# Kane County
## County Board
## Agenda

Government Center
719 S. Batavia Ave., Bldg. A
Geneva, IL 60134

**Tuesday, September 9, 2025** **9:45 AM** **County Board Room**

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. REMOTE ATTENDANCE REQUESTS**

**4. PLEDGE OF ALLEGIANCE & INVOCATION**

**5. APPROVAL OF MINUTES: August 12, 2025**

**6. PUBLIC COMMENT (PROCLAMATIONS)**

**7. CHAIRMAN'S COMMENTS**

**A.** **TMP-25-1060** Proclamation Recognizing September 2025 as Suicide Prevention Awareness Month in Kane County

**B.** **TMP-25-954** Kane County Proclaims September 2025 as National Preparedness Month

**C.** **TMP-25-1063** Proclamation Commemorating “Constitution and Citizenship Day” and “Constitution Week” 2025 in Kane County, Illinois

**D.** **TMP-25-1062** Kane County Recognizes National Recovery Month and International Overdose Awareness Day in 2025

**E.** **TMP-25-1107** Proclamation Recognizing Hispanic Heritage Month in Kane County 2025

**8. PUBLIC COMMENT (GENERAL)**

**9. PRESENTATIONS/DISCUSSIONS**

A. Kane County FY2024 Annual Audit

## 10. CONSENT AGENDA/OMNIBUS VOTE

---------- CONSENT AGENDA ----------

### Administration

**Resolution:** 25-297 Authorizing Purchase of First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment with AED Service America (PF Wellness Consultants) for the Building Management Department (Contract# 704-23)

**Resolution:** 25-298 Authorizing Updated Capital Projects from the Capital Fund

**Resolution:** 25-299 Authorizing the Building Management Department to Purchase Furniture, Installation, and Related Services for the Development Department with the HON Company, LLC (Contract# R240117)

**Resolution:** 25-300 Authorizing Purchase of Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services from Grainger for the Building Management Department (Contract# R240808)

**Resolution:** 25-301 Authorizing a Contract Extension for the Mill Creek SSA Holiday Lights & Décor Services with It's a Wonderful Light (BID# 22-029)

**Resolution:** 25-302 Authorizing Additional Funds from the Mill Creek SSA Budget for the Mill Creek SSA Landscape Maintenance Services Program (Tree Related Services) with Langton Group (BID# 24-025-TK)

**Resolution:** 25-303 Authorizing Additional Funds from the Mill Creek SSA Budget for Trades, Labor, Materials, and Related Services for Sidewalk Trip Hazard Removal with Precision Concrete Cutting, Inc. for the Mill Creek Special Service Area (TIPS Contract# 23010402)

### Agriculture

**Resolution:** 25-304 Approving an Amendment to the Deed of Agricultural Conservation Easement for the Evans Farm through the Kane County Farmland Protection Program

**Resolution:** 25-305 Approving an Amendment to the Deed of Agricultural Conservation Easement for the Peterson Farm through the Kane County Farmland Protection Program

### County Development

**Resolution:** 25-306 Expansion of a Cable Television Franchise Agreement by and Between the County of Kane and Comcast of Northern Illinois, Inc. to Include the Township of Hampshire

**Resolution:** 25-307 Authorizing Execution of Intergovernmental Agreement with the Illinois Housing Development Authority to Utilize Funding From the Emergency Rental Assistance Program

## Executive

**Resolution:** 25-308 Appreciation and Acceptance of Artwork Donation

## Finance

**Resolution:** 25-309 Authorizing Acceptance of Workforce Innovation and Opportunity Act Supplemental State Grant Funds and Related Contract Amendments for Program Year 2025

**Resolution:** 25-310 Amending the Kane County Financial Policies Regarding Investment Policy

**Resolution:** 25-311 Approving July 2025 Claims Paid

**Resolution:** 25-277 Authorizing Expense Budget Amount to be Used for the 2026 General Fund General Account Budget

**Resolution:** 25-312 Authorizing an Intergovernmental Agreement with the State of Illinois, Department of Human Services - Juvenile Justice Council Grant

**Resolution:** 25-313 Authorizing Opioid Response Community Implementation Projects

## Public Health

**Resolution:** 25-314 Authorizing Amendment to the Illinois Children's Healthcare Foundation, Enhancing Children's Mental Health through Family-run Organizations Grant

## Public Service

**Resolution:** 25-315 Authorizing the Placement of a Marker in Memory of John R. Carr, Retired Superintendent of the Veterans Assistance Commission

## Transportation

**Resolution:** 25-316 Approving Purchase of One (1) 2025 3.25 Cubic Yard Articulating Wheel Loader for the Kane County Division of Transportation

**Resolution:** 25-317 Approving Adopt-A-Highway Applicants

**Resolution:** 25-318 Approving a Contract for Maintenance Services with Meade, Inc. of Willowbrook, Illinois for 2026, 2027 & 2028 Electrical Maintenance Contract, Kane County Section No. 26-00000-01-GM

**Resolution:** 25-319 Approving Amendment No. 1 to the Agreement with Michael Baker International, Inc. of Chicago, Illinois for the 2020 Structural Services Project, Kane County Section No. 19-00523-00-BR

**Resolution:** 25-320 Approving Amendment No. 2 To the Agreement with Alfred Benesch & Company of Chicago, Illinois for Phase III Construction Engineering Services for Longmeadow Parkway C-2, Kane County Section No. 18-00215-21-BR

**Resolution:** 25-321 Approving Amendment No. 1 to the Agreement with V3 Companies, LTD. of Woodridge, Illinois for Phase III Construction Engineering Services for the Bliss Road, Main Street Road, Fabyan Parkway Intersection Improvement, Kane County Section No. 14-00288-01-PV

**Resolution:** 25-322 Authorizing Acquisition of Real Property for Randall Road at Hopps Road Intersection and CNRR Grade Separation Improvement Project, Kane County Section No. 19-00511-00-CH

**Resolution:** 25-323 Amending Resolution 25-066 - Authorizing Acquisition of Real Property for Randall Road at Big Timber Road Intersection Improvement Project, Kane County Section No. 19-00369-01-CH

**Resolution:** 25-324 Approving Acquisition of Real Property for Dauberman Road Extension, Parcel No. 1N20009, Kane County Section No. 15-00277-01-BR

**----------END OF CONSENT AGENDA ----------**

## 11. EXECUTIVE SESSION

A. Settlement of Claims

## 12. OPEN SESSION

A. Vote on Settlement Approval in Case 24WC022526

## 13. ZONING PETITIONS

**A.** TMP-25-979 Petition # 4664 Petitioner: Anamite Solar, LLC

## 14. RESOLUTIONS, ORDINANCES, AND OTHER SCHEDULED MATTERS

**A.** **Resolution:** 25-325 Authorizing an Intergovernmental Agreement with Montgomery County for Juvenile Detention Services

**B.** **Resolution:** 25-326 Authorizing an Intergovernmental Agreement with Mason County for Juvenile Detention Services

**C.** **Resolution:** 25-327 Authorizing an Intergovernmental Agreement with Shelby County for Juvenile Detention Services

**D.** **Resolution:** 25-328 Authorizing an Intergovernmental Agreement with Carroll County for Juvenile Detention Services

**E.** **Resolution:** 25-329 Authorizing a Food Services Contract Extension for the Juvenile Justice Center

**F.** **Resolution:** 25-330 Approving County Board Personal Expense Voucher Reimbursement Request

**G.** **Resolution:** 25-331 Approving an Intergovernmental Agreement with the State of Illinois for Phase III Construction for Randall Road at Illinois Route 72 Intersection Improvement, Kane County Section No. 19-00514-00-WR

**H.** **Resolution:** 25-332 Confirming Subrecipients for Housing Stabilization Services Using Emergency Rental Assistance Program 2 Funds

**I.** **Resolution:** 25-333 Authorizing IMRF Benefit Protection Leave (not attached)

**J.** **Resolution:** 25-334 Approving and Authorizing Execution of Intergovernmental Agreement with McHenry County for Temporary Use of the Kane County Morgue and Facilities at the Kane County Coroner's Office

**15. NEW AND UNFINISHED BUSINESS**

**16. COMMITTEE UPDATES**

**17. ADJOURNMENT TO TUESDAY, OCTOBER 14, 2025**

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# PROCLAMATION NO. TMP-25-1060

## PROCLAMATION RECOGNIZING SEPTEMBER 2025 AS SUICIDE PREVENTION AWARENESS MONTH IN KANE COUNTY

# PROCLAMATION RECOGNIZING SEPTEMBER 2025 AS SUICIDE PREVENTION AWARENESS MONTH IN KANE COUNTY

**WHEREAS**, suicide is a leading cause of death in the United with more than 49,000 deaths nationwide; and

**WHEREAS**, suicide is the 11th leading cause of death in Illinois, taking more than 1,000 lives each year, and is the third leading cause of death among Illinois residents ages 15 to 34; and in 2023, Americans ages 85 and older experienced the highest suicide rates of any age group; and

**WHEREAS**, older adults face unique risks for suicide, including isolation, loss of mobility and the absence of close family or friends; and

**WHEREAS**, in Kane County, 224 lives were lost to suicide between 2020 and 2024, including 13 veterans; and

**WHEREAS**, the Kane County Health Department is working to connect residents with help, launching a countywide campaign to raise awareness of 988, the Suicide and Crisis Lifeline — a free and confidential service available 24/7; and

**WHEREAS**, calls to 988 in Kane County are answered by trained counselors at Suicide Prevention Services of America in Batavia, who provide support, coping strategies and connections to local resources — with mobile crisis response from the Association for Individual Development, Ecker Center for Behavioral Health, and Family Service Association of Greater Elgin; and

**WHEREAS**, in 2025, the Health Department also launched Behavioral Health 360, an online platform offering 24/7 access to mental health information, self-assessments and local support; and

**WHEREAS**, raising awareness, breaking stigma, and encouraging open conversations about suicide can save lives;

**NOW, THEREFORE, BE IT PROCLAIMED** by the Kane County Board that September 2025 is recognized as Suicide Prevention Awareness Month in Kane County, Illinois, and that anyone who is struggling — or knows someone who is — is urged to call or text 988 for immediate, confidential help. You are not alone.

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Corinne M. Pierog, MA, MBA
Chairman, Kane County Board
Kane County, Illinois

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# PROCLAMATION NO. TMP-25-954

## KANE COUNTY PROCLAIMS SEPTEMBER 2025 AS NATIONAL PREPAREDNESS MONTH

# KANE COUNTY PROCLAIMS SEPTEMBER 2025 AS NATIONAL PREPAREDNESS MONTH

**WHEREAS,** Kane County recognizes the importance of emergency preparedness to ensure the safety and well-being of its residents; and

**WHEREAS,** National Preparedness Month, observed each September, serves as a reminder to prepare for all types of emergencies and disasters; and

**WHEREAS,** Kane County is committed to supporting its residents in preparing for emergencies and disasters, promoting community resilience; and

**WHEREAS,** the Kane County Office of Emergency Management has gathered stakeholders to begin the formation of a collaborative community disaster recovery group, tentatively called "Disaster Ready Kane," made up of civic and community organizations, non-profits, houses of worship, businesses, and volunteer organizations to gather resources for affected residents; and

**WHEREAS,** Preparedness activities for residents includes developing emergency plans, building disaster kits, and staying informed about potential hazards;

**NOW, THEREFORE, BE IT PROCLAIMED** that the Kane County Board recognizes the month of September as National Preparedness Month and call upon all residents, businesses, and organizations to participate in activities and efforts that enhance our collective preparedness.

Passed by the Kane County Board on September 9, 2025.

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Corinne M. Pierog, MA, MBA
Kane County Board Chairman
Kane County, Illinois

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# PROCLAMATION NO. TMP-25-1063

## PROCLAMATION COMMEMORATING “CONSTITUTION AND CITIZENSHIP DAY” AND “CONSTITUTION WEEK” 2025 IN KANE COUNTY, ILLINOIS

# PROCLAMATION COMMEMORATING "CONSTITUTION AND CITIZENSHIP DAY" AND "CONSTITUTION WEEK" 2025 IN KANE COUNTY, ILLINOIS

**WHEREAS**, September 17, 2025, marks the 238th anniversary of the framing of the Constitution of the United States; and

**WHEREAS**, under federal law (Title 36, Section 106 of the United States Code, (36 U.S.C. §106), Congress has designated September 17 as "Constitution and Citizenship Day" to honor the signing of the Constitution on September 17, 1787, and to recognize all who have become U.S. citizens through birth or naturalization; and

**WHEREAS**, Congress encourages civil and educational authorities to observe this day by educating citizens about their rights, responsibilities, and opportunities at the local, state, and national levels (36 U.S.C. §106); and

**WHEREAS**, under 36 U.S.C. §108, the President of the United States annually designates September 17–23 as "Constitution Week," inviting communities to hold appropriate ceremonies and educational activities in schools, churches, and other venues; and

**WHEREAS**, it is fitting to officially recognize the Constitution of the United States, its enduring principles, and the patriotic celebrations in Kane County that honor this historic document;

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Kane County Board commemorates September 17, 2025, as "Constitution and Citizenship Day" and September 17–23, 2025, as "Constitution Week" in Kane County. All citizens are encouraged to reflect on the ideals of the Framers of the Constitution and to uphold the freedoms guaranteed to every American through this enduring guardian of our liberties.

