Our pricing strategy is to extend our Most Favored Customer discounted pricing, as defined by our General Service Administration (GSA) contract, to Region 10 contract holders. We currently comply with and have supported a GSA contract for 16 years, and plan to utilize this already proven method of pricing, contract management, and reporting to the Region 10 contract holders.
		Offered discounts off list price are based on category and will coincide with our GSA MFC offering of 2%-34% and correspond to manufacturer list price. Manufacturer list price is set by the manufacturer and may increase on occasion. As per <i>REQUEST FOR PROPOSAL #R10-1153 FOR: FLEET TOOLS, DIAGNOSTICS AND RELATED PRODUCTS AND SERVICES, Section Three: Part A, ARTICLE 9 – PRICING, Section 2, Price Increase:</i> we will submit contract modifications to include (upon receipt of notice from manufacturer): any necessary list price increases and additionally any country of origin (COO) changes, product replacement part numbers, product deletions, product additions, and applicable promotional sales discounts. Region 10 submissions will be in conjunction with GSA contract modification submissions as GSA already requires this contract reporting and modifications. Upon submissions for product list modification, discount percentage offerings off of list will maintain compliant with the offered MFC discount of 2%-34% based on item category.
		Manufacturers list prices, with all pertinent reporting information (pricing, COO, Warranty, etc.) are provided directly from the manufacturer on a minimal annual basis in compliance with our GSA contract account and published on the manufacturers corresponding websites. Website addresses listed on Attachment B - Price List.
Payment methods	Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments	Orders are invoiced same day as shipment. We offer multiple payment options to include; Visa, Master Card, and American Express taken via phone, faxed form, or online payment, direct payment via ACH, or check payments through traditional USPS. We provide Net 30 terms to qualifying contract customers.
Other factors relevant to this section as submitted by the Respondent		ur overall response and the products/services provided in Attachment B to make this determination
Performance Capability (2	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.



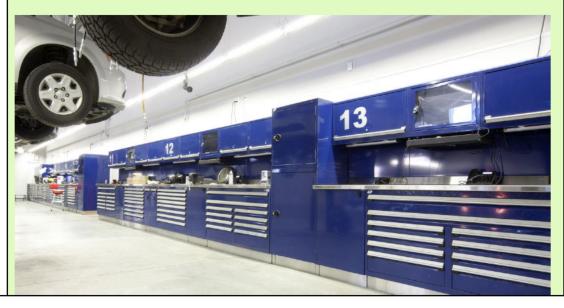
U.S. Foam & Etch, Inc.'s key focus is to provide customers with Turn Key Tool Kits specifically built to meet customer needs using a task-oriented approach to design. In addition to tool kitting, we are able to provide our customers with a one stop shop for high quality professional grade hand tools and equipment.

Our tried and tested Tool Accountability Systems for Foreign Object Damage prevention, which consist of custom designed foam drawer inserts and laser etched unique alpha-numeric identifiers, will provide a quick and accurate inventory program and help to increase efficiency.





Products and services being offered Include a wide range of hand tools, power tools, diagnostics equipment, specialty tools, car lifts, compressors, shop equipment, tool boxes, storage cabinets, workbenches, light and heavy-duty racking, material handling equipment, transport cases, packaging, and inventory control solutions.



Our products and offerings are curated and specifically selected in support of (1) MRO, (2) Vehicle (mobile ground, amphibious, and aviation) Maintenance, (3) Manufacturing, and (4) Vocational / Technical Instruction as part of our Four Core strategy to market. Describe how your products and services U.S. Foam & Etch, Inc. only offers products that conform to the most rigid standards with rigorous testing, case studies, Mil-Spec ratings (where applicable), and meet American Society of Mechanical Engineers and American National Standards Institute industry standards. See attached Matco Tools AMSE / ANSI statement letter. See attached Rousseau Metal LEED Certification. American National Standards Institute Our products individually meet or exceed the quality level of all of our competitors. Where U.S. Foam & Etch, Inc. sets ourselves apart from our competitors is in our tool kitting and tool program development. Instead of offering one brand like our competitors, we focus on the best brand for the specific task. While we do have core brands, we have excelled in sourcing highly specialized brands that manufacture the best product in their

Outline how your products compare to those of your competitors.

comply with applicable industry

regulations/standards.

given category. We are a solution driven company that has spent years researching, investigating, and performing case studies to bring in the best of the best tools, tool boxes, and equipment to our customers.

For example, the United States Airforce was having problems removing aircraft panels due to the lack of quality torx bits available from our competitors. We worked to identify the problem which was the

degradation in the steel quality used by the competitor in attempts to reduce cost by sourcing inferior Asian steel. We were able to offer them our high-end German steel bits from Wera alleviating their problem. They saw their overall bit usage reduced by almost 40% and production time increased by 25%.



We approach every customer with this mind set and using our industry knowledge, gained over almost two decades in the industrial tool market, are able to build and supply our customers with the best and most efficient tools and tool kits in the industry.

For those customers whom are more price conscience, or restricted by expense when compared to our federal customers, yet still require a high-quality industrial grade tool we offer within each core manufacturer their mid-tier level of tools, all of which still meet or exceed ASME and ANSI ratings. Mid-tier brands include Matco Tools Silver Eagle line, SnapOn Tools JH Williams line, and Mac Tools mid-tier companion Stanley Proto.

Each manufacturer also offers various price points for tool boxes and tools storage. However, even the entry level tool boxes and storage products meet rigorous testing and are qualified as industrial grade. For example; all tool boxes offered are powder coated versus lower quality painted tool boxes. Powder coating is a thicker more durable application increasing longevity and protection of the tool box.

We do not offer any entry level or non-industrial grade tools or tool boxes due to their inability to meet our customers demanding needs.

As the exclusive East Coast industrial distributor for Matco Tools and a Premier Distributor for Rousseau Metal Cabinets and Mac Tools to Federal Government Agencies our tools tool boxes must withstand the harshest environments and conditions, and have a proven track record of longevity and durability.

Matco Tools has been in business since 1946 and has grown to a \$640 million division of Vontier, a \$2.8 billion global technology company. With a history of almost 70 years in the automotive hand tool distribution market Matco Tools has built their name on quality and longevity. With the honor of being OEM Approved and Endorsed managing programs for BMW, Chrysler / Dodge / Jeep, General Motors, Hyundai, Mitsubishi, Nissan, Subaru, Suzuki (Automotive), Tesla, and Volvo, Matco Tools is the recommended brand for automotive technicians. We bring the reputation of Matco Tools to all Equalis members.

With our offered tools, tool boxes, and products being used in the most grueling of environments, including military deployments to Iraq and Afghanistan, onboard nuclear submarines, and manufacturing facilities that have gone on to launch rockets into outer space, our tools are more than capable of handling fleet maintenance and vocational instruction courses.