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Corinne M. Pierog, MA, MBA
Kane County Board Chairman
Kane County, Illinois

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# PROCLAMATION NO. TMP-25-1062

## KANE COUNTY RECOGNIZES NATIONAL RECOVERY MONTH AND INTERNATIONAL OVERDOSE AWARENESS DAY IN 2025

# KANE COUNTY RECOGNIZES NATIONAL RECOVERY MONTH AND INTERNATIONAL OVERDOSE AWARENESS DAY IN 2025

**WHEREAS**, September is National Recovery Month, a time to recognize the millions of Americans in recovery from substance use disorder who show courage, hope and resilience as they rebuild their lives and inspire others on their own paths to healing; and

**WHEREAS**, people in recovery contribute to every sector of society—as family members, business leaders, public servants, community advocates, and more; and

**WHEREAS**, International Overdose Awareness Day is observed annually on August 31 as a global campaign to raise awareness about drug-related overdoses; and

**WHEREAS**, substance use disorder continues to impact families and communities nationwide, Kane County saw a significant decrease in drug-related deaths from 93 deaths in 2023 (71 opioid-related) to 59 deaths in 2024 (21 opioid-related); and

**WHEREAS**, the Kane County Health Department and their partners work to save lives by providing overdose response training and distributing over 13,000 doses of naloxone in 2024; and

**WHEREAS**, in 2023, Kane County invested nearly $10 million in American Rescue Plan Act funds to support behavioral health initiatives, with more than $8 million granted to local organizations to enhance mental health and substance use services and improve access to other basic needs; and in 2024, launched the *Your Story Matters* campaign to raise awareness, share resources and promote compassion; and

**WHEREAS**, Kane County's Overdose Task Force unites healthcare providers, public health officials, law enforcement and community organizations to reduce opioid overdoses, expand treatment options and support individuals and families affected by substance use disorder;

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Kane County Board recognizes September 2025 as National Recovery Month and August 31, 2025, as International Overdose Awareness Day, urging all to promote recovery, reduce stigma, prevent overdoses and strengthen community health.

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Corinne M. Pierog, MA, MBA
Kane County Board Chairman
Kane County, Illinois

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# PROCLAMATION NO. TMP-25-1107

# PROCLAMATION RECOGNIZING HISPANIC HERITAGE MONTH IN KANE COUNTY 2025

# Proclamation Recognizing Hispanic Heritage Month in Kane County 2025

**WHEREAS**, Hispanic Heritage Month, observed from September 15 through October 15, 2025, is a time to celebrate the vibrant histories, traditions, and countless contributions of Hispanic and Latino Americans to our communities and our nation; and

**WHEREAS**, Kane County is proud to be home to a large and thriving Hispanic and Latino population, whose roots include immigrants, first-generation residents, and families who have called this area home for generations, each contributing to the rich cultural fabric of our county; and

**WHEREAS**, Hispanic and Latino residents have enriched Kane County in every sphere of life — leading businesses large and small, educating and inspiring students in our schools, serving in public safety and civic leadership, strengthening neighborhoods through faith and family, and sharing traditions that bring neighbors together; and

**WHEREAS**, across Kane County, Hispanic culture shines through community celebrations such as Aurora's annual Mexican Independence Day parade and festival, Elgin's many Latino cultural organizations and events, and the presence of vibrant Hispanic-owned businesses throughout our towns and cities; and

**WHEREAS**, immigrants from Hispanic and Latino communities have shared their resilience, creativity, and dedication to the American Dream, while passing on the music, art, food, and cultural heritage that inspire pride and unity among all residents; and

**WHEREAS**, Hispanic Heritage Month offers all of Kane County the opportunity to celebrate not only the many contributions of our Hispanic and Latino neighbors but also the values of inclusion, family, and opportunity that unite us as one people;

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Kane County Board does hereby recognize Hispanic Heritage Month, September 15 through October 15, 2025, and encourages all residents to join in honoring the history, culture, and achievements of Hispanic and Latino Americans — whose stories are woven into the heart of Kane County's past, present, and future.

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Corinne M. Pierog, MA, MBA
Kane County Board Chairman
Kane County, Illinois

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# RESOLUTION NO. 25-297

## AUTHORIZING PURCHASE OF FIRST AID, EMERGENCY MEDICAL, AND ATHLETIC TRAINER SUPPLIES AND EQUIPMENT WITH AED SERVICE AMERICA (PF WELLNESS CONSULTANTS) FOR THE BUILDING MANAGEMENT DEPARTMENT (CONTRACT# 704-23)

WHEREAS, pursuant to Article VII, Section 10, of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.), the County is authorized to procure goods and services through other governmental entities and agencies, provided various requirements of the Kane County Code are satisfied; and

WHEREAS, Chapter 2, Article VI, Division 3, Section 2-221 of the Kane County Code permits joint purchasing agreements by the County with other units of government when: a) the procurement is made pursuant to a written agreement, b) competitive selection procedures were used, c), the procurement is not employed to circumvent the intent of the County Purchasing Code, and d) the County is authorized pursuant to law or regulation to contract with the cooperating governmental agency; and

WHEREAS, pursuant to Kane County Board Resolution No. 23-503 the County of Kane has previously entered into a Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") with Buy Board; a cooperative purchasing organization that aggregates the purchasing power of governmental entities nationwide; and

WHEREAS, the MICPA is an intergovernmental agreement between the principal procurement agencies and the County (a participating agency) that permits the County to purchase products and/or services through various existing public purchasing agreements executed by the principal procurement agencies and their contracting third-party businesses; and

WHEREAS, the Kane County Building Management Department desires to utilize, through the Buy Board MICPA, public purchasing contract (Contract No. 704-23) to purchase First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment therefor from AED Service America (PF Wellness Consultants); and

WHEREAS, the term of Buy Board's AED Service America (PF Wellness Consultants) contract (No. 704-23) is through May 31,2026; and

WHEREAS, the County has in the past successfully utilized Buy Board public purchasing contracts to the satisfaction of the County.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Building Management Department is hereby authorized to purchase First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment through Buy Board's AED Service America (PF Wellness Consultants) Contract No. 704-23 for a sum not-to-exceed Fifty Thousand Dollars ($50,000) per fiscal year.

BE IT FURTHER RESOLVED by the Kane County Board that Fifty Thousand Dollars ($50,000) is hereby appropriated from Repairs and Maint. - Buildings # 001.080.080.52110, Various to pay for the Building Management Department First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment procurement from AED Service America (PF Wellness Consultants) under Contract No. 704-23.

*Line Item:* 001.080.080.52110, Various
*Line Item Description:* Repairs and Maint. - Buildings, Various
*Was Personnel/Item/Service approved in original budget or a subsequent budget revision?* Y
*Are funds currently available for this Personnel/Item/Service in the specific line item?* Y
*If funds are not currently available in the specified line item, where are the funds available?* N/A

Passed by the Kane County Board on September 9, 2025.

| | |
|---|---|
| _____ | _____ |
| John A. Cunningham, MBA, JD, JD | Corinne M. Pierog MA, MBA |
| Clerk, County Board | Chairman, County Board |
| Kane County, Illinois | Kane County, Illinois |

Vote:

## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

**Title**

Authorizing Purchase of First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment with AED Service America (PF Wellness Consultants) for the Building Management Department (Contract#704-23)

**Committee Flow:**
Administration Committee, Executive Committee, County Board

**Contact:**
Kevin Harris, 630-762-2174

**Budget Information**:

| | |
|---|---|
| Was this item budgeted? Yes | Appropriation Amount: $50,000 |
| If not budgeted, explain funding source: N/A | |
| Was this item passed through the appropriate committee? Yes | |

**Summary**:

This resolution authorizes the purchase of First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment through Buy Board's AED Service America (PF Wellness Consultants) contract No. 704-23 for the Building Management Department in the amount not to exceed $50,000 per fiscal year.

# Vendor Contract Information Summary

| | |
|---|---|
| Vendor | AED Service America (PF Wellness Consultants) |
| Contact | Douglas Comstock |
| Phone | 860-970-3250 |
| Email | dc@aedserviceamerica.com |
| Vendor Website | www.aedserviceamerica.com |
| TIN | 06-1080261 |
| Address Line 1 | PO Box 360 |
| Vendor City | East Granby |
| Vendor Zip | 06026 |
| Vendor State | CT |
| Vendor Country | USA |
| Delivery Days | 10 |
| Freight Terms | FOB Destination |
| Payment Terms | Accept: EFT's, Stripe, Cr |
| Shipping Terms | Freight prepaid by vendor and added to invoice |
| Ship Via | Common Carrier |
| Designated Dealer | No |
| EDGAR Received | Yes |
| Service-disabled Veteran Owned | No |
| Minority Owned | No |
| Women Owned | No |
| National | No |
| No Foreign Terrorist Orgs | Yes |
| No Israel Boycott | Yes |
| MWBE | No |
| ESCs | All Texas Regions |
| States | All States |
| Contract Name | First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment |
| Contract No. | 704-23 |
| Effective | 06/01/2023 |
| Expiration | 05/31/2026 |
| Accepts RFQs | Yes |

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

April 17, 2023

Sent Via Email: dc@aedserviceamerica.com

AED Service America
AED Service America (PF Wellness Consultants)
PO Box 360
East Granby, CT 06026

Welcome to BuyBoard!

**Re:** *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 704-23, First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2023, through May 31, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 704-23 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free contact me at 800-695-2919.

Sincerely,

Ava Benford, Cooperative Procurement Manager
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

April 17, 2023

Sent Via Email: dc@aedserviceamerica.com

AED Service America
AED Service America (PF Wellness Consultants)
PO Box 360
East Granby, CT 06026

Welcome to BuyBoard!

**Re:** *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 704-23, First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2023, through May 31, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 704-23 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to info@buyboard.com

A list of National Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at 800-695-2919.

Sincerely,

Ava Benford, Cooperative Procurement Manager
Texas Association of School Boards, Inc.,
Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021

# PROPOSER'S ACCEPTANCE AND AGREEMENT

**Proposal Invitation Name:** First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment

**Proposal Due Date/Opening Date and Time:** January 26, 2023, at 4:00 PM

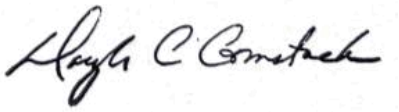
**Location of Proposal Opening:**
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

**Proposal Invitation Number:** 704-23

**Anticipated Cooperative Board Meeting Date:** April 2023

**Contract Term:** June 1, 2023, through May 31, 2024, with two possible one-year renewals.

***By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.***

| | |
|---|---|
| AED Service America | 12/21/2022 |
| Name of Proposing Company | Date |
| 6 Poquonock Avenue |  |
| Street Address | Signature of Authorized Company Official |
| Windsor, CT 06095 | Douglas Comstock |
| City, State, Zip | Printed Name of Authorized Company Official |
| 860-970-3250 | East Coast dir. of Business Development |
| Telephone Number of Authorized Company Official | Position or Title of Authorized Company Official |
| 860-261-0557 | 061080261 |
| Fax Number of Authorized Company Official | Federal ID Number |

# PROPOSAL FORMS PART 1: COMPLIANCE FORMS

## INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

**An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.**

## PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

**Initial:** DC

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

## FELONY CONVICTION DISCLOSURE

**Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor)** states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

**Section 44.034 further states in Subsection (b)**: "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s):_____

_____

**Initial:** DC

# RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☐ I certify that my company is a **Resident Proposer.**
☒ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

| AED Service America | 6 Poquonock Avenue | |
|---|---|---|
| Company Name | Address | |
| Windsor | CT | 06095 |
| City | State | Zip Code |

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☒ No

B. What is the prescribed amount or percentage? $_____ or _____%

# DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

# VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☒ No **Initial:** DC

# NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" 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. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

**Initial:** DC

# NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

# HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (√) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

**Certification Number:** _____

**Name of Certifying Agency:** _____

☒ My company has **NOT** been certified as a HUB.

# ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

N/A

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract. **Initial:** DC

# CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

**Initial:** DC

# DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☒ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

**Initial:** DC

# VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

**You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract**. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

## OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

**Initial:** DC

# CONFIDENTIAL/PROPRIETARY INFORMATION

**A. Public Disclosure Laws**

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☒ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

*(Attach additional sheets if needed.)*

**Initial:** DC

**B. Copyright Information**

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☒ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

*(Attach additional sheets if needed.)*

**C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members**

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

**D. Consent to Release Proposal Tabulation**

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

**Initial:** DC

# EDGAR VENDOR CERTIFICATION

**(2 CFR Part 200 and Appendix II)**

When a Cooperative member 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 new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

***For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply.*** A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

**1. Vendor Violation or Breach of Contract Terms:**

Contracts for more than the simplified acquisition threshold, 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.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard 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.

■ **YES**, I agree. ☐ **NO**, I do not agree.

**2. Termination for Cause or Convenience:**

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

*The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).*

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

■ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:** DC

**3. Equal Employment Opportunity:**

Except as otherwise provided under 41 CFR Part 60, all Cooperative member 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 Cooperative member 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.

■ **YES**, I agree. ☐ **NO**, I do not agree.

**4. Davis-Bacon Act:**

When required by Federal program legislation, Vendor agrees that, for all Cooperative member 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 beta.sam.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.

■ **YES**, I agree. ☐ **NO**, I do not agree.

**5. Contract Work Hours and Safety Standards Act:**

Where applicable, for all Cooperative member 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.

■ **YES**, I agree. ☐ **NO**, I do not agree.

**Initial:** DC

**6. Right to Inventions Made Under a Contract or Agreement:**

If the Cooperative member'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.

■ **YES**, I agree. ☐ **NO**, I do not agree.

**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.

■ **YES**, I agree. ☐ **NO**, I do not agree.

**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 Cooperative members 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.

■ **YES**, I agree. ☐ **NO**, I do not agree.

**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).

■ **YES**, I agree. ☐ **NO**, I do not agree.

**Initial:** DC

**10. Procurement of Recovered Materials:**
For Cooperative member 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 Cooperative member 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.

■ **YES**, I agree. ☐ **NO**, I do not agree.

**11. Domestic Preferences for Procurements:**
Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

■ **YES**, I agree. ☐ **NO**, I do not agree.

**12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**
2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

■ **YES**, I agree. ☐ **NO**, I do not agree.

**13. Profit as a Separate Element of Price:**
For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member 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 Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

■ **YES**, I agree. ☐ **NO**, I do not agree.

**14. General Compliance and Cooperation with Cooperative Members:**
In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

■ **YES**, I agree. ☐ **NO**, I do not agree.

**Initial:** DC

# COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

AED Service America

Company Name

Signature of Authorized Company Official

Douglas Comstock East Coast dir. of Business Development

Printed Name and Title

12/21/2022

Date

# PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

## INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases *(Optional)*

To the extent any information requested is not applicable to your company, you must so indicate on the form.

## VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

**Name of Proposing Company**: AED Service America

*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

**Type of Business**: ■ Individual/Sole Proprietor ☐ Corporation ☐ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

**State of Incorporation** (if applicable): Connecticut

**Federal Employer Identification Number**: 061080261

*(Vendor must include a completed IRS W-9 form with their Proposal)*

**Name by which Vendor, if awarded, wishes to be identified on the BuyBoard:** *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

AED Service America

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give Form to the requester. Do not send to the IRS.**

Print or type. See **Specific Instructions** on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Douglas Craig Comstock

**2** Business name/disregarded entity name, if different from above

AED Service America

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.

6 Poquonock Avenue

Requester's name and address (optional)

**6** City, state, and ZIP code

Windsor, CT 06095

**7** List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**or**

**Employer identification number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 0 | 6 | – | 1 | 0 | 8 | 0 | 2 | 6 | 1 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** | **Signature of U.S. person ▶** Hayk C Comstock **Date ▶** 1/25/2022

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*

# VENDOR CONTACT INFORMATION

***Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).***

# FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $0.00. (The period of the 12-month period is 1/1/2022 / 12/31/2022). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

| PURCHASING GROUP | CURRENT VENDOR? (Y/N) | FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR | AWARDED COMMODITY CATEGORY(IES) |
|---|---|---|---|
| 1. Federal General Services Administration | | | |
| 2. T-PASS (State of Texas) | | | |
| 3. OMNIA Partners | | | |
| 4. Sourcewell (NJPA) | | | |
| 5. E&I Cooperative | | | |
| 6. Houston-Galveston Area Council (HGAC) | | | |
| 7. Choice Partners | | | |
| 8. The Interlocal Purchasing System (TIPS) | | | |
| 9. Other | | | |

☒ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

**CURRENT BUYBOARD VENDORS**

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

**Current Discount (%):** _____ **Proposed Discount (%):** _____

Explanation: _____

# GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

| Entity Name | Contact | Phone# | Email Address | Discount | Quantity/ Volume |
|---|---|---|---|---|---|
| 1. Bryan Independent School District | Karen Byers | 979-209-1099 | karen.byers@bryanisd.org | 20% on AED parts - Service Plan Client | |
| 2. Nueces County | Timothy Everest | N/A | Timothy.Everest2@nuecesco.com | 20 on AED parts% - Service Plan Client | |
| 3. Arlington, MA Fire Department | Captain Sean Mullane | 781-316-3810 | SMullane@town.arlington.ma.us | 10% | |
| 4. Town of Southington | Dir. of Rec. David Lapreay | 860-276-6289/6701 | lapreayd@southington.org | 10% | |
| 5. Town of East Granby | First Selectwoman Eden Wimpfheimer | (860) 413-3302 | edenw@egtownhall.com | 0% - | |

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ■ **NO** ☐ If YES, please explain:

Depending on the service plan chosen by our clients, you can receive a 15% or 20% discount on parts.

However, we are amenable to giving larger bulk discounts depending on order quantity.

# COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal**. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

AED Service America is the only company nationwide that focuses exclusively on providing compliant, onsite, AED maintenance and management across every FDA approved brand of AED. Our Response Ready Preventative Maintenance Solutions will help you mitigate risk and ensure compliance in all fifty-states. Whether you have one AED in a single location, or more than five-hundred AEDs deployed across America, you can be assured we will support your AED deployment and help protect those you serve.

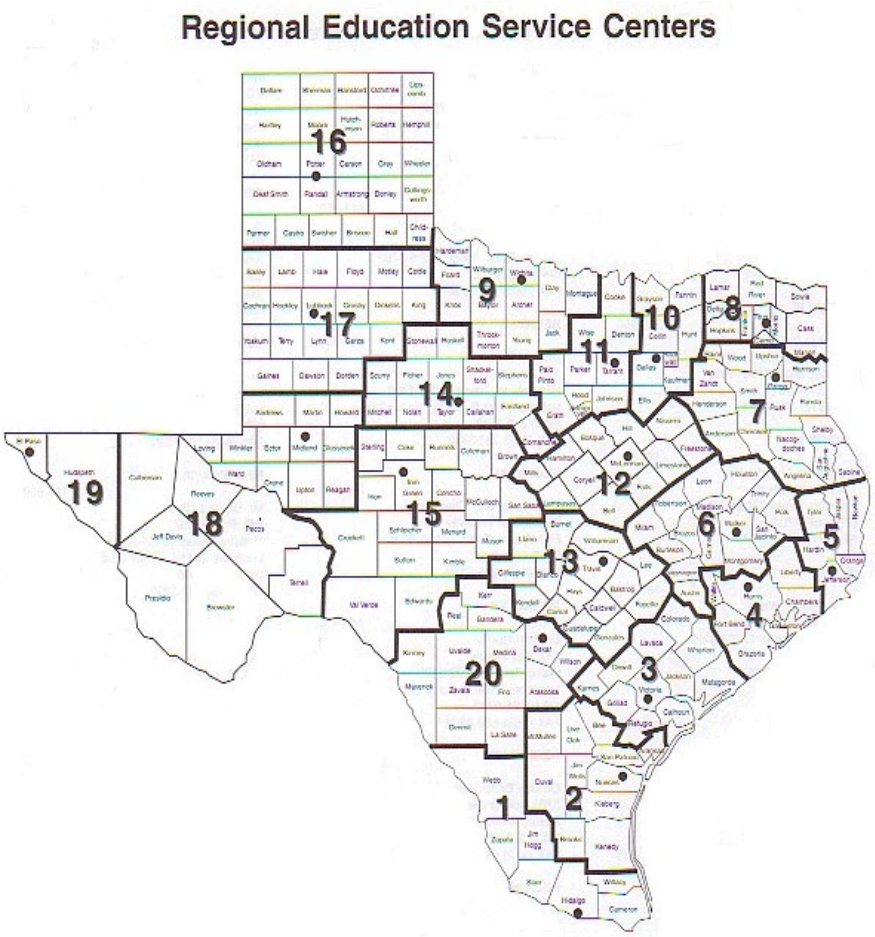
AED Service America is a division of PF Wellness Consultants. Founded in 1981, PF Wellness Consultants has focused on servicing the health, fitness and wellness needs of clients such as: Aetna, Hartford Insurance, Yankee Candle, Xerox, NBC, Harvard Business School, New England Patriots, and hundreds more.

AED Service America proudly carries on the tradition of providing best-in-class products and services to meet the need of AED owners throughout all fifty-states. You can be assured, with AED Service America you AED deployment will always be, “RESPONSE READY”.

# TEXAS REGIONAL SERVICE DESIGNATION

***This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).***

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.




**Region and Headquarters**

1 Edinburg
2 Corpus Christi
3 Victoria
4 Houston
5 Beaumont
6 Huntsville
7 Kilgore
8 Mount Pleasant
9 Wichita Falls
10 Richardson
11 Fort Worth
12 Waco
13 Austin
14 Abilene
15 San Angelo
16 Amarillo
17 Lubbock
18 Midland
19 El Paso
20 San Antonio

# STATE SERVICE DESIGNATION

***This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).***

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com** at least five (5) business days prior to the Proposal Due Date.) ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

# NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

**By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:**

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

| | |
|---|---|
| AED Service America | 704-23 |
| Name of Vendor | Proposal Invitation Number |
| Signature of Authorized Company Official | Douglas Comstock<br>Printed Name of Authorized Company Official |

12/21/2022
Date

# LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

| **Location/Authorized Seller Name** | **Contact Person** | **Contact Information** (Mailing Address, Phone, Fax, Email) |
|---|---|---|
| AED Service America Headquarters: 6 Poquonock Avenue, Windsor, CT 06095 | Douglas Comstock | 6 Poquonock Avenue, Windsor, CT 06095, 860-970-3250, 860-261-0557, dc@aedserviceamerica.com |
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# MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* **(*attach W-9)**

# PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

PF Wellness Consultants was founded in 1981.

AED Service America is a division of PF Wellness Consultants.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

There are 3 individuals that will be utilized for assistance through Buyboard, of which have more than 20 years combined knowledge in the field of automated external defibrillators and first aid equipment. They are experts on the subject.

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

We will personally be reaching out by phone call or email to those listed on the cooperative.

Offering our services not only as sales of equipment, but also in the services we provide.

Maintenance and management of AEDs is our specialty, and we offer advice to those in need.

We will be available 24/7 to support those on the buyboard cooperative as well as those who are not.

4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

AED Service America has the financial strength to support all those on buyboard. With a growth rate of approximately 30-40% year over year, we are continuing to expand and support more clients. Our current insurance coverage limits are 1,000,000 / 1,000,000 / 1,000,000 for per-accident liability, overall illness liability, and per-employee illness liability.

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

No.

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

None.

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

None.

# VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

***Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases.*** Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

***By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.***

**NAME OF VENDOR:** _____

_____
**Signature of Vendor Authorized Representative**

**Printed Name:** _____

**Title:** _____

**Date:** _____

(*For Cooperative Administrator Use Only)*

**Approved by BuyBoard Administrator:** _____

**Effective/Start Date for Self-Reporting:** _____

# REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☒ Reviewed/Completed: **Proposer's Acceptance and Agreement**

**PROPOSAL FORMS PART 1: COMPLIANCE FORMS**

☒ Reviewed/Completed: **Proposal Acknowledgements**
☒ Reviewed/Completed: **Felony Conviction Disclosure**
☒ Reviewed/Completed: **Resident/Nonresident Certification**
☒ Reviewed/Completed: **Debarment Certification**
☒ Reviewed/Completed: **Vendor Employment Certification**
☒ Reviewed/Completed: **No Boycott Verification**
☒ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☒ Reviewed/Completed: **Historically Underutilized Business Certification**
☒ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
☒ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☒ Reviewed/Completed: **Deviation and Compliance**
☒ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☒ Reviewed/Completed: **Confidential/Proprietary Information**
☒ Reviewed/Completed: **EDGAR Vendor Certification**
☒ Reviewed/Completed: **Compliance Forms Signature Page**

**PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS**

☒ Reviewed/Completed: **Vendor Business Name**
☒ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☒ Reviewed/Completed: **Governmental References**
☒ Reviewed/Completed: **Company Profile**
☒ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☒ Reviewed/Completed: **Local/Authorized Seller Listings**
☒ Reviewed/Completed: **Manufacturer Dealer Designation**
☒ Reviewed/Completed: **Proposal Invitation Questionnaire**
☒ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** *(Optional)*

☒ Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered.*

# PROPOSAL SPECIFICATION SUMMARY

**The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).**

---

**PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted**.

**Section I: First Aid Equipment, Products, and Supplies**

1. Discount (%) off catalog/pricelist for **First Aid Equipment and Supplies.**
2. Discount (%) off catalog/pricelist for **First Aid Furniture.**
3. Discount (%) off catalog/pricelist for **Bleeding Control Stations**.
4. Discount (%) off catalog/pricelist for **All Other First Aid, Health, and Nursing Products.**

**Section II: Athletic Trainer/Rehabilitation Equipment, Products, and Supplies**

5. Discount (%) off catalog/pricelist for **Athletic Trainer/Rehabilitation Equipment and Supplies.**
6. Discount (%) off catalog/pricelist for **Athletic Trainer/Rehabilitation Furniture.**
7. Discount (%) off catalog/pricelist for **All Other Athletic Trainer/Rehabilitation Products.**

**Section III: Emergency Medical Equipment, Products, and Supplies**

8. Discount (%) off catalog/pricelist for **Emergency Medical Equipment and Supplies.**
9. Discount (%) off catalog/pricelist for **All Other Emergency Medical Products.**

**Section IV: Pharmaceuticals and Vaccines**

10. Discount (%) off catalog/pricelist for **Pharmaceuticals and Vaccines.**
11. Discount (%) off catalog/pricelist for **Intra-Venous Pharmaceutical Supplies.**
12. Discount (%) off catalog/pricelist for **Drug Testing Kits and Supplies.**

**Section V: Audiology Equipment and Other Related Items**

13. Discount (%) off catalog/pricelist for **Audiology Equipment, Hearing Aids, and Other Related Items.**

**Section VI: Drug/Diagnostic/Laboratory Testing Services**

14. Discount (%) off catalog/pricelist for **Drug and Alcohol Diagnostic Testing Services** (onsite and offsite including laboratory services).

**Section VII: Installation and Repair Service**

15. **Hourly Labor Rate for Installation/Repair Service of First Aid, Athletic Trainer/Rehabilitation, and Emergency Medical Equipment and Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
16. **Hourly Labor Rate for Installation/Repair of Audiology Equipment and Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

## AED Service America Information


Contact: Douglas Comstock
Address: 6 Poquonock Avenue
Windsor, CT 06095
Phone: (860) 970-3250
Email: dc@AEDserviceAmerica.com
Web Address: www.AEDServiceAmerica.com


By submitting your response, you certify that you are authorized to represent and bind your company.

Adrian Eaton
*Signature*

ae@aedserviceamerica.com
*Email*

*Submitted at 1/6/2023 10:15:05 AM (CT)*

## Requested Attachments

**BuyBoard Proposal Invitation No. 704-23 First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment** — Proposal-No-704-23.pdf

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (Please DO NOT password protect uploaded files.)

**Catalog/Pricelist** — AED Service America Pricelist.pdf

REQUIRED-In Excel or PDF format, upload catalog(s)/pricelist(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

**Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed** — *No response*

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

**Company Profile** — Company Description.docx

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

**IRS Form W-9 Request for Taxpayer Identification Number and Certification** — AEDServiceAmericaW91_25_2022.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

## Bid Attributes

| | |
|---|---|
| 1 | **Federal Identification Number**<br>Federal Identification Number<br>06-1080261 |

| | |
|---|---|
| 2 | **HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification**<br>HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification |

| | |
|---|---|
| 3 | **No Israel Boycott Certification**<br>A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.<br><br>"Boycott Israel" 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. TEX. GOV'T CODE §808.001(1).<br><br>By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.<br>Yes |

| | |
|---|---|
| 4 | **No Excluded Nation or Foreign Terrorist Organization Certification**<br>Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)<br><br>By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.<br>Yes |

| | |
|---|---|
| 5 | **MWBE/HUB Status Certification**<br>A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.<br><br>**I certify that my company has been certified as a MWBE/HUB in the following categories**: *(Please check all that apply)* |

| | |
|---|---|
| 6 | **Minority Owned Business**<br>Minority Owned Business<br>☐ *Minority Owned Business (Yes)* |

| | |
|---|---|
| 7 | **Women Owned Business**<br>Women Owned Business<br>☐ *Women Owned Business (Yes)* |

| | |
|---|---|
| 8 | **Service-Disabled Veteran Owned Business**<br>Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)<br>☐ *Service-Disabled Veteran Owned Business (Yes)* |
| 9 | **Certification Number**<br>Certification Number<br>*No response* |
| 10 | **Name of Certifying Agency**<br>Certifying Agency<br>*No response* |
| 11 | **Non-MWBE/HUB**<br>My company has NOT been certified as a MWBE/HUB<br>☐ *Non-HUB (Yes)* |
| 12 | **Vendor General Contact Information**<br>Proposal/Contract General Contact Information |
| 13 | **Vendor Proposal/Contract Contact Name**<br>Vendor Proposal/Contract Contact Name<br>AED Service America |
| 14 | **Vendor Proposal/Contract Contact E-mail Address**<br>Vendor Proposal/Contract Contact E-mail Address<br>dc@aedserviceamerica.com |
| 15 | **Vendor Proposal/Contract Mailing Address**<br>Vendor Proposal/Contract Mailing Address<br>PO Box 360 |
| 16 | **Vendor Proposal/Contact Mailing Address - City**<br>Vendor Proposal/Contact Mailing Address - City<br>East Granby |
| 17 | **Vendor Proposal/Contact Mailing Address - State**<br>Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name)<br>CT |
| 18 | **Vendor Proposal/Contact Mailing Address - Zip Code**<br>Vendor Proposal/Contact Mailing Address - Zip Code<br>06026 |
| 19 | **Vendor Proposal/Contact Phone Number**<br>Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx)<br>8609703250 |

**20** **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

*No response*

**21** **Company Website**

Company Website (www.XXXXX.com)

www.aedserviceamerica.com

**22** **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

**Please select options below for receipt of Purchase Orders and provide the requested information:**

- I will use the internet to receive Purchase Orders at the following address

Yes

**23** **Purchase Order E-mail Address**

Purchase Order E-mail Address

dc@aedserviceamerica.com

**24** **Purchase Order Contact Name**

Purchase Order Contact Name

Douglas Comstock

**25** **Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

860-970-3250

**26** **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

*No response*

**27** **Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

ae@aedserviceamerica.com

**28** **Alternate Purchase Order Contact Name**

Alternate Purchase Order Contact Name

Adrian Eaton

**29** **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

860-392-8977

**30** **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

*No response*

**31** **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

**Please select options below for receipt of Purchase Orders and provide the requested information:**

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Yes

**32** **Request for Quotes (RFQ)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

**33** **Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

dc@aedserviceamerica.com

**34** **Request for Quote (RFQ) Contact Name**

Request for Quote (RFQ) Contact Name

Douglas Comstock

**35** **Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

860-970-3250

**36** **Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

*No response*

**37** **Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

ae@aedserviceamerica.com

**38** **Alternate Request for Quote (RFQ) Contact Name**

Alternate Request for Quote (RFQ) Contact Name

Adrian Eaton

**39** **Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

860-392-8977

**40** **Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

*No response*

**41** **Invoices**

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**.

**42** **Invoices**

**Please choose only one (1) of the following options for receipt of invoices and provide the requested information:**

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

*If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.*

Service fee invoices and notices direct to company

**43** **Invoice Company Name**

Invoice Company Name

AED Service America

**44** **Invoice Company Department Name**

Invoice Company Department Name

Finance

**45** **Invoice Contact Name**

Invoice Contact Name

Douglas Comstock

**46** **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

P.O. Box 360

**47** **Invoice Mailing Address - City**

Invoice Mailing Address - City

East Granby

**48** **Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

CT

| | |
|---|---|
| 49 | **Invoice Mailing Address - Zip Code**<br>Invoice Mailing Address (Zip Code)<br>06026 |
| 50 | **Invoice Contact Phone Number**<br>Invoice Contact Phone Number (xxx-xxx-xxxx)<br>860-970-3250 |
| 51 | **Invoice Contact Extension Number**<br>Invoice Contact Extension Number<br>*No response* |
| 52 | **Invoice Contact Fax Number**<br>Invoice Contact Fax Number (xxx-xxx-xxxx)<br>*No response* |
| 53 | **Invoice Contact E-mail Address**<br>Invoice Contact E-mail<br>dc@aedserviceamerica.com |
| 54 | **Invoice Contact Alternate E-mail Address**<br>Invoice Contact Alternate E-mail Address<br>ae@aedserviceamerica.com |
| 55 | **Billing Agent Company Name**<br>Billing Agent Company Name<br>*No response* |
| 56 | **Billing Agent Department Name**<br>Billing Agent Department Name<br>*No response* |
| 57 | **Billing Agent Contact Name**<br>Billing Agent Contact Name<br>*No response* |
| 58 | **Billing Agent Mailing Address**<br>Billing Agent Mailing Address (P.O. Box or Street Address)<br>*No response* |
| 59 | **Billing Agent Mailing Address - City**<br>Billing Agent Mailing Address - City<br>*No response* |
| 60 | **Billing Agent Mailing Address - State**<br>Billing Agent Mailing Address - State (Abbreviate State Name)<br>*No response* |

61 **Billing Agent Mailing Address - Zip Code**

Billing Agent Mailing Address - Zip Code

*No response*

62 **Billing Agent Contact Phone Number**

Billing Agent Contact Phone Number (xxx-xxx-xxxx)

*No response*

63 **Billing Agent Contact Extension Number**

Billing Agent Contact Extension Number

*No response*

64 **Billing Agent Fax Number**

Billing Agent Fax Number

*No response*

65 **Billing Agent Contact E-mail Address**

Billing Agent Contact E-mail Address

*No response*

66 **Billing Agent Alternative E-mail Address**

Billing Agent Alternative E-mail Address

*No response*

67 **Shipping Via**

Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other

Common Carrier

68 **Payment Terms**

*Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).*

Accept: EFT's, Stripe, Credit Card, and Checks; We are flexible on payment options.

69 **Vendor's Internal/Assigned Reference/Quote Number**

Vendor's Internal/Assigned Reference/Quote Number

*No response*

70 **State or Attach Return Policy**

Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

*No response*

71 **Electronic Payments**

Are electronic payments acceptable to your company?

Yes

72 **Credit Card Payments**

Are credit card payments acceptable to your company?

Yes

73 **Texas Regional Service Designation**

**Texas Regional Service Designation - Refer to Form in Proposal Invitation**

The Cooperative (referred to as “Texas Cooperative” in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

74 **Company Name**

Company Name

AED Service America

75 **Texas Regional Service Designation**

Select only one of the following options**.** If you select **"I will NOT serve all Regions of Texas",** you must then check the individual Regions you wish to serve.

All Regions

76 **Region 1**

Region 1 - Edinburg

☐ *Region 1 (1)*

77 **Region 2**

Region 2 - Corpus Christi

☐ *Region 2 (2)*

78 **Region 3**

Region 3 - Victoria

☐ *Region 3 (3)*

79 **Region 4**

Region 4 - Houston

☐ *Region 4 (4)*

80 **Region 5**

Region 5 - Beaumont

☐ *Region 5 (5)*

81 **Region 6**

Region 6 - Huntsville

☐ *Region 6 (6)*

| | |
|---|---|
| 82 | **Region 7**<br>Region 7 - Kilgore<br>☐ *Region 7 (7)* |
| 83 | **Region 8**<br>Region 8 - Mount Pleasant<br>☐ *Region 8 (8)* |
| 84 | **Region 9**<br>Region 9 - Wichita Falls<br>☐ *Region 9 (9)* |
| 85 | **Region 10**<br>Region 10 - Richardson<br>☐ *Region 10 (10)* |
| 86 | **Region 11**<br>Region 11 - Fort Worth<br>☐ *Region 11 (11)* |
| 87 | **Region 12**<br>Region 12 - Waco<br>☐ *Region 12 (12)* |
| 88 | **Region 13**<br>Region 13 - Austin<br>☐ *Region 13 (13)* |
| 89 | **Region 14**<br>Region 14 - Abilene<br>☐ *Region 14 (14)* |
| 90 | **Region 15**<br>Region 15 - San Angelo<br>☐ *Region 15 (15)* |
| 91 | **Region 16**<br>Region 16 - Amarillo<br>☐ *Region 16 (16)* |
| 92 | **Region 17**<br>Region 17 - Lubbock<br>☐ *Region 17 (17)* |
| 93 | **Region 18**<br>Region 18 - Midland<br>☐ *Region 18 (18)* |

94 **Region 19**

Region 19 - El Paso

☐ *Region 19 (19)*

95 **Region 20**

Region 20 - San Antonio

☐ *Region 20 (20)*

96 **State Service Designation**

**State Service Designation - Refer to Form in Proposal Invitation.**

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*

97 **Company Name**

Company Name

AED Service America

98 **State Service Designation**

**Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.**

All States

99 **Alabama**

Alabama

☐ *Alabama (AL)*

100 **Alaska**

Alaska

☐ *Alaska (AK)*

101 **Arizona**

Arizona

☐ *Arizona (AZ)*

102 **Arkansas**

Arkansas

☐ *Arkansas (AR)*

| | |
|---|---|
| 103 | **California**<br>California (Public Contract Code 20118 & 20652)<br>☐ *California (CA)* |
| 104 | **Colorado**<br>Colorado<br>☐ *Colorado (CO)* |
| 105 | **Connecticut**<br>Connecticut<br>☐ *Connecticut (CT)* |
| 106 | **Delaware**<br>Delaware<br>☐ *Delaware (DE)* |
| 107 | **District of Columbia**<br>District of Columbia<br>☐ *District of Columbia (DC)* |
| 108 | **Florida**<br>Florida<br>☐ *Florida (FL)* |
| 109 | **Georgia**<br>Georgia<br>☐ *Georgia (GA)* |
| 110 | **Hawaii**<br>Hawaii<br>☐ *Hawaii (HI)* |
| 111 | **Idaho**<br>Idaho<br>☐ *Idaho (ID)* |
| 112 | **Illinois**<br>Illinois<br>☐ *Illinois (IL)* |
| 113 | **Indiana**<br>Indiana<br>☐ *Indiana (IN)* |
| 114 | **Iowa**<br>Iowa<br>☐ *Iowa (IA)* |

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|---|---|
| 115 | **Kansas**<br>Kansas<br>☐ *Kansas (KS)* |
| 116 | **Kentucky**<br>Kentucky<br>☐ *Kentucky (KY)* |
| 117 | **Louisiana**<br>Louisiana<br>☐ *Louisiana (LA)* |
| 118 | **Maine**<br>Maine<br>☐ *Maine (ME)* |
| 119 | **Maryland**<br>Maryland<br>☐ *Maryland (MD)* |
| 120 | **Massachusetts**<br>Massachusetts<br>☐ *Massachusetts (MA)* |
| 121 | **Michigan**<br>Michigan<br>☐ *Michigan (MI)* |
| 122 | **Minnesota**<br>Minnesota<br>☐ *Minnesota (MN)* |
| 123 | **Mississippi**<br>Mississippi<br>☐ *Mississippi (MS)* |
| 124 | **Missouri**<br>Missouri<br>☐ *Missouri (MO)* |
| 125 | **Montana**<br>Montana<br>☐ *Montana (MT)* |
| 126 | **Nebraska**<br>Nebraska<br>☐ *Nebraska (NE)* |

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|---|---|
| 127 | **Nevada**<br>Nevada<br>☐ *Nevada (NV)* |
| 128 | **New Hampshire**<br>New Hampshire<br>☐ *New Hampshire (NH)* |
| 129 | **New Jersey**<br>New Jersey<br>☐ *New Jersey (NJ)* |
| 130 | **New Mexico**<br>New Mexico<br>☐ *New Mexico (NM)* |
| 131 | **New York**<br>New York<br>☐ *New York (NY)* |
| 132 | **North Carolina**<br>North Carolina<br>☐ *North Carolina (NC)* |
| 133 | **North Dakota**<br>North Dakota<br>☐ *North Dakota (ND)* |
| 134 | **Ohio**<br>Ohio<br>☐ *Ohio (OH)* |
| 135 | **Oklahoma**<br>Oklahoma<br>☐ *Oklahoma (OK)* |
| 136 | **Oregon**<br>Oregon<br>☐ *Oregon (OR)* |
| 137 | **Pennsylvania**<br>Pennsylvania<br>☐ *Pennsylvania (PA)* |
| 138 | **Rhode Island**<br>Rhode Island<br>☐ *Rhode Island (RI)* |

| | |
|---|---|
| 139 | **South Carolina**<br>South Carolina<br>☐ *South Carolina (SC)* |
| 140 | **South Dakota**<br>South Dakota<br>☐ *South Dakota (SD)* |
| 141 | **Tennessee**<br>Tennessee<br>☐ *Tennessee (TN)* |
| 142 | **Texas**<br>Texas<br>☐ *Texas (TX)* |
| 143 | **Utah**<br>Utah<br>☐ *Utah (UT)* |
| 144 | **Vermont**<br>Vermont<br>☐ *Vermont (VT)* |
| 145 | **Virginia**<br>Virginia<br>☐ *Virginia (VA)* |
| 146 | **Washington**<br>Washington<br>☐ *Washington (WA)* |
| 147 | **West Virginia**<br>West Virginia<br>☐ *West Virginia (WV)* |
| 148 | **Wisconsin**<br>Wisconsin<br>☐ *Wisconsin (WI)* |
| 149 | **Wyoming**<br>Wyoming<br>☐ *Wyoming (WY)* |

## Bid Lines

| | |
|---|---|
| 1 | **Section I: First Aid Equipment, Products, and Supplies**<br><br>Discount (%) off catalog/pricelist for **First Aid Equipment and Supplies.** Catalog/Pricelist MUST be included or proposal will not be considered.<br><br>***No Bid***<br><br>Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be<br><br>considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**<br><br>Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:<br><br>• Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed<br><br>• Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed<br><br>**Item Attributes**<br><br>**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**<br><br>NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".<br><br>*No response* |

**2** **Section I: First Aid Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **First Aid Furniture.** Catalog/Pricelist MUST be included or proposal will not be considered.