In addition to their proven durability, our tool, tool boxes, and cabinet brands stand by the durability of their products offering a lifetime warranty on virtually all products they manufacturer. Over the previous 3 years the total average of warrantied items for U.S. Foam & Etch, Inc. was 0.001% of all products sold, and 0.002% since our inception. Simply, our products last.

In addition to warranty, Matco Tools and Rousseau Metal are always looking to innovate within the market and improve their products to provide added benefits to the customer. One example is Matco's ADV (Advanced) Impact Sockets.

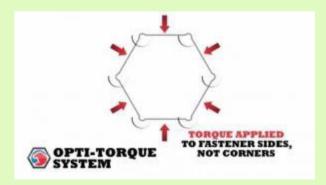


Offered in both metric and SAE, our best-in-class ADV Impact Socket Sets simplify the job and are made to last, because we know that you need tools that work just as hard as you.

What makes Matco's ADV Sockets and Socket Sets better than others on the market? More breadth, features, and excellent everyday durability.

ADV Sockets Opti-Torque System

1.) Its Opti-torque system allows torque to be applied to fastener sides, so you can transmit more torque while reducing the risk of rounding corners.



2.) The parallel nose-down design lets you reach into tight areas, which is a major advantage over tampered nose impact sockets. Reducing the risk of rounding corners.

- 3.) A 150-degree chamfer on the socket end increases the contact area between the socket and the fastener applying 55% more torque. This helps to improve grab and reduce the chance of rounding fastener corners.
- 4.) All of Matco's ADV Sockets have high visibility markings so you can identify them quickly even in poorly lit areas.
- 5.) Save time on all jobs with ADV's drive end countersink it makes for easier and faster loading on pneumatic tools
- 6.) All Matco's ADV sockets are cold-formed from high-performance alloy steel using a precision manufacturing process. Our advanced heat-treating process provides the ultimate in strength, durability, and consistent performance every time

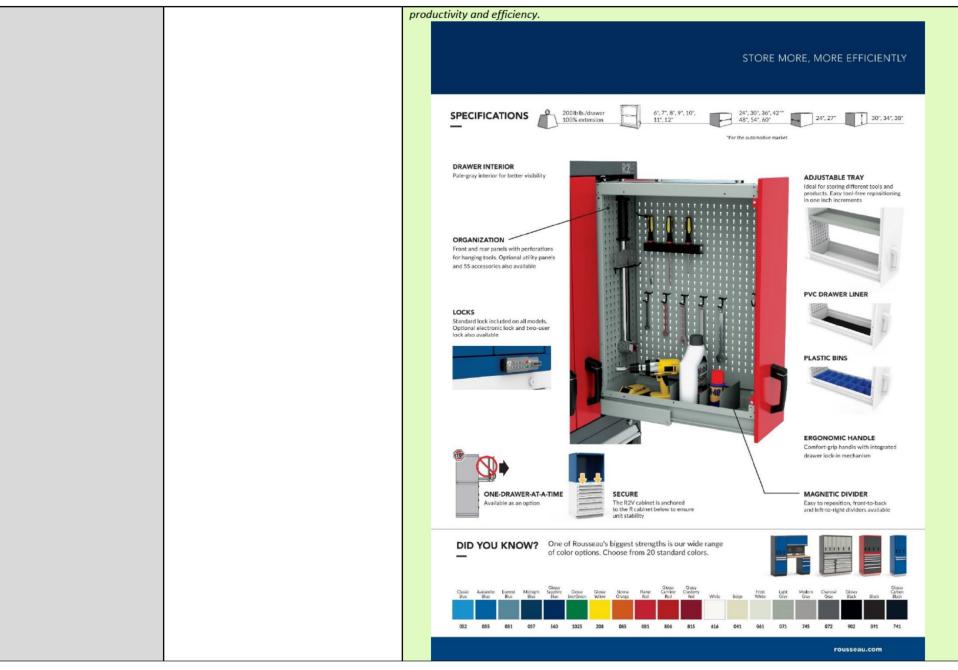
Another example is the 2020 IDA Design Award Silver Winner Rousseau Metal R2V Vertical Storage.



R2V VERTICAL STORAGE

The R2V Vertical Storage System is the only product of its type on the market. Stacked above an R cabinet (sold separately), it is ideal for storing more items and equipment while keeping them within easy reach. By using all vertical space available, you can free up floor space and stay perfectly organized.

The drawers – which are fitted with a lock-in mechanism – open to full extension and boast a 200lb. load capacity. They provide high-density and tidy storage, which helps boost your



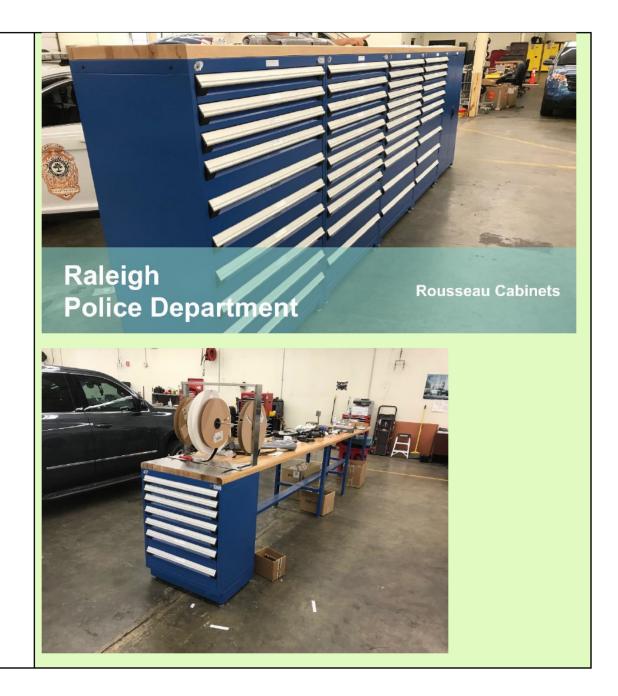
Page **14** of **64**

I	
Outline your delivery process such as product tracking capabilities, and ensuring timely order fulfillment.	All direct ship standard tool orders are processed and ship within 48 hours with a 92% fill rate with provided UPS tracking information. Any back-order items are typically shipped within two weeks or less.
Outline measures in place to ensure product availability and your stock availability rate.	Stocked 18,000 sku's with approximately 2.1 million pieces.
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.	U.S. Foam & Etch, Inc.'s service area for all customers serviced by distribution authorization is Eastern CONUS, Puerto Rico, Europe, and Africa. For Equalis members our coverage area would be all territories with the exclusion of the West Region. Coverage Areas include: South/West, South East, North, North East, and Midwest as shown on the map below.
	ND MN NE IA IA NO NO NO NO NO NO NO NO NO N
List the number and location of offices, or service centers for all states being proposed in solicitation	With our headquarters and tool kitting manufacturing facility in Goldsboro, NC, U.S. Foam & Etch, Inc. is strategically positioned to facilitate coverage to the eastern United States.
	In addition to our headquarters, through our distributor network we have the ability to drop ship directly to our customers utilizing Matco Tools warehousing locations.