***No Bid***

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

### Item Attributes

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

*No response*

| | |
|---|---|
| 3 | **Section I: Equipment, Products, and Supplies**<br><br>Discount (%) off catalog/pricelist for **Bleeding Control Stations.** Catalog/Pricelist MUST be included or proposal will not be considered.<br><br>***No Bid***<br><br>Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be<br><br>considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**<br><br>Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:<br><br>• Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed<br><br>• Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed<br><br>**Item Attributes**<br><br>**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**<br><br>NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".<br><br>*No response* |

| | |
|---|---|
| 4 | **Section I: Equipment, Products, and Supplies**<br><br>Discount (%) off catalog/pricelist for **All Other First Aid, Health, and Nursing Products.** Catalog/Pricelist MUST be included or proposal will not be considered.<br><br>***No Bid***<br><br>Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be<br><br>considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**<br><br>-<br><br>Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:<br><br>• Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed<br><br>• Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed<br><br>**Item Attributes**<br><br>**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**<br><br>NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".<br><br>*No response* |

| | |
|---|---|
| 5 | **Section II: Athletic Trainer/Rehabilitation Equipment, Products, and Supplies**<br><br>Discount (%) off catalog/pricelist for **Athletic Trainer/Rehabilitation Equipment and Supplies.** Catalog/Pricelist MUST be included or proposal will not be considered.<br><br>***No Bid***<br><br>Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be<br><br>considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**<br><br>Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:<br><br>• Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed<br><br>• Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed<br><br>**Item Attributes**<br><br>**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**<br><br>NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".<br><br>*No response* |

6 **Section II: Athletic Trainer/Rehabilitation Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Athletic Trainer/Rehabilitation Furniture.** Catalog/Pricelist MUST be included or proposal will not be considered.

***No Bid***

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

## Item Attributes

### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

*No response*

| | |
|---|---|
| 7 | **Section II: Athletic Trainer/Rehabilitation Equipment, Products, and Supplies**<br><br>Discount (%) off catalog/pricelist for **All Other Athletic Trainer/Rehabilitation Products.** Catalog/Pricelist MUST be included or proposal will not be considered.<br><br>***No Bid***<br><br>Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be<br><br>considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**<br><br>Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:<br><br>• Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed<br><br>• Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed<br><br>**Item Attributes**<br><br>**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**<br><br>NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".<br><br>*No response* |

**8** **Section III: Emergency Medical Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Emergency Medical Equipment and Supplies.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 13%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

## Item Attributes

### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

AED Service America Pricelist

| | |
|---|---|
| 9 | **Section III: Emergency Medical Equipment, Products, and Supplies**<br><br>Discount (%) off catalog/pricelist for **All Other Emergency Medical Products.** Catalog/Pricelist MUST be included or proposal will not be considered.<br><br>***No Bid***<br><br>Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be<br><br>considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**<br><br>Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:<br><br>• Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed<br><br>• Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed<br><br>**Item Attributes**<br><br>**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**<br><br>NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".<br><br>*No response* |

10

## Section IV: Pharmaceuticals and Vaccines

Discount (%) off catalog/pricelist for **Pharmaceuticals and Vaccines.** Catalog/Pricelist MUST be included or proposal will not be considered.

***No Bid***

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

### Item Attributes

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

*No response*

| | |
|---|---|
| 11 | **Section IV: Pharmaceuticals and Vaccines**<br><br>Discount (%) off catalog/pricelist for **Intra-Venous Pharmaceutical Supplies.** Catalog/Pricelist MUST be included or proposal will not be considered.<br><br>***No Bid***<br><br>Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be<br><br>considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**<br><br>Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:<br><br>• Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed<br><br>• Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed<br><br>**Item Attributes**<br><br>**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**<br><br>NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".<br><br>*No response* |

| | |
|---|---|
| 12 | **Section IV: Pharmaceuticals and Vaccines**<br><br>Discount (%) off catalog/pricelist for **Drug Testing Kits and Supplies.** Catalog/Pricelist MUST be included or proposal will not be considered.<br><br>***No Bid***<br><br>Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be<br><br>considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**<br><br>Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:<br><br>• Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed<br><br>• Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed<br><br>**Item Attributes**<br><br>**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**<br><br>NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".<br><br>*No response* |

| | |
|---|---|
| 13 | **Section V: Audiology Equipment and Other Related Items**<br><br>Discount (%) off catalog/pricelist for **Audiology Equipment, Hearing Aids, and Other Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered.<br><br>***No Bid***<br><br>Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be<br><br>considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**<br><br>Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:<br><br>• Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed<br><br>• Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed<br><br>**Item Attributes**<br><br>**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**<br><br>NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".<br><br>*No response* |

**14** **Section VI: Drug/Diagnostic/Laboratory Testing Services**

Discount (%) off catalog/pricelist for **Drug and Alcohol Diagnostic Testing Services** (onsite and offsite including

laboratory services). Catalog/Pricelist MUST be included or proposal will not be considered.

***No Bid***

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

*No response*

**15** **Section II: Installation and Repair Service**

**Hourly Labor Rate for Installation/Repair Service of First Aid, Athletic Trainer/Rehabilitation, and Emergency Medical Equipment and Products** - **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

***No Bid***

**16** **Section II: Installation and Repair Service**

**Hourly Labor Rate for Installation/Repair Service of Audiology Equipment and Products** - **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

***No Bid***

**Response Total:** $0.00

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# RESOLUTION NO. 25-298

## AUTHORIZING UPDATED CAPITAL PROJECTS FROM THE CAPITAL FUND

WHEREAS, the Building Management Department has reviewed and made updated recommendations to the Administration Committee and County Board regarding the fiscal year 2025 Capital Projects and Capital fund; and

WHEREAS, the revised list of capital projects identifies the allocation of capital funds to each project according the funds available in fiscal year 2025 in an amount not to exceed $11,746,452; and

WHEREAS, the following capital projects and budget allocations have been identified by the Building Management Department subject to approval and authorization of the Kane County Board. (See attached)

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board authorizes and directs the Building Management Department to initiate the planning and procurement process for the FY2025 capital projects subject to final approval and authorization of the Kane County Board.

Passed by the Kane County Board on September 9, 2025.

| | |
|---|---|
| _____ | _____ |
| John A. Cunningham, MBA, JD, JD | Corinne M. Pierog MA, MBA |
| Clerk, County Board | Chairman, County Board |
| Kane County, Illinois | Kane County, Illinois |

Vote:

| Risk | System | BLDG/DEPT | Project Description | ARPA Funds | Curent FY2025 Capital Project List | Project Stage |
|---|---|---|---|---|---|---|
| 1 | Life Safety & Fire | Judicial | Fire Panel Upgrades-0001 | | $ 1,978,000 | 3-Execution |
| 3 | Site Improvements | ALL | Pavement Management Program- 0002 | | $ 1,238,807 | 3-Execution |
| 2 | Building Improvements | AJC | Jail Kitchen and Laundry Improvements-0003 | | $ 1,080,000 | 2-Planning |
| 1 | Building Improvements | Elgin Health | New Health Building Repairs-0004 | | $ 1,000,000 | 3-Execution |
| 2 | Interior | JC | Public Defender Office Renovation-0006 | | $ 541,968 | 4-Closeout |
| 4 | Building Improvements | KBC/CIC | CIC/CIC Pad Funds- Pre-Arrest Diversion- 0007 | | $ 536,055 | 3-Execution |
| 3 | Site Improvements | ALL | Exteriour Campus Lighting-0008 | | $ 500,000 | 4-Closeout |
| 1 | Elevators | JC | JC Elevator Upgrades-0009 | | $ 270,260 | 3-Execution |
| 4 | Vehicles | BLD MGMT | Vehicles-0010 | | $ 250,000 | 3-Execution |
| 3 | Water Quality | JC | JC & JJC Water Quality Improvements-0011 | | $ 235,775 | 2-Planning |
| 3 | Site Improvements | ALL | Concrete-0012 | | $ 200,000 | 2-Planning |
| 3 | Consulting Services | ALL | Architect/Engineer Consulting-0013 | | $ 157,700 | 3-Execution |
| 3 | Interior | ALL | Countywide Flooring-0014 | | $ 200,000 | 2-Planning |
| 3 | Life Safety & Fire | ALL | Remediation (Asbestos/mold)-0015 | | $ 100,804 | 2-Planning |
| 3 | Roofing Systems | BLD B | Building B Roof-0016 | | $ 134,478 | 5-Complete |
| 3 | Structural & Envelope | ALL | Tuckpoint/Mortar-0017 | | $ 50,000 | 3-Execution |
| 3 | Roofing Systems | OCH | Boiler House Roof Replacement-0018 | | $ 69,080 | 2-Planning |
| 3 | Structural & Envelope | BLD F | Window Replacement-0019 | | $ 35,000 | 5-Complete |
| 4 | Building Improvements | BLD C | Assessor's Counter and roll up Window-0020 | | $ 35,000 | 4-Closeout |
| 3 | Roofing Systems | JJC | Roof Replacement-0021 | | $ 32,562 | 5-Complete |
| 3 | Operational Furniture | OCH | Judge's Bench-0022 | | $ 25,000 | 4-Closeout |
| 4 | Operational Equipment | OEM | Portable Radio Equipment | | $ 24,510 | 5-Complete |
| 4 | Building Improvements | | Geneva Creek Stabilization (PORTION) | | $ 171,083 | 5-Complete |
| 3 | HVAC | AJC | Exhaust Fan for Trash Compactor | | $ 6,857 | 5-Complete |
| 3 | Structural & Envelope | JC | Sally Port Door Replacement | | $ 13,203 | 5-Complete |
| 3 | Structural & Envelope | JJC | Roof Replacement | | $ 9,900 | 5-Complete |
| 4 | Building Improvements | AJC | Sheriff Administration Renovation | | $ 205,180 | 5-Complete |
| **NEW** | | | | | | |
| 4 | Building Improvements | BLD A | Building A 4th Floor Construction | | $ 13,703 | 1-Initiation |
| 4 | Building Improvements | BLD A | Development Furniture | | $ 95,672 | 1-Initiation |
| 4 | Building Improvements | BLD C | Building C Records Room Wall Removal | | $ 8,955 | 1-Initiation |
| 2 | Building Improvements | AJC | Jail Shower Renovations (4 units) | | $ 100,000 | 1-Initiation |
| 2 | Building Improvements | JC | Holding Cell Accessibility Renovation | | $ 46,396 | 1-Initiation |
| 3 | Building Improvements | OCH | Courtroom and Chamber HVAC | | $ 100,000 | 1-Initiation |
| 3 | Building Improvements | BLD B | Tuckpoint/Mortar BLD B | | $ 49,196 | 1-Initiation |
| **ARPA** | | | | | | |
| 3 | HVAC | Elgin Health | Elgin HVAC Improvements | $ 1,156,730 | $ 270 | 2-Planning |
| 3 | Building Improvements | AJC | Domestic Hot Water | $ 2,000,000 | $ 10,042 | 3-Execution |
| 3 | HVAC | JJC | HVAC Replacement- JJC | $ 292,595 | $ 67,100 | 3-Execution |
| 3 | HVAC | AJC | Shooting Range | $ 1,550,948 | $ 72,578 | 2-Planning |
| 3 | HVAC | AJC | Kitchen and Laundry HVAC | $ 1,200,000 | $ 304,046 | 2-Planning |
| 3 | HVAC | AJC | AJC HVAC and Pipe Chasxe Improvements | $ 11,558,600 | $ 1,691,637 | 2-Planning |
| 3 | HVAC | OCH | 3rd Street IT Space HVAC | $ 80,000 | | 2-Planning |
| 3 | HVAC | Court Services | Court Services HVAC | $ 195,000 | | 2-Planning |
| 3 | HVAC | JC | Judicial Center Chillers Replacement | $ 2,000,000 | $85,635.00 | 4-Closeout |
| | | | | | | |
| | | | Total Project Expenses | $ 20,033,873 | $ 11,746,452 | |
| | | | **FY2025 - FY2026 ARPA Budget** | **$ 20,033,873** | | |
| | | | **FY2025 Capital Budget** | | **$ 11,746,452** | |

# RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

**Resolution: No.**
Authorizing Updated Capital Projects from the Capital Fund

**Committee Flow:** Administration Committee, Executive Committee, County Board
**Contact:** Kevin Harris, 630-762-2174

**Budget Information**:

| | |
|---|---|
| Was this item budgeted? Yes | Appropriation Amount: $11,746,452 |
| If not budgeted, explain funding source: | |
| Was this item passed through the appropriate committee? Yes | |

**Summary**:

Authorizing and directing the Building Management Department to initiate the planning and procurement process for the FY2025 capital projects subject to final approval and authorization of the Kane County Board.

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# RESOLUTION NO. 25-299

## AUTHORIZING THE BUILDING MANAGEMENT DEPARTMENT TO PURCHASE FURNITURE, INSTALLATION, AND RELATED SERVICES FOR THE DEVELOPMENT DEPARTMENT WITH THE HON COMPANY, LLC (CONTRACT# R240117)

WHEREAS, pursuant to Article VII, Section 10, of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.), the County is authorized to procure goods and services through other governmental entities and agencies, provided various requirements of the Kane County Code are satisfied; and

WHEREAS, Chapter 2, Article VI, Division 3, Section 2-221 of the Kane County Code permits joint purchasing agreements by the County with other units of government when: a) the procurement is made pursuant to a written agreement, b) competitive selection procedures were used, c), the procurement is not employed to circumvent the intent of the County Purchasing Code, and d) the County is authorized pursuant to law or regulation to contract with the cooperating governmental agency; and

WHEREAS, pursuant to Kane County Board Resolution No. 22-265 the County of Kane has previously entered into a Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") with OMNIA; a cooperative purchasing organization that aggregates the purchasing power of governmental entities nationwide; and

WHEREAS, the MICPA is an intergovernmental agreement between the principal procurement agencies and the County (a participating agency) that permits the County to purchase products and/or services through various existing public purchasing agreements executed by the principal procurement agencies and their contracting third-party businesses; and

WHEREAS, the Kane County Building Management Department desires to utilize, through the OMNIAMICPA, public purchasing contract (Contract No. R240117) to purchase Furniture, Installation, and Related Services therefor from The Hon Company, LLC; and

WHEREAS, the term of OMNIA's The Hon Company, LLC contract (No. R240117) is through December 31, 2027; and

WHEREAS, the County has in the past successfully utilized OMNIA public purchasing contracts to the satisfaction of the County.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Building Management Department is hereby authorized to purchase Furniture, Installation, and Related Services through OMNIA's The Hon Company, LLC Contract No. R240117 for a sum not-to-exceed

One Hundred Forty-Four Thousand Nine Hundred Eighty-Five Dollars ($144,985).