		1. Warehouse addresses two in TN and one in Utah Nashville DC — 4191 Murfreesboro Pike Antioch, TN 37013 Lavergne DC 212 Salyers Dr. LaVergne, TN 37167 Salt Lake City DC Freeport Center Blg A-13 Clearfield, UT 84016 2. Size (Sq Footage of each) Nashville DC — 150,000 Sq
		LaVergne DC – 68,000 Sq Salt Lake City DC – 60,000 Sq 3. QTY of products stocked Stocked 18,000 sku's with approximately 2.1 million pieces. In addition to access to stocking warehouses, we also provide access to repair and maintenance facilities in New York, West Virginia, and South Carolina.
	Outline any other capabilities not already addressed. Describe your company's capability to service	U.S. Foam & Etch, Inc. offers the ability to provide installation, maintenance, and repair to agencies using our authorized manufacturer technicians, contractors, and third-party installers. To include, but not limited to manufacturer-certified set up, product and equipment installation, and post-installation training services as value-added, fee, and non-fee solutions. Services provided by third-party contractors may be subject to an addition fee agreement between U.S. Foam & Etch, Inc., the provider, and Equalis members.
	agencies outside of geography/physical locations through an e-commerce platform.	We are currently in the process of developing a client-based web portal to meet requirements for GSA Hardware Superstore Sin Code category with preloaded discounted pricing and would unveil this portal to Equalis members upon completion and rollout.
Response to emergency orders and maintenance repair/requests	Describe the type of emergency orders or requests your organization typically receives and how you respond to those requests	Emergency orders are prioritized with option for a forced shipping same day if order is placed by 3pm. Next day air shipping options available at user's expense.
	Outline how you handle product returns and any warranties/product guarantees offered.	We'll fully support your purchases after the sale to keep your operation functioning efficiently by reducing technician down-time. Our Best-in-Class warranty program is second to none, featuring an excellent turnaround time for tool replacement and repair.

		Full warranty support provides outstanding turnaround time for replacement or repair to reduce operational downtime. Matco's warranty policy is simple and the best in the hand tool business. With a lifetime warranty for all hand tools, submitting a warranty claim is as easy as a phone call or email and a replacement tool will be issued upon receipt of the damaged product. For items that carry a non-lifetime warranty, repair services are available to keep your tools within their proper specifications.
Integration with other platforms	Describe your company's ability to integrate with third party e-commerce platforms i.e. ESM, SAP, Jaggaer, and/or Ariba.	U.S. Foam & Etch, Inc. partners with SPS Commerce for full EDI integration and is already listed within other various systems like Ariba though our other current customers such as Lockheed Martin, Space X, etc.
Customer service/problem resolution	Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).	Customer service department is open Monday through Friday; 8am to 5pm EST via phone, fax, walk in or email, with extended hours for email until 9pm EST. We are currently in the process of analyzing an additional shift operation to extend phone service hours to include CST and MST if indicated by volume or need. All issues regarding shipping, warranty, ordering, etc. are typically resolved within 24 hours of notice. We work expeditiously to resolve any issues as this is categorized as first priority. Additional time may be required in the instance of freight shipment damage and a claim is filed.

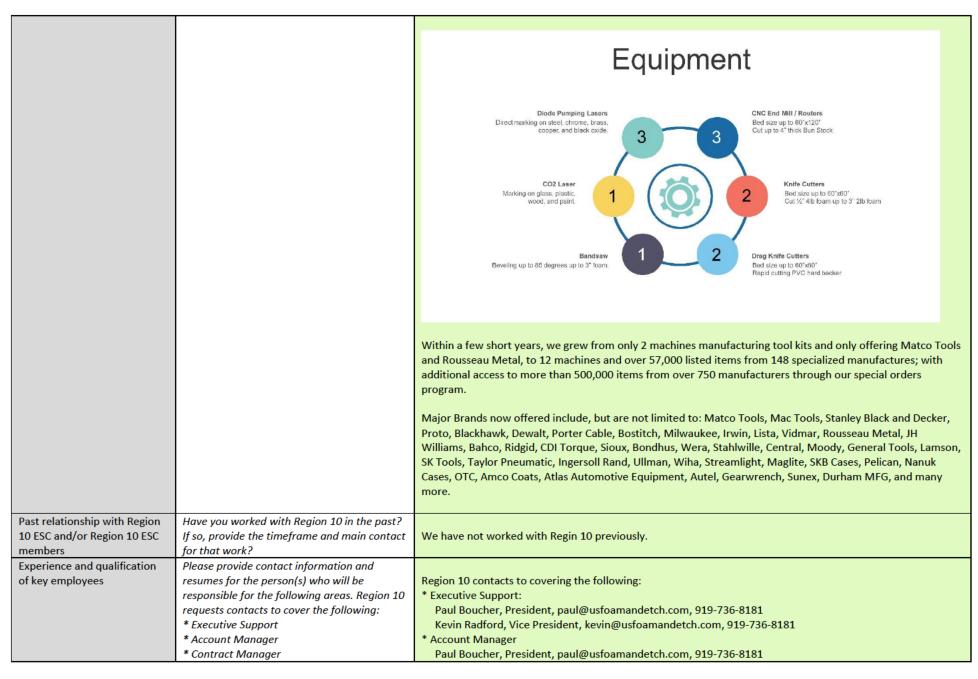
		All products we distribute come with the full manufacturer's warranty. As an added service, we work with our customers to assist in the warranty process eliminating the need for them to contact multiple vendors if necessary. Additionally, with our vast network of suppliers and reputation in the industry, we are often able to expedite the warranty process for our customers reducing the time by often 50% or more. All foam packing and inventory control products we manufacturer are covered by a one-year standard manufacturer's warranty from defect and in the event of an issue are given priority status one in manufacturing and typically replaced within less than one week.
Financial condition of vendor	Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed refence letters What was your annual sales volume over last three (3) years?	Please see attached 3 years financial statements. Attached financial statements are considered confidential and only authorized for preview by proposal evaluation team.
Contract implementation / Customer training	Describe training or support you provide to help agencies understand how to utilize the spaces and technology equipment being installed.	U.S. Foam & Etch, Inc., as part of our 5S (Sort, Set in order, Shine, Standardize and Sustain) core offerings, specializes in space utilization and efficiency models. Incorporating this model, we work with each customer to provide our 3A approach of Analyze, Assess and Advise to create a work environment that promotes increased work flow and efficiency. An example of our value-added sales and expertise in the industry is our work with the Raleigh Police Department vehicle upfit facility. Working directly with the customer to understand their needs we were able to analyze, measure, design, propose, and deliver an organizational, storage and work flow solution that reduced their overall storage space by 66% and increased vehicle upfit time to double their previous capacity. By doing so, the city of Raleigh was able to realize a tremendous savings by eliminating a second shift staffed by contract labor and is now able to perform their vehicle upfits with their standard staff.