BE IT FURTHER RESOLVED by the Kane County Board that One Hundred Forty-Four Thousand Nine Hundred Eighty-Five Dollars ($144,985) is hereby appropriated from Miscellaneous Contractual Expenses # (401.690.711.55000), Building Improvements # (500.800.805.72010), Various to pay for the Furniture, Installation, and Related Services procurement from The Hon Company, LLC. under Contract No. R240117.

*Line Item:* 401.690.711.55000, 500.800.805.72010, Various
*Line Item Description:* Miscellaneous Contractual Expenses, Building Improvements, Various
*Was Personnel/Item/Service approved in original budget or a subsequent budget revision?*
*Are funds currently available for this Personnel/Item/Service in the specific line item?*
*If funds are not currently available in the specified line item, where are the funds available?* N/A

Passed by the Kane County Board on September 9, 2025.

| | |
|---|---|
| _____ | _____ |
| John A. Cunningham, MBA, JD, JD | Corinne M. Pierog MA, MBA |
| Clerk, County Board | Chairman, County Board |
| Kane County, Illinois | Kane County, Illinois |

Vote:

## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

**Title**

Authorizing the Building Management Department to Purchase Furniture, Installation, and Related Services for the Development Department with the HON Company, LLC. (Contract#R240117)

**Committee Flow:**
Administration Committee, Executive Committee, County Board

**Contact:**
Kevin Harris, 630-762-2174

**Budget Information**:

| | |
|---|---|
| Was this item budgeted? Yes | Appropriation Amount: $144,985 |
| If not budgeted, explain funding source: N/A | |
| Was this item passed through the appropriate committee? Yes | |

**Summary**:

This resolution authorizes the Building Management Department to purchase furniture, installation, and related services for the Development Department with the HON Company in an amount not to exceed $144,985 per fiscal year.

# Development Department Office Renovation

July 29, 2025

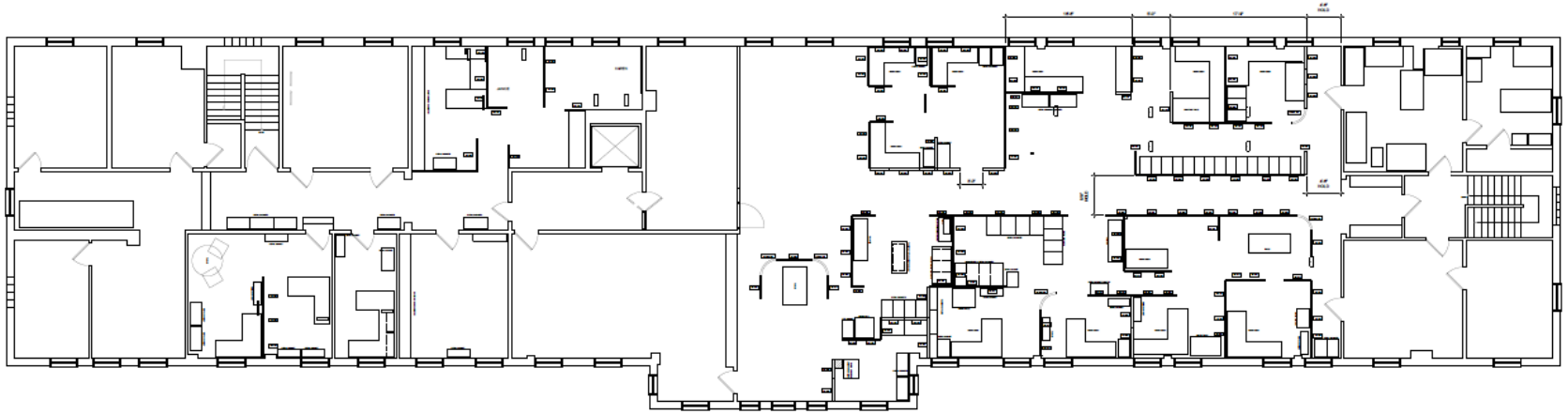
# Business Case

- Reorganization to absorb OCR responsibilities and staff
- Reduce rent obligation in Batavia office
- Improve customer service, accessibility and waiting area
- Improve business operations and security
- Replace old and broken furniture with new efficient floor plan

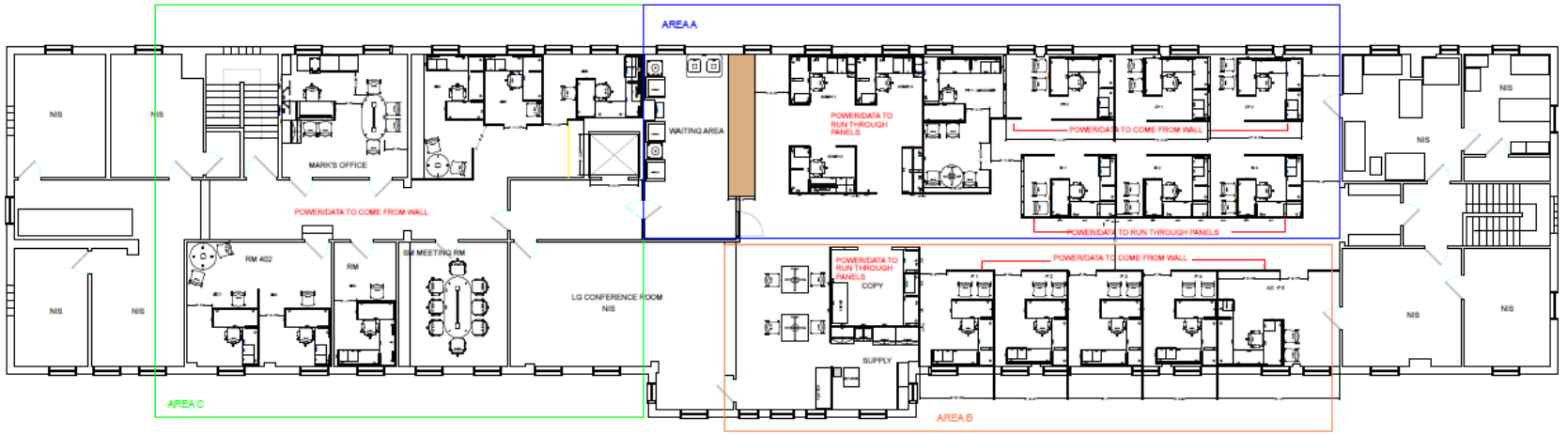
# Development Department

Kane County Government Center
719 Batavia Ave, Bld. A
Geneva, IL 60134

ORIGINAL EXISTING LAYOUT



NEW PROPOSED LAYOUT



# Cost Proposal

| | |
|---|---|
| Proposing (recommend) | |
| Area A – Development Office | $75,671.72 |
| Area B – OCR and HUD Program | $49,312.93 |
| Allowance/Contingency (electric and data) | $20,000.00 |
| Total | $144,984.65 |
| Alternate (defer) | ~~$50,219.47~~ |
| Area C – North End Offices | |

Proposal

Midwest Office Interiors, Inc.
10330 Argonne Woods Drive-Suite 600
Woodridge, IL 60517
Main Phone: 630.850.8700

**Provided To:**
Kane County
Kane County Dev. & Community Services Dept
719 S Batavia Avenue
Geneva, IL 60134
Attn: Mark VanKerkhoff

**Install Location:**
Kane County, Building A
4th Floor
719 S Batavia Avenue
Geneva, IL 60134

DATE: 8.1.25

| | |
|---|---|
| **Area A Estimated Total** | **$75,671.72** |
| **Area B Estimated Total** | **$49,312.93** |
| **Area C ALT Estimated Total** | **$50,219.47** |
| **GRAND TOTAL** | **$175,204.12** |

**Proposal Provided By:**
Gary Donar, Senior Account Executive
gdonar@midwestofficeinc.com

** Estimated Pricing per drawing provided, uses base grade paints and fabrics. Changes to product, layouts, or selections may change pricing. Pricing provided utilizes OMNIA State & Local contract. As a result of new trade policies, a tariff surcharge may apply to this order. All proposals will be reviewed for applicable tariffs prior to order entry. If tariffs were imposed after the original proposal date, a new proposal will be provided for customer approval prior to order placement. This pricing reflects the price increase that went into effect June 13th per the updated OMNIA contract.

MOI_Kane County 1 of 4

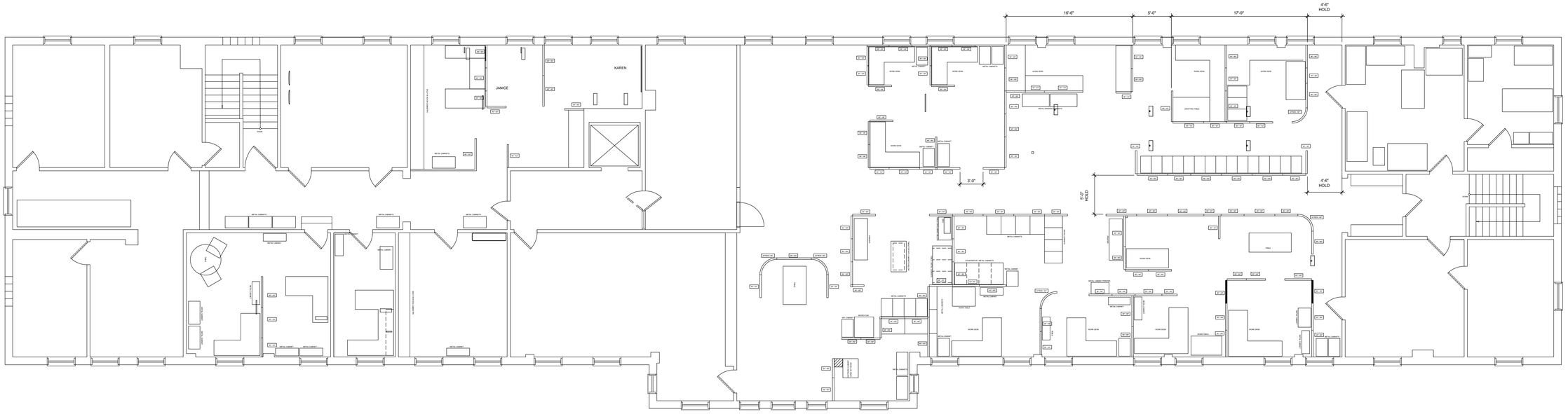
# Budget

- Capital Fund 500.800.805.72010 - $95,671.72
- OCR HUD Program Funding (Line Item #) - $50,219.47
- Total Budget $144,984.65 (includes $20,000 contingency)

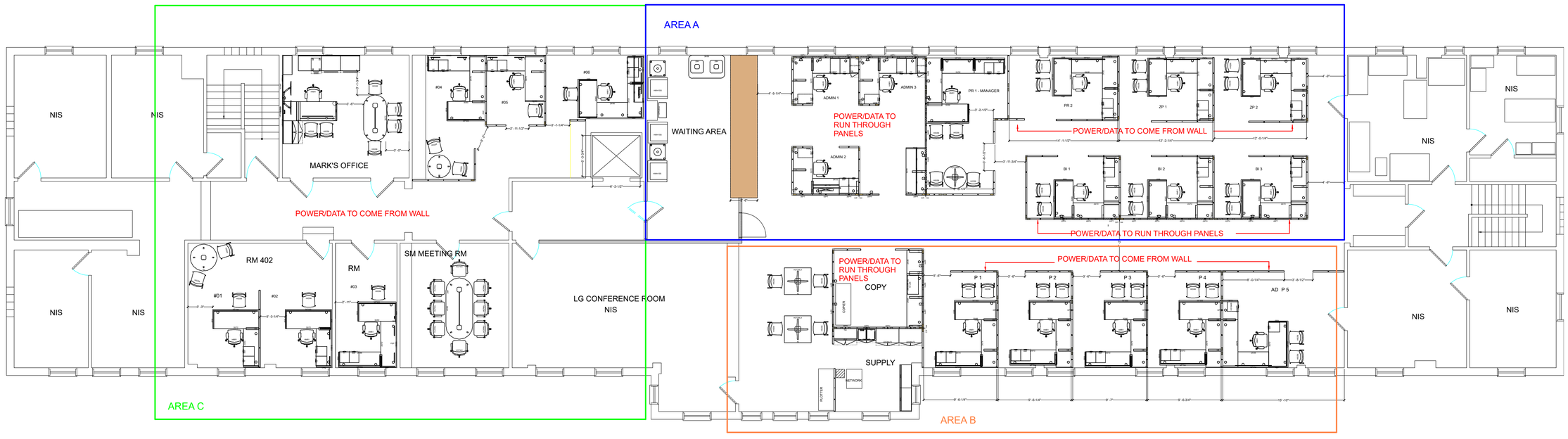
# Recommendation

- Midwest Office Interiors, Inc (existing furniture vendor)
- Resolution authorizing the purchase of furniture and services with Midwest Office Interiors (OMNIA Contract #R191804) for $144,984.65 to renovate the Kane County Development Department

# ORIGINAL EXISTING LAYOUT




# NEW PROPOSED LAYOUT





Midwest Office Interiors

10330 Argonne Woods Drive - Suite 600,
Woodridge, IL 60517
Main Phone: 630.850.8700
www.MidwestOfficeInc.com


CLIENT:
**KANE COUNTY**
BUILDING A, 4TH FL
4TH FLOOR

SHEET TITLE:
**PLANNING & DEV DEPT**
PROPOSED FURNITURE PLAN
rev 7.31.25
36 X 24 SHEET

| | |
|---|---|
| Page/Sheet Number: | 1/11 |
| Account Exec: | GARY DONAR |
| Designer: | junderwood |
| Print Date : | 7/31/2025 |

| REV | REVISION DESCRIPTION | DWN | DATE |
|---|---|---|---|
| 1 | revised floor plan per client request | JU | 8/18/2025 |

File Name/Path:

c:\Users\junderwood\Desktop\kane county 4th fl furn 7.31.25.cmdrw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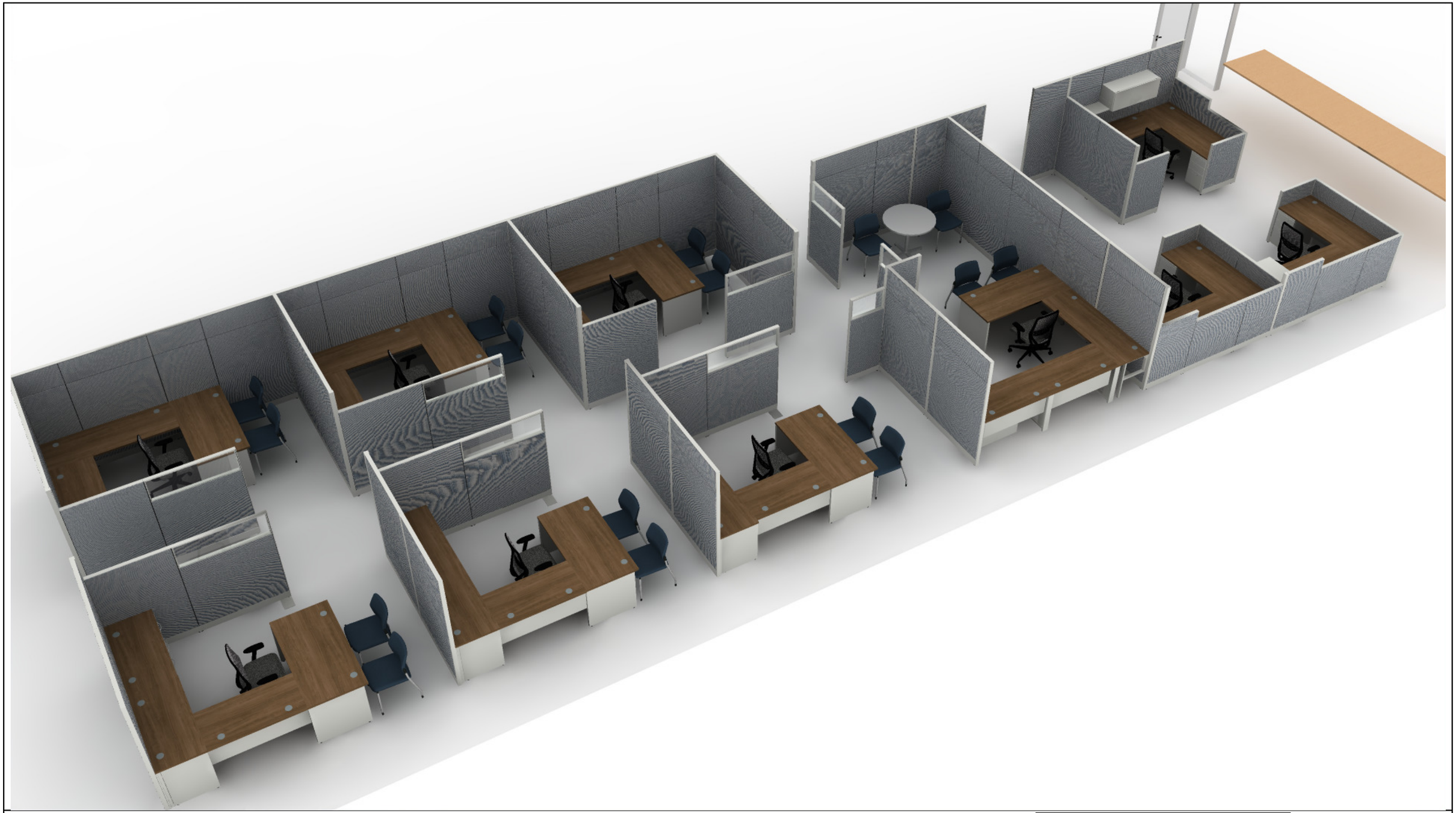

Midwest Office Interiors
10330 Argonne Woods Drive - Suite 600,
Woodridge, IL 60517
Main Phone: 630.850.8700
www.MidwestOfficeInc.com

**KANE COUNTY**
BUILDING A, 4TH FL
PLANNING & DEVELOPMENT DEPT
AREA A - OVERVIEW RENDERING

| | |
|---|---|
| Page/Sheet | 2/11 |
| Account Exec: | GARY DONAR |
| Designer: | junderwood |
| Print Date: | 7/31/2025 |

| REV | REVISION DESCRIPTION | DWN | DATE |
|---|---|---|---|
| 1 | revised floor plan per client request | JU | 4/18/2025 |

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**KANE COUNTY**
BUILDING A, 4TH FL
PLANNING & DEVELOPMENT DEPT
AREA B - OVERVIEW RENDERING

| | |
|---|---|
| Page/Sheet | 3/11 |
| Account Exec: | GARY DONAR |
| Designer: | junderwood |
| Print Date: | 7/31/2025 |

| REV | REVISION DESCRIPTION | DWN | DATE |
|---|---|---|---|
| 1 | revised floor plan per client request | JU | 4/18/2025 |

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10330 Argonne Woods Drive - Suite 600,
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Main Phone: 630.850.8700
www.MidwestOfficeInc.com

**KANE COUNTY**
BUILDING A, 4TH FL
PLANNING & DEVELOPMENT DEPT
AREA C ALT - OVERVIEW RENDERING

| | |
|---|---|
| Page/Sheet | 4/11 |
| Account Exec: | GARY DONAR |
| Designer: | junderwood |
| Print Date: | 7/31/2025 |

| REV | REVISION DESCRIPTION | DWN | DATE |
|---|---|---|---|
| 1 | revised floor plan per client request | JU | 4/18/2025 |

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**KANE COUNTY**
BUILDING A, 4TH FL
PLANNING & DEVELOPMENT DEPT
AREA A- WAITING AREA

| | |
|---|---|
| Page/Sheet | 5/11 |
| Account Exec: | GARY DONAR |
| Designer: | junderwood |
| Print Date: | 7/31/2025 |

| REV | REVISION DESCRIPTION | DWN | DATE |
|---|---|---|---|
| 1 | revised floor plan per client request | JU | 4/18/2025 |

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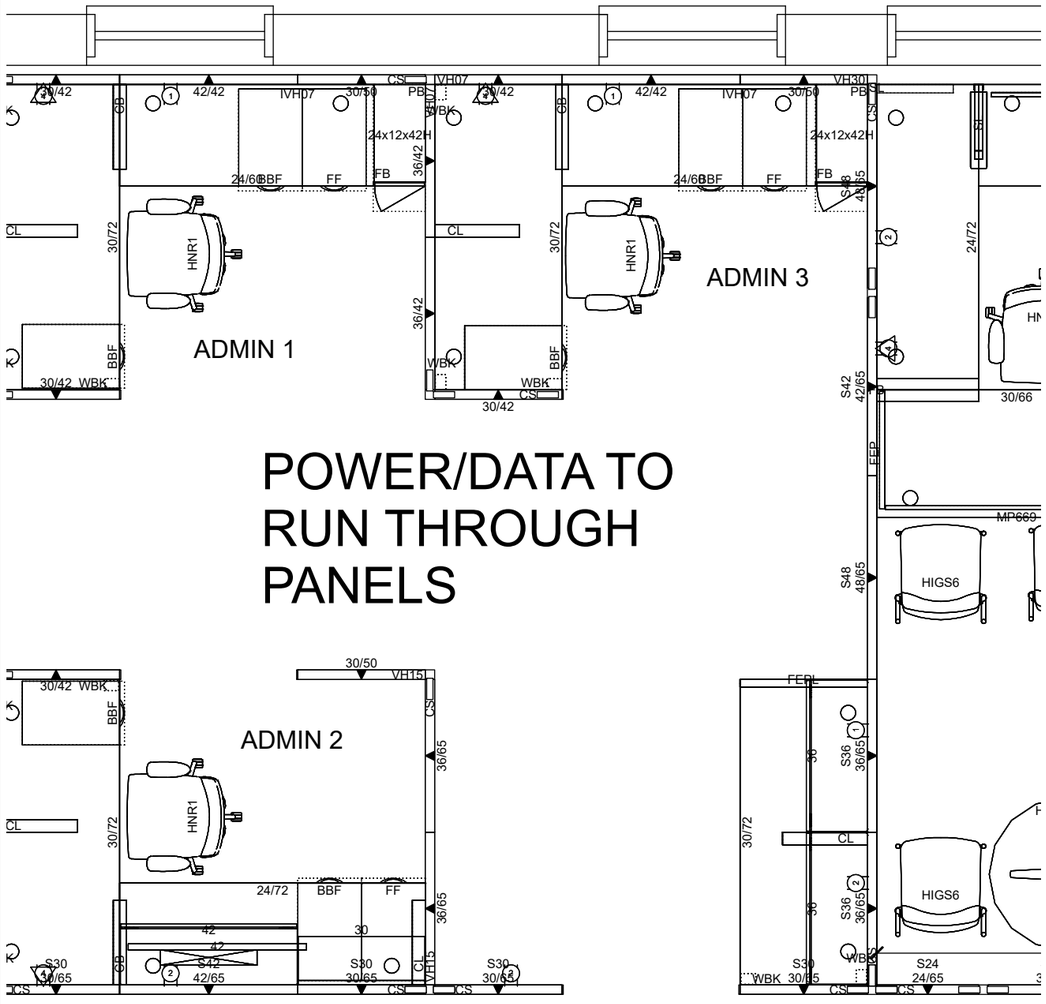


POWER/DATA TO RUN THROUGH PANELS

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Woodridge, IL 60517
Main Phone: 630.850.8700
www.MidwestOfficeInc.com

**KANE COUNTY**
BUILDING A, 4TH FL
PLANNING & DEVELOPMENT DEPT
PH1 -ADMIN AREA - ACCELERATE PANELS

| | |
|---|---|
| Page/Sheet | 6/11 |
| Account Exec: | GARY DONAR |
| Designer: | junderwood |
| Print Date: | 7/31/2025 |

| REV | REVISION DESCRIPTION | DWN | DATE |
|---|---|---|---|
| 1 | revised floor plan per client request | JU | 4/18/2025 |

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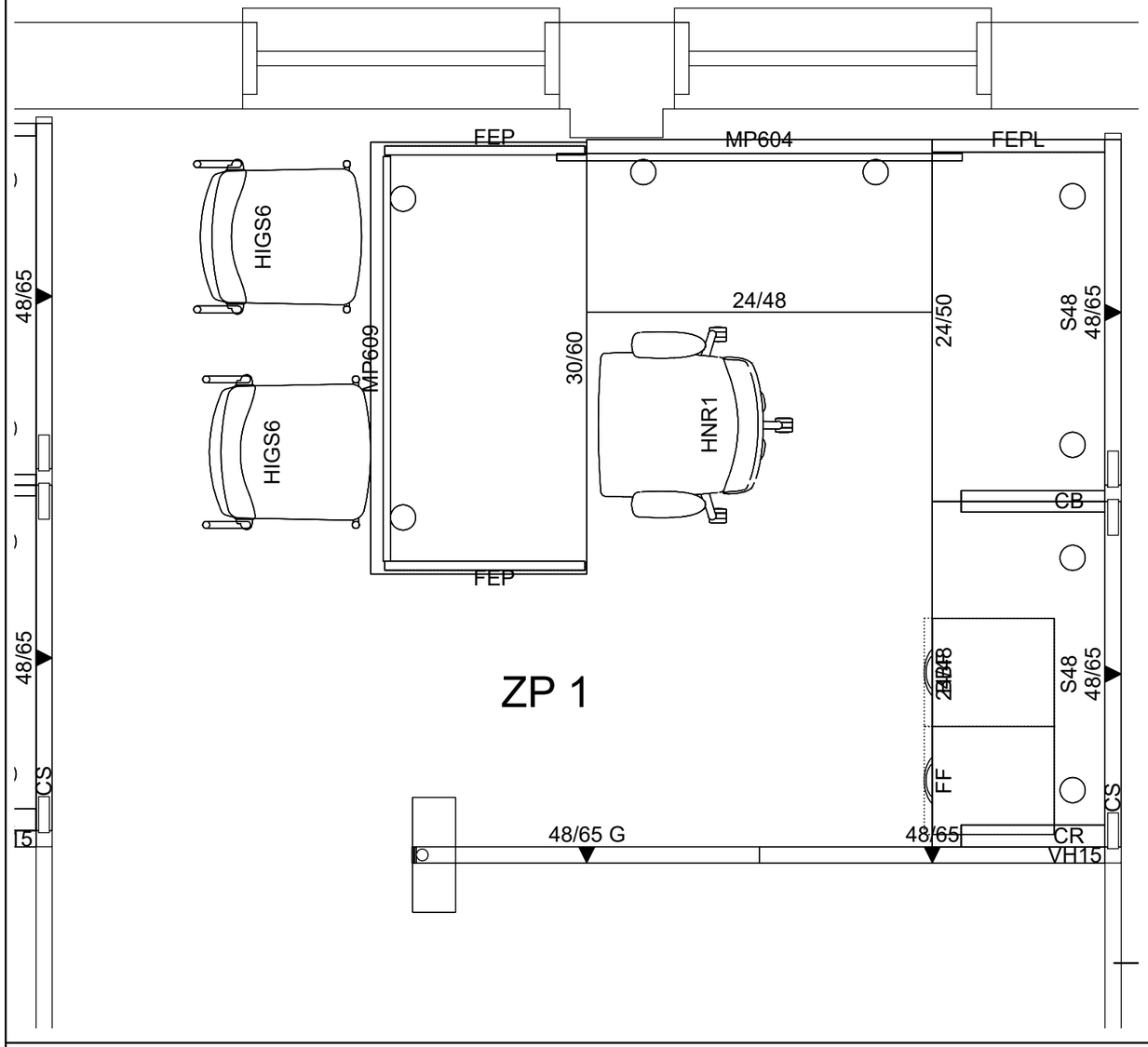