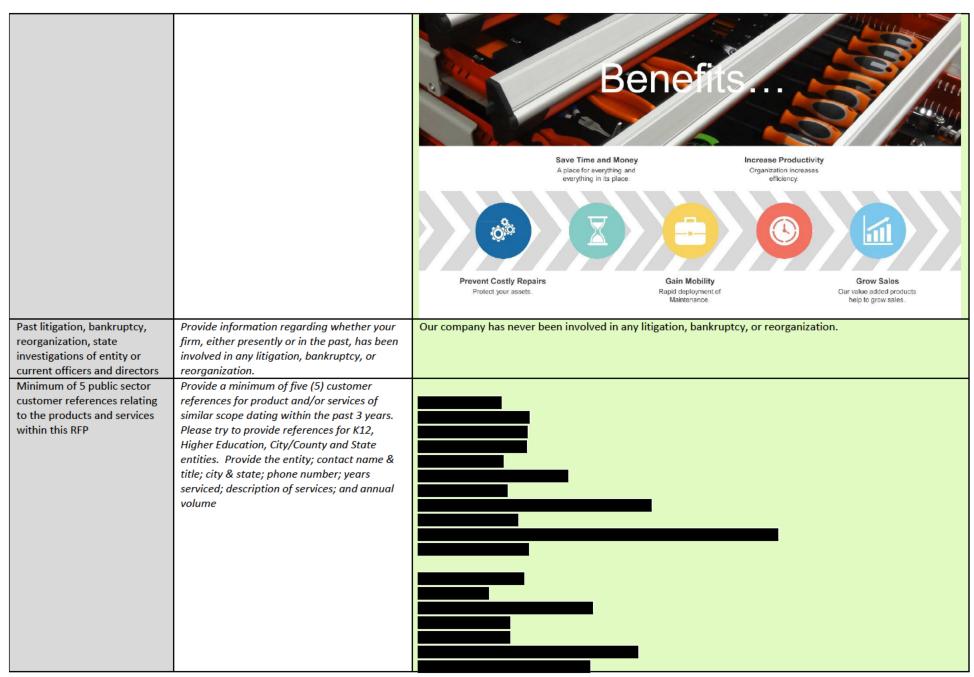
Page **19** of **64**

		SERVICE SERVICE
History of meeting products and services timeline	Outline the process for timeline for product pickup, delivery, and any other applicable capabilities not already addressed.	All direct ship standard tool orders are processed and ship within 48 hours with a 92% fill rate. Any back-order items are typically shipped within two weeks or less. All tool boxes are custom built to order with a lead time of 8 weeks or less with a 95% fill rate. Custom tool kits vary based on overall size and complexity but have a 98% completion by agreed ship date. Direct shipment of tools for Matco Tools and Mac Tools ships at no cost to Equalis members. Custom tool kits are processed at our facility in North Carolina and do incur shipping charges based on LTL ship rates at the time of shipment. Shipping by third party account is also available. With a GSA direct ship fill rate of 100% for 2023 and 98% for 2022 based on GSA order deadline requirements, U.S. Foam & Etch, Inc. is fully capable of processing and delivering all offered products in a timely and expeditious manner.
Other factors relevant to this section as submitted by the Respondent	Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency	Our company if fully capable of providing any necessary management reports as proven by our continued holding and 100% compliance of our GSA contract which requires more stringent and detailed compliance reporting.

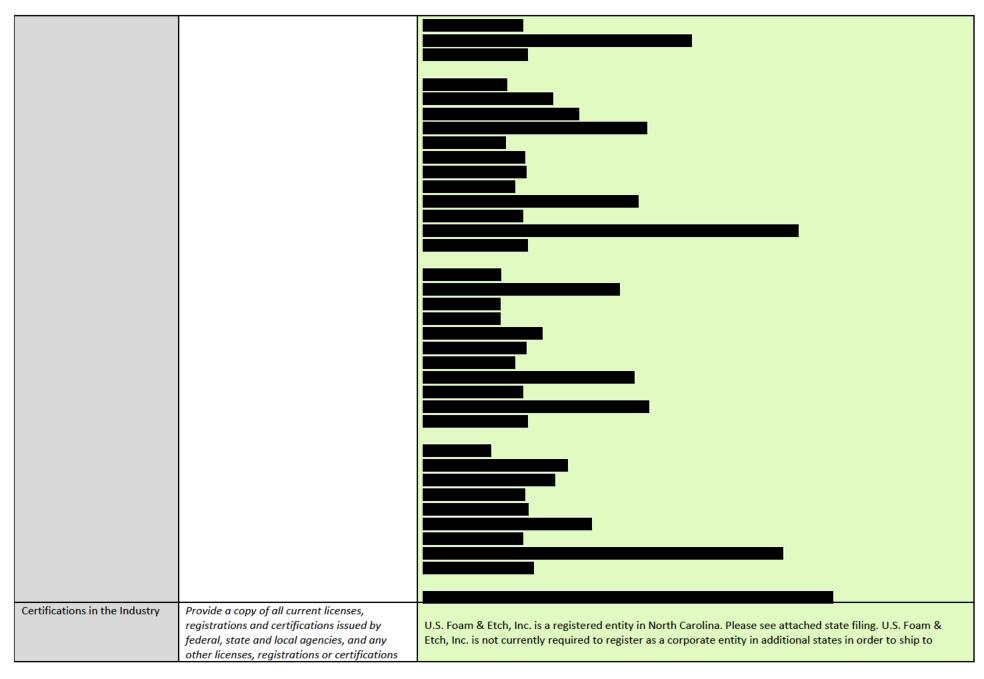
	Provide your safety record, safety rating, EMR and worker's compensation rate where available.	We have a stellar safety record with 0 workplace incidences in over six years on only one minor incidence in our entire 17+ year history. See attached PDF USFOAM_EMR_WC RATE 2023 for rates.
Qualification and Experie	nce (25 Points)	
Respondent reputation in the marketplace	Provide a link to your company's website	www.usfoamandetch.com and www.aitoolsupply.com
	Please provide a brief history of your company, including the year it was established.	U.S. Foam & Etch, Inc., since our incorporation in 2005 has specialized in providing the military, aviation, and commercial industries with customized tool control kitting, laser identification, organization, and packaging services. In 2008, Matco Tools made the decision to withdraw from the government sector and because of our experience with kitting and distribution within the industry they appointed us as their exclusive East Coast Authorized Aviation and Industrial distributor. Upon becoming the Matco Tools East Coast Distributor we added their catalog of approximately 10,000 items to our General Service Administration contract which we have now maintained for over 16 years. In order to better serve our customers, we brought on Rousseau Metal. With their broad range of tool boxes, cabinets, shelving, and other storage products we were now able to move from outfitting just military tool kits to entire tool cribs for squadron, and even base level maintenance solutions. A little more about us: We started with one COZ latar, one and other storage products we were now able to move from outfitting just military tool kits to entire tool cribs for squadron, and even base level maintenance solutions. CNC End Mill We purchased our first reciprocarries with a made for more output first reciprocarries with a current building. We purchased our first reciprocarries with a current building. We standed our received our current building. The composition of the military and additional quipment and distingle quipment and



	* Marketing * Billing, reporting & Accounts Payable	Kevin Radford, Vice President, kevin@usfoamandetch.com, 919-736-8181 John Morgan, Regional Sales Rep, jmorgan@aitoolsupply.com, 919-922-9486 * Contract Manager Paul Boucher, President, paul@usfoamandetch.com, 919-736-8181 * Marketing Paul Boucher, President, paul@usfoamandetch.com, 919-736-8181 Kevin Radford, Vice President, kevin@usfoamandetch.com, 919-736-8181 * Billing, reporting & Accounts Payable Paul Boucher, President, paul@usfoamandetch.com, 919-736-8181 Sue Boucher, Accounting, sboucher@usfoamandetch.com, 919-736-8181
Past experience working with the public sector	What are your overall public sector sales, excluding Federal Government, for last three (3) years?	We have a combined sales of \$3.7 million to the public sector including supporting such customers as Boeing, Briggs and Stratton, Dillon Supply, Fresno City College, General Dynamics, Grainger, Gulf Air Group, Lockheed Martin, Matco Tools, Millenium Print Group, MSC Industrial Supply Co., Pratt and Whitney, Shasta College, and Zitec Inc.
	What is your strategy to increase market share in the public sector?	Our strategy to increase market share within the public sector is to implement a dedicated team of client relations specialists to target key customer types and opportunities using an education-based approach. Education through visuals and fact-based information showcasing the benefits of 5S and turn key tools kit has proven to be highly successful within our current manufacturing and federal government sectors. We plan to utilize the key fundamentals of this strategy while adapting to target the specific needs of fleet maintenance and vocational instruction. By providing opportunities for increased efficiency and reduced cost typically not available to the public sector, we are certain U.S. Foam & Etch, Inc. will continue to grow within the public sector.



Page **24** of **64**



	from any other governmental entity with	additional states. However, U.S. Foam & Etch, Inc. will abide by and register for any requirements or
	jurisdiction, allowing Respondent to perform	certifications deemed necessary to operate within any jurisdiction not currently registered.
	the covered services including, but not limited	
	to licenses, registrations or certifications.	The following link provides certification of our current GSA Contract GS-21F-0009T:
	M/WBE, HUB, DVBE, small and	https://www.gsaelibrary.gsa.gov/ElibMain/contractorInfo.do?contractNumber=GS-21F-
	disadvantaged business certifications and	0009T&contractorName=U.S.+FOAM+%26+ETCH%2C+INC.&executeQuery=YES
	other diverse business certifications, as well	
	as manufacturer certifications for sales and	As we represent a large number of manufacturers, Manufacturer Certification of Authorized Distributorship
	service must be included if applicable	are available upon request
Company profile and	Do you plan to sell to customers directly, use	
capabilities	resellers or subcontractors, or a combination	U.S. Foam & Etch, Inc. plans to sell directly to customers and does not have any current plans to utilize
	of both? If you intend to use resellers and/or	subcontractors or resellers.
	subcontractors, describe your process for	
	ensuring that resellers and subcontractors	
	comply with the pricing and terms of the	
	<mark>contract.</mark>	
Other factors relevant to this	If your company is a privately held	
section as submitted by the	organization, please indicate if the company	Our company's ownership has never been convicted of a felony.
Respondent	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.	
		ons and certifications issued by federal, state and local agencies, and any other licenses, registrations or
		ity 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 Pro	gram Capabilities (10 Points)	
MWBE status, subcontractor	Please indicate whether you hold any diversity	
plan, and/or joint venture	certifications, including, but not limited to	We do not hold any diversity certifications.
program	MWBE, SBE, DBE, DVBE, HUB, or HUBZone	
	Do you currently have a diversity program in	
	place, such as a Mentor Protégé Program or	As a small business we do not have any subcontractor programs and do not currently outsource any operations
	subcontractor program? If you have a	or distribution that could utilize a diversity program.
	diversity program, please describe it and	
	indicate whether you plan to offer your	
	program or partnership through Equalis	
	Group?	
	Please attach any certifications you have as par	t of your response to Form 6.
Good faith efforts to involve	Did your company contact MWBEs or	
MWBE subcontractors in	minority chambers of commerce by	We have not contacted any MWBEs or minority chambers of commerce by telephone, written
response	telephone, written correspondence, or trade	correspondence, or trade associations at least one week before the due date of this RFP to obtain information
	associations at least one week before the due	relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or
	date of this RFP to provide information	joint ventures.
	relevant to this opportunity and to determine	

	whether any MWBEs were interested in	
	subcontracting and/or joint ventures?	
Demonstrated ongoing MWBE	Outline your subcontractor strategy and	
program	efforts your organization takes to include	As a small business we do not have any subcontractor programs and do not currently outsource any operations
	MWBE subcontractors in future work,	or distribution that could utilize a diversity program.
	including but not limited to efforts to reach	
	out to individual MWBE businesses, minority	
	chambers of commerce, and other minority	
	business and trade associations.	
Commitment to Service E	qualis Group Members (10 Points)	
Marketing plan, capability,	Detail how your organization plans to market	
and commitment	and promote this contract upon award,	U.S. Foam & Etch, Inc. is excited about the opportunity to work with Equalis members as this contract presents
	including how this contract will fit into your	a predominantly new market sector and opportunity for growth. We do not have any current conflicts with our
	organization's current go-to-market strategy	customer base / market sectors. We are eager to offer our products and services to Equalis members and
	in the public sector.	deploy our proven sales methods developed in Federal Markets to State, Local, and Vocational agencies. An
		award presents a great advantage to Equalis members by providing access to some the highest quality brands
		in the industry at reduced prices, dedicated sales team, and service above all.
		,
		Upon award, U.S. Foam & Etch, Inc. will work directly with Equalis Regional Engagement Representatives in
		order to identify current members, evaluate level of need, prioritize by immediate need, and assign an
		appropriate service model. Priority will be given to high need customers and through targeted service we will
		be able to familiarize current Equalis members with U.S. Foam & Etch, Inc., determine the needs of the
		customer, and work to develop a broader based marketing and servicing plan for standard need level and
		potential new Equalis members.
	Detail how your organization will train your	U. S. Foam & Etch, Inc. will develop a training plan with materials to incorporate the regulations, Equalis team
	sales force and customer service	contacts, members, and benefits provided under the new Agreement. All involved personnel will be educated
	representatives on this contract to ensure	in a way as to be able to clearly and effectively implement and explain the process and benefits involved with
	that they can competently and consistently	this contract. We will dedicate an internal specialist to be available as a source of reference for reps and
	present the contract to public agency	members alike. The internal specialist will monitor compliance and work on continual improvements enacting
	customers and answer any questions they	changes and adjustments as necessary to better implement and grow this program.
	might have concerning it.	,,,,,
	Acknowledge that your organization agrees	
	to provide its company logo(s) to Region 10	We agree to provide Region 10 ESC and Equalis Group our company logos and permission to reproduce for
	ESC and Equalis Group and agrees to provide	marketing communications and promotions.
	permission for reproduction of such logo in	
	marketing communications and promotions	
Ability to manage a	Describe the capacity of your company to	
cooperative contract	report monthly sales through this agreement	Our company is fully capable of providing any monthly sales reports as proven by our continued holding and
	to Equalis Group.	100% compliance of our GSA contract which requires a more stringent and detailed sales reporting
	to Equano Groupi	requirements.
		Toquitoritor
	Identify any contracts with other cooperative	
	or government group purchasing	We hold a contract with the General Service Administration: GS-21F-0009T
	o. government group parendamy	The field a confident with the General Service Administration, GS 211 00051

Commitment to supporting agencies to utilize the contract	organizations of which your company is currently a part of: 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.	In addition to current Equalis members, we plan to solicit and recruit prospective new members through information and presentation of the benefits and potential cost savings. We will educate new potential members and direct them to the Equalis website to sign up to become a member. Once they become an official member, customers will have access to the entire Equalis catalog of offerings and negotiated price discounts, including U.S. Foam & Etch, Inc. and our value-added products and services.
Other factors relevant to this section as submitted by the Respondent	Provide the number of sales representatives which will work on this contract and where the sales representatives are located.	Our current sales force includes our Three is Key specialist approach; (1) Large MRO Tool Kitting Sales Rep, (2) Storage, packaging, and material handling Sale Rep, and (3) Aviation / Vehicle maintenance and tool crib design Sales Rep all based in our main office in Goldsboro, NC. We work with each customer to directly identify their needs and assign the appropriate specialist. Our plan for our sales force is to grow to a Three is Key trio of sales representatives for each Equalis region, South/West, South East, North, North East, and Midwest, providing a more concentrated and targeted sales team.

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.

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:Paul Boucher
Title of Authorized Representative:President
Mailing Address: 1503 US HWY 117 S, Goldsboro, NC 27530-6831
Signature: And Dauche

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.

Paul Barche	
Signature of Respondent	
11/09/2023	
 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.

Paul Barche	11/09/2023	
Signature of Respondent	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.

ADDRESS1503 US HWY 117 S	RESPONDANT
Goldsboro, NC 27530-6831	- Paul Barche
	Signaturé
	Paul Boucher
PHONE919-736-8181	Printed Name
	President
FAX919-736-9797	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:

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

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

Information regarding how to use the filing application will be available on this site starting on January 1, 2016. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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? PAB (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? PAB (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"

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

✓ I certify that my company qualifies as a "nonresident Bidder"

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

U.S. Foam & Etch, Inc. dba Aviation and	Industrial Tool Supply1503 US HWY 117 S
Company Name	Address

Goldsboro	NC	27530
City	State	Zip

PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM

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

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

1. Vendor Violation or Breach of Contract Terms:

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

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

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

Does vendor agree? PAB

(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best

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

Does vendor agree? PAB

(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? PAB

(Initials of Authorized Representative)

4. Davis-Bacon Act:

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

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

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

Does vendor agree?
(Initials of Authorized Representative)
5. Contract Work Hours and Safety Standards Act:
Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Does vendor agree? PAB Does vendor agree?
(Initials of Authorized Representative)
6. Right to Inventions Made Under a Contract or Agreement:
If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
Vendor agrees to comply with the above requirements when applicable.
Does vendor agree? (Initials of Authorized Representative)
7. Clean Air Act and Federal Water Pollution Control Act:
Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended —Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.
Does vendor agree?

(Initials of Authorized Representative)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR 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?	PAB
	(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?	PAB
	(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? PAB (Initials of Authorized Representative)
11. Profit as a Separate Element of Price:
For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract. Does vendor agree?
(Initials of Authorized Representative)
12. 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?
(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?
(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? _	PAB
	(Initials of Authorized Representative)
15. Applicability to Su	bcontractors
Offeror agrees that all conditions.	contracts it awards pursuant to the Contract shall be bound by the foregoing terms and
Does vendor agree? _	PAB
	(Initials of Authorized Representative)
	certify that the information in this form is true, complete, and accurate and that I am pany to make this certification and all consents and agreements contained herein.
U.S. Foam & Etch, I	nc. dba Aviation and Industrial Tool Supply
Company Name	<u> </u>
Signature of Authorize	
Paul Boucher	
Printed Name	
President	
Title	
06/29/2023	
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? <u>PAB</u> (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? <u>PAB</u> (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? <u>PAB</u> (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? <u>PAB</u> (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? PAB (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? PAB (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? PAB (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? PAB (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? <u>PAB</u> (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.	
Paul Danche	
and /auche-	11/09/2023
Signature of Respondent	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:	U.S. Foam & Etch, I	Inc. dba Aviation and Industrial 1	Tool Supply
Street:	1503 US HWY 117	's	
City, State, Zip Code:	Goldsboro, NC 275	30	
Complete as appropri	ate:		
<i>I</i>		$__$, certify that I am the sole α	owner of
		$_$, that there are no partners and	the business is not incorporated,
and the provisions of N	N.J.S. 52:25-24.2 do no	ot apply.	
OR:			
1		, a partner in	, do hereby
partners owning 10% of OR: I_Paul Boucher Etch, Inc. dba Aviation certify that the followi or more of its stock of or partnership, that the the corporation's stock	or greater interest in to and Industrial Tool So ing is a list of the nam any class. I further ce were is also set forth th k or the individual par	, an authorize upply nes and addresses of all stockhold ertify that if one (1) or more of suc	ed representative of _U.S. Foam & , a corporation, do hereby lers in the corporation who own 10% th stockholders is itself a corporation ockholders holding 10% or more of terest in that partnership.
Name	Add	dress	Interest
Paul Boucher			66.7%
Kevin Radford		_	33.3%
my knowledge and be	President	ormation contained herein, are c	omplete and correct to the best of11/09/2023
Authorized Signature	and Title		Date

PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT

Company Name: U.S. Foam & Etch, Inc. dba Aviation and Industrial Tool Supply

Street: 1503 US HWY 117 S

City, State, Zip Code: Goldsboro, NC 27530

State of North Carolina

County of Wayne

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

__U.S. Foam & Etch, Inc. dba Aviation and Industrial Tool Supply___ Company Name

President_

Authorized Signature & Title

Subscribed and sworn before me

this day of

Notacy/Public of North Carolina

My commission expires 07/04, 2027

LANCA OTARY DUBLIC ON THE COUNTY OF THE COUN

SEAL

PROPOSAL FORM 17: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)	
Company Name:U.S. Foam & Etch, Inc. dba Aviation and Industrial Tool Supply	_
Street:1503 US HWY 117 SCity, State, Zip Code:Goldsboro, NC 27530	
Bid Proposal Certification:	
Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be a	ccepted
even if you are not in compliance at this time. No contract and/or purchase order may be issued, however	ver, until
all Affirmative Action requirements are met.	
Required Affirmative Action Evidence:	
Procurement, Professional & Service Contracts (Exhibit A)	
<u>Vendors must submit with proposal:</u>	
1. A photo copy of their <u>Federal Letter of Affirmative Action Plan Approval</u>	
OR	
2. A photo copy of their <u>Certificate of Employee Information Report</u>	
OR	
3. A complete <u>Affirmative Action Employee Information Report (AA302)</u>	
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.	
and Parcher President 11/09/2023	
Authorized Signature and Title Date	-

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

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

- 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.

<u>N.J.S.A.</u> 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.

Vend	or Name: U.S. Foam & I	tch, Inc. dba Aviation and	Industrial Tool Supply	
Addre	ess: 1503 US HWY 117 S			
City:	Goldsboro	State: NC	Zip: 27530	
	ance with the provisions of	of <u>N.J.S.A.</u> 19:44A-20.26 an	es that the submission provided here d as represented by the Instructions	accompanying
			President	
Signatu	are – Contribution Disclosure	Printed Name	Title	
the go	vernment entities listed or eck here if disclosure is pr	n the form provided by the	12 months prior to submission to the local unit.	e committees of
Contr	ributor Name	Recipient Nam	ne Date	Dollar Amount
				\$

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

Continuation Page

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

Vendor	Name:
--------	-------

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders County Clerk Sheriff

{County Executive} Surrogate

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

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

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	e undersigned.
OR	
☐ I certify that no one stockholder owns 10% or r	nore of the issued and outstanding stock of the
undersigned.	
Check the box that represents the type of business or	ganization:
☐ Partnership ☐ Sole Pr	oprietorship Limited Liability
Limited	d Partnership Partnership
☐ Corporation ☐ Limited	d Liability Subchapter S
Corpor	ration Corporation
Sign and notarize the form below, and, if necessary, co	omplete the stockholder list below.
Stockholders:	
Name: Paul Boucher	Name: Kevin Radford
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Nume.	Name.
Home Address:	Home Address:
Tionic Address.	Home Address.
	0,0
Subscribed and sworn before me this 10 day of	Your Dondier
NOVEMIZA, 2023.	(Affiant)
1/ (0 0	· ·
(Notary Public)	Paul Boucher, President
AA I WELL	(Print name & title of affiant)
My Commission expires: 17/10/12023	CASILI CASILI
01/07/2005	D(Corporate Seal)
	K.Y. D.
PUBL	TO !.!!
Z. OBI	Si Cola Cola Cola Cola Cola Cola Cola Cola

PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

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

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

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.

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

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

Acceptance of Region 10 ESC's Open Records Po	licy below:
with this proposal, or any part of our pro	Information Act policy and declare that no information submitted posal, is exempt from disclosure under the Public Information Act.
•	proprietary must be listed below. It is further understood that failure to identify ions below, will result in that information being considered public information and .)
We declare the following information to the Public Information Act.	be a trade secret or proprietary and exempt from disclosure under
(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 applic	able and provide detailed reasons to substantiate the exception(s).
11/09/2023	President
Date	Authorized Signature & Title

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	U.S. Foam & Etch, Inc.
Address	1503 US HWY 117 S
City/State/Zip	Goldsboro, NC 27530
Telephone No.	919-736-8181
Fax No.	919-736-9797
Email address	paul@usfoamandetch.com
Printed name	Paul Boucher
Position with company	President
Authorized signature	Paul Barche
Term of contract <u>January</u>	1, 2024 to <u>December 31, 2026</u>
	racts are for a period of three (3) years with an option to renew annually for ard to by Region 10 ESC. Vendor shall honor all administrative fees for any sales ether renewed or not.
Region 10 ESC Authorized Agent	Date
Print Name	
Equalis Group Contract Number	



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

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



4403 Allen Road Stow, Ohio 44224-1096 (330) 929-4949 www.matcotools.com

All Matco Tools Branded hard-line products meet or exceed applicable ASME (American Society of Mechanical Engineers) / ANSI (American National Standards Institute) standards. A listing of these hand tool industry standards are enclosed. These standards can be accessed or ordered from the Hand Tool Institute's website at www.hti.org.

B107 Series Standards are published by ASME after approval by ASME and ANSI.

```
Socket Wrenches, Hand (Inch Series)
B107.1-2002
B107.2-2002 Socket Wrenches, Extensions, Adaptors, and Universal
Joints, Power Drive (Impact) (Inch Series)
B107.4-2005 Driving & Spindle Ends for Portable Hand, Impact, Air,
and Electric Tools (Percussion Tools Excluded)
B107.5M-2002 Socket Wrenches, Hand (Metric Series)
B107.6-2002 Combination Wrenches (Inch and Metric Series)
B107.8-2003 Adjustable Wrenches
B107.9-2002 Box Wrenches, Double Head (Inch and Metric Series)
B107.10-2005 Handles and Attachments For Hand Socket Wrenches - Inch
and Metric Series
B107.11-2002 Pliers, Diagonal Cutting and End Cutting
B107.12-2004 Nutdrivers
B107.13-2003 Pliers: Long Nose, Long Reach
B107.14-2004 Hand Torque Tools (Mechanical)
B107.15-2002 Flat Tip Screwdrivers
B107.16-1998 Shears (Metal Cutting, Hand)
B107.17M-2002 Gages, Wrench Openings, Reference
B107.18M-2003 Pliers: Wire Twister
B107.19-2004 Pliers: Retaining Ring
B107.20M-2004 Pliers: Lineman's, Iron Worker's, Gas, Glass, Fence, and
Battery
B107.21-2005 Wrench, Crowfoot
B107.22M-1998 Electronic Cutters
B107.23M-2004 Pliers, Multiple Position, Adjustable
B107.24-2002 Locking Pliers
B107.25-2002 Pliers - Performance Test Methods
B107.27-2003 Pliers: Multiple Position, Electrical Connector
B107.28M-2005 Electronic Torque Instruments
B107.29M-2005 Electronic Tester, Hand Torque Tools
B107.30-2002 Cross Tipped Screwdriver
B107.31-1997 Screwdriver, Cross Tip Gaging
B107.33M-2002 Socket Wrenches, Impact (Metric Series)
B107.34M-2003 Socket Wrenches for Spark Plugs
B107.35M-1997 Nut Drivers (Spin Type, Screwdriver Grip) (Metric Series)
B107.36M-2002 Pliers: Locking, Clamp, and Tubing Pinch-off
B107.37-2003 Pliers: Wire Cutters/Strippers
B107.38M-1998 Electronic Pliers
B107.39-2002 Open End Wrenches (Inch and Metric Series)
B107.40-2002 Flare Nut Wrenches (Inch and Metric Series)
B107.41-2004 Nail Hammers, Safety Requirements
```

```
B107.42-1997
               Hatchets - Safety Requirements
B107.43-2002
               Wood Splitting Wedges
B107.44-2002
               Glaziers Chisels & Wood Chisels
B107.45-2002
               Ripping Chisels and Flooring/Electricians' Chisels
B107.46-2004
               Stud, Screw, and Pipe Extractors - Safety Requirements
B107.47M-1998 Metal Chisels - Safety Requirements
B107.48-2005
               Metal Chisels, Punches, and Drift Pins
B107.49-2004
               Nail Sets
B107.50M-1998 Brick Chisels & Brick Sets: Safety Requirements
B107.51-2001
               Star Drills - Safety Requirements
B107.52-1998
               Nail Puller Bars - Safety Requirements
B107.53-2004
               Ball Peen Hammers - Safety Requirements
B107.54-2001
               Heavy Striking Tools - Safety Requirements
B107.55-2002
               Axes: Safety Requirements
B107.56-1999
               Body Repair Hammers and Dolly Blocks - Safety
Requirements
B107.57-2005
               Bricklayers Hammers & Prospecting Picks
B107.58-1999
               Riveting, Scaling, Tinners Setting Hammers - Safety
Requirements
B107.59-2002
               Slugging and Striking Wrenches
B107.60-2004
              Pry Bars
```

SUSTAINABLE DEVELOPMENT

ROUSSEAU AND LEED®

LEED® (Leadership in Energy and Environmental Design) is an international green standard of certification created in 1998 by the USGBC (U.S. Green Building Council). Projects can obtain LEED® certification through a points-based system, which means the certified building or project excels in environmental compliance. Rousseau can help customers obtain this certification because its environmentally-friendly processes can contribute toward earning LEED® points.

ROUSSEAU PRODUCTS CONTRIBUTE TO THE FOLLOWING LEED CRITERIA

SUSTAINABLE SITES CATEGORY

5.2 Reduced Site Disturbance: Development footprint

MATERIALS & RESOURCES CATEGORY

2.1 Construction Waste Management: Divert 50% from landfill

2.2 Construction Waste Management: Divert 75% from landfill

3.1 Resource Reuse: 5%3.2 Resource Reuse: 10%

4.1 Recycled Content: 7.5% CAN and 10% USA

4.2 Recycled Content: 15% CAN and 20% USA

5.1 Regional Materials: 10%5.2 Regional Materials: 20%

INDOOR ENVIRONMENTAL QUALITY CATEGORY

4.2 Low-Emitting Materials: Paints and coatings

4.4 Low-Emitting Materials: Composite wood and laminate adhesives

For more details about the solutions that Rousseau Metal Inc. has implemented to meet LEED criteria®, visit rousseaumetal.com.

NOTES: For more details about the solutions that Rousseau Metal Inc. has implemented to meet LEED* criteria, visit rousseaumetal.com.

This information was updated in June 2009. For more details, contact us







BUSINESS CORPORATION ANNUAL REPORT

0.2017	\sim	_	~		-
NAME OF BUSINESS CORPORATION: U_{\bullet}	S.	Foam	&	Etch,	Inc.

SECRETARY OF STATE ID NUMBER: 0763566	STATE OF FO	RMATION: NC	Filing Office Use Only Preview	
REPORT FOR THE FISCAL YEAR END: 12/31/202	22		0763566	
SECTION A: REGISTERED AGENT'S INFORMATION			Changes	
1. NAME OF REGISTERED AGENT: Boucher	, Paul			
2. SIGNATURE OF THE NEW REGISTERED AGE	ENT:			
	SIGNATURE	CONSTITUTES CONSENT TO TH	HE APPOINTMENT	
3. REGISTERED AGENT OFFICE STREET ADDR	ESS & COUNTY 4. RE	GISTERED AGENT OFFIC	E MAILING ADDRESS	
1503 US Hwy 117 S	1503	3 US Hwy 117 S		
Goldsboro, NC 27530 Wayne County	Gold	dsboro, NC 27530		
SECTION B: PRINCIPAL OFFICE INFORMATION				
1. DESCRIPTION OF NATURE OF BUSINESS:	Provide hand tools,	tool boxes, and man	ufacture packaging.	
2. PRINCIPAL OFFICE PHONE NUMBER: (919)	736-8181 x 3. PR	INCIPAL OFFICE EMAIL:	Privacy Redaction	
<u> </u>				
4. PRINCIPAL OFFICE STREET ADDRESS		INCIPAL OFFICE MAILING	ADDRESS	
1503 US Hwy 117 S 1503 US Hwy 117 S				
Goldsboro, NC 27530	Goldsboro, NC 27530 Goldsboro, NC 27530			
6. Select one of the following if applicable. (Optional see instruct	ions)		
The company is a veteran-owned si	mall business			
		wainaaa		
The company is a service-disabled	veteran-owned small b	usiness		
SECTION C: OFFICERS (Enter additional officers in Se	ection E.)			
NAME: Paul Anthony Boucher NAME	E Kevin Radford	NAME:		
TITLE: President TITLE	Vice President	TITLE:		
ADDRESS: ADDR	RESS:	ADDRESS	S:	
SECTION D: CERTIFICATION OF ANNUAL REPOR	T. Section D must be co	mpleted in its entirety by a	person/business	
entity. Paul Anthony Boucher		2023		
SIGNATURE Form must be signed by an officer listed under Section C of this fo			ATE	
Paul Anthony Boucher		ident		
Print or Type Name of Officer			Title of Officer	



Insurance - Bonds P.O. Box 127 • 200 E. Spruce St. Goldsboro, NC 27533

June 7, 2023

To Whom It May Concern:

This is to confirm U.S. Foam & Etch, Inc., Workers Compensation Experience Modification (EMR) according to NCCI's Rule 2-E-1, when determining a risk's experience period is as follows:

01/01/2023-2024 = 1.00

The Workers Compensation Rate is \$.82/\$100 also effective 01/01/2023-2024.

Please contact us for any additional information. Thank you.

Sincerely,

Kitzi L. Bass

Authorized Representative