Midwest Office Interiors
10330 Argonne Woods Drive - Suite 600,
Woodridge, IL 60517
Main Phone: 630.850.8700
www.MidwestOfficeInc.com

**KANE COUNTY**

BUILDING A, 4TH FL

PLANNING & DEVELOPMENT DEPT

AREA A -U-SHAPE TYPICAL - ABODE DESKING

| | |
|---|---|
| Page/Sheet | 7/11 |
| Account Exec: | GARY DONAR |
| Designer: | junderwood |
| Print Date: | 7/31/2025 |

| REV | REVISION DESCRIPTION | DWN | DATE |
|---|---|---|---|
| 1 | revised floor plan per client request | JU | 4/18/2025 |

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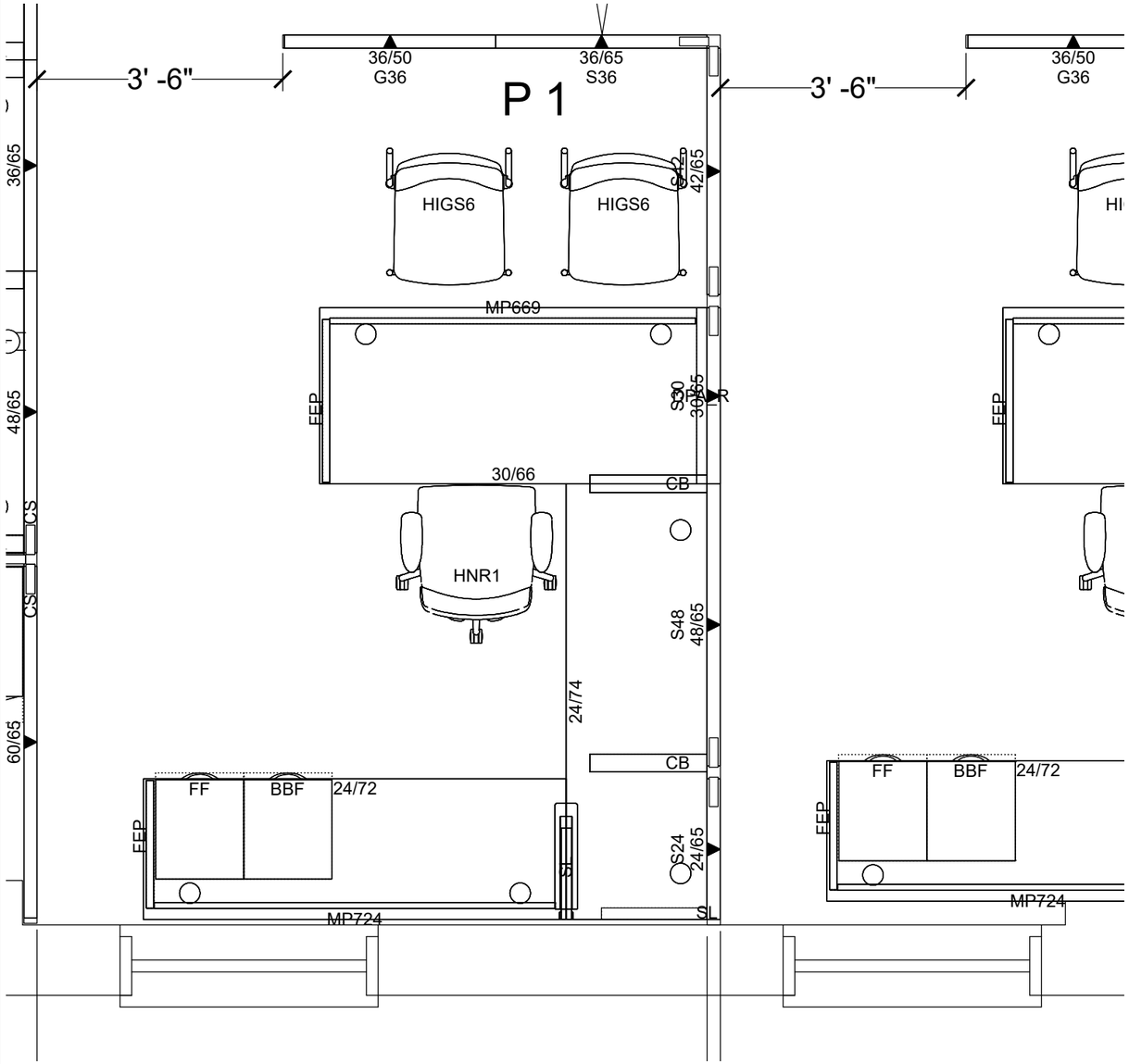

**KANE COUNTY**

BUILDING A, 4TH FL

PLANNING & DEVELOPMENT DEPT

AREA B - U-SHAPE TYPICAL - ABODE DESKING

Midwest Office Interiors

10330 Argonne Woods Drive - Suite 600,
Woodridge, IL 60517
Main Phone: 630.850.8700
www.MidwestOfficeInc.com

| | |
|---|---|
| Page/Sheet | 8/11 |
| Account Exec: | GARY DONAR |
| Designer: | junderwood |
| Print Date: | 7/31/2025 |

| REV | REVISION DESCRIPTION | DWN | DATE |
|---|---|---|---|
| 1 | revised floor plan per client request | JU | 4/18/2025 |

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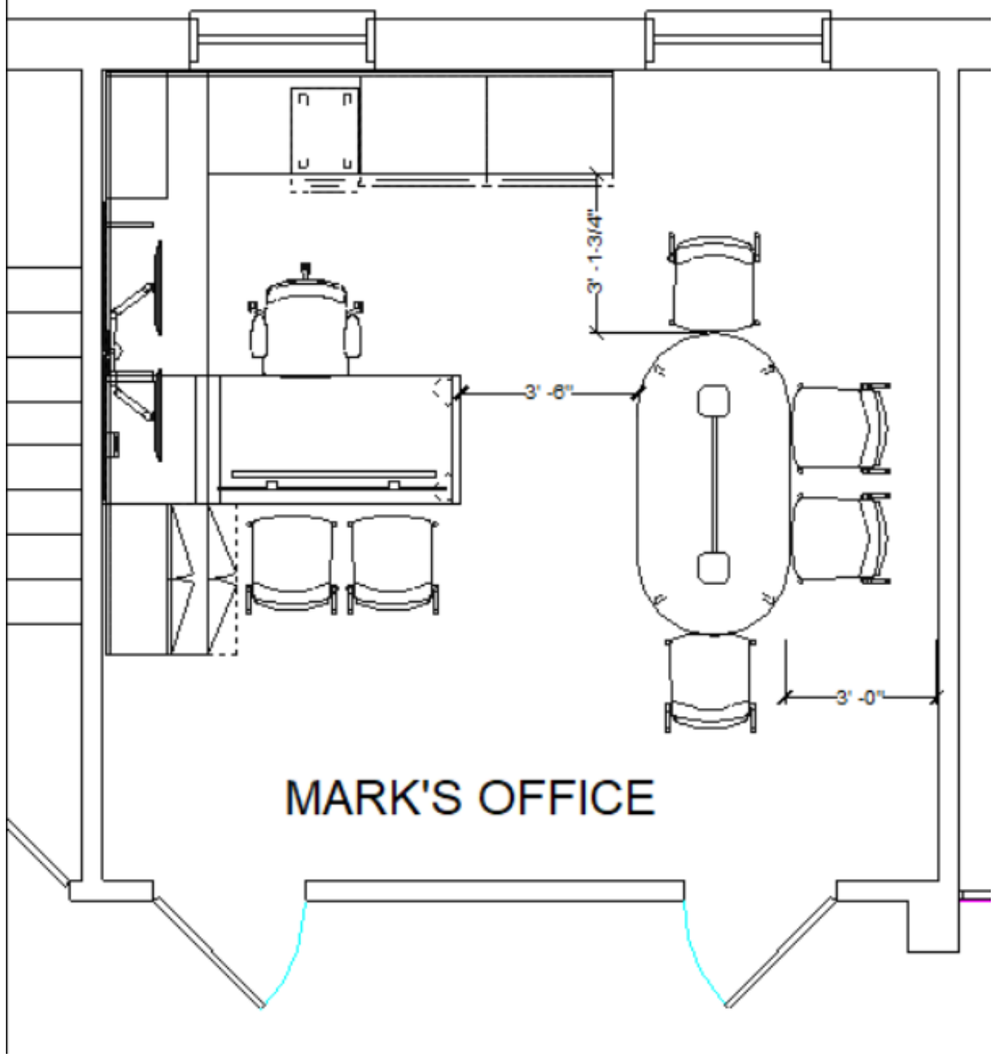

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**KANE COUNTY**
BUILDING A, 4TH FL
PLANNING & DEVELOPMENT DEPT
AREA C ALT - MARK'S OFFICE

| | |
|---|---|
| Page/Sheet | 9/11 |
| Account Exec: | GARY DONAR |
| Designer: | junderwood |
| Print Date: | 7/31/2025 |

| REV | REVISION DESCRIPTION | DWN | DATE |
|---|---|---|---|
| 1 | revised floor plan per client request | JU | 4/18/2025 |

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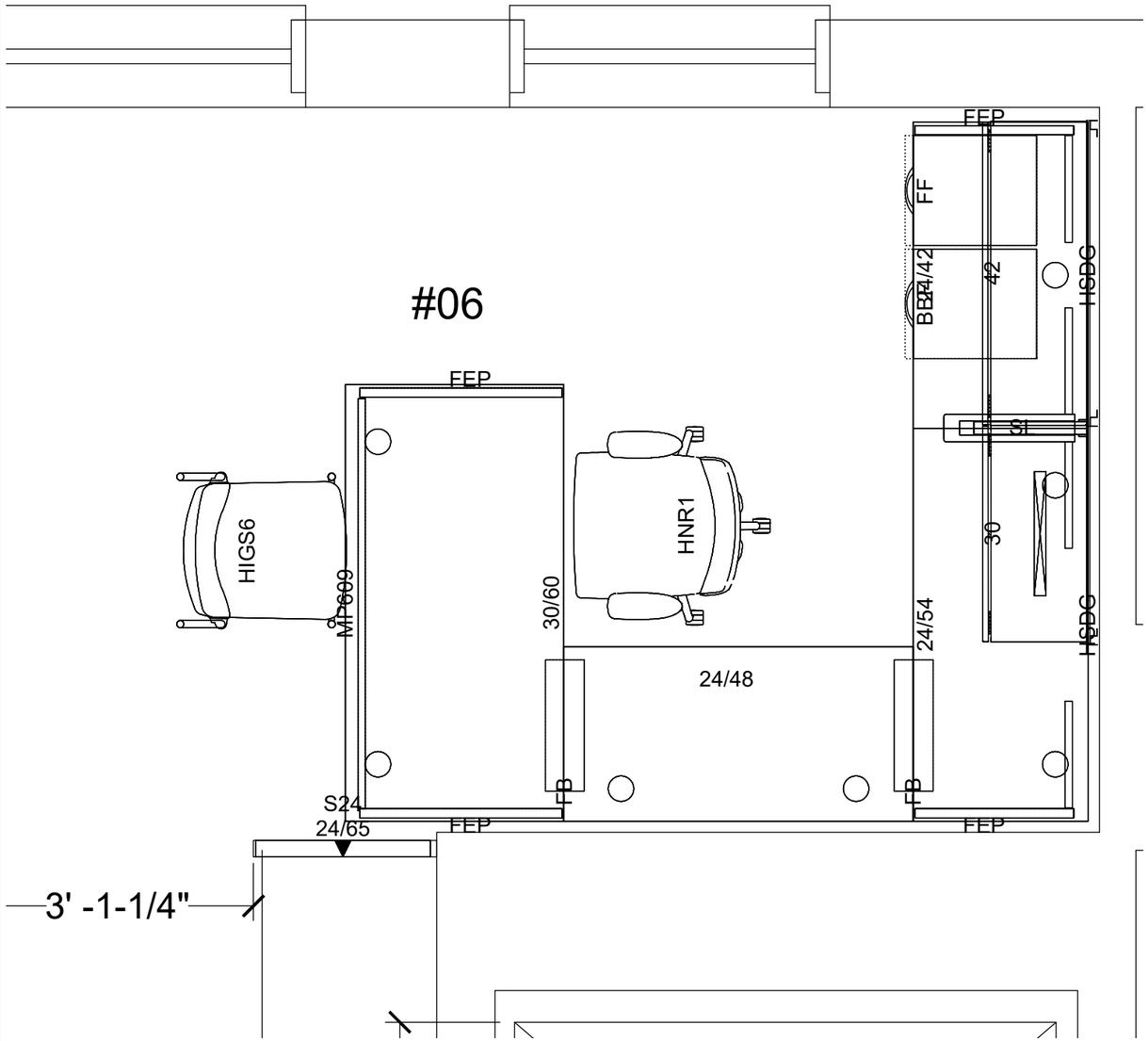
File Name: c:\Users\junderwood\Desktop\kane county 4th fl furn 7.31.25.cmdrw

U-SHAPE TYPICAL PLAN: SOME OPTIONS FREESTANDING, SOME PANEL SUPPORTED, OVERHEAD STORAGE OPTIONAL (SHOWN)



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Woodridge, IL 60517
Main Phone: 630.850.8700
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**KANE COUNTY**
BUILDING A, 4TH FL
PLANNING & DEVELOPMENT DEPT
AREA C ALT -U-SHAPE TYPICAL - ABODE DESKING

| | |
|---|---|
| Page/Sheet | 10/11 |
| Account Exec: | GARY DONAR |
| Designer: | junderwood |
| Print Date: | 7/31/2025 |

| REV | REVISION DESCRIPTION | DWN | DATE |
|---|---|---|---|
| 1 | revised floor plan per client request | JU | 4/18/2025 |


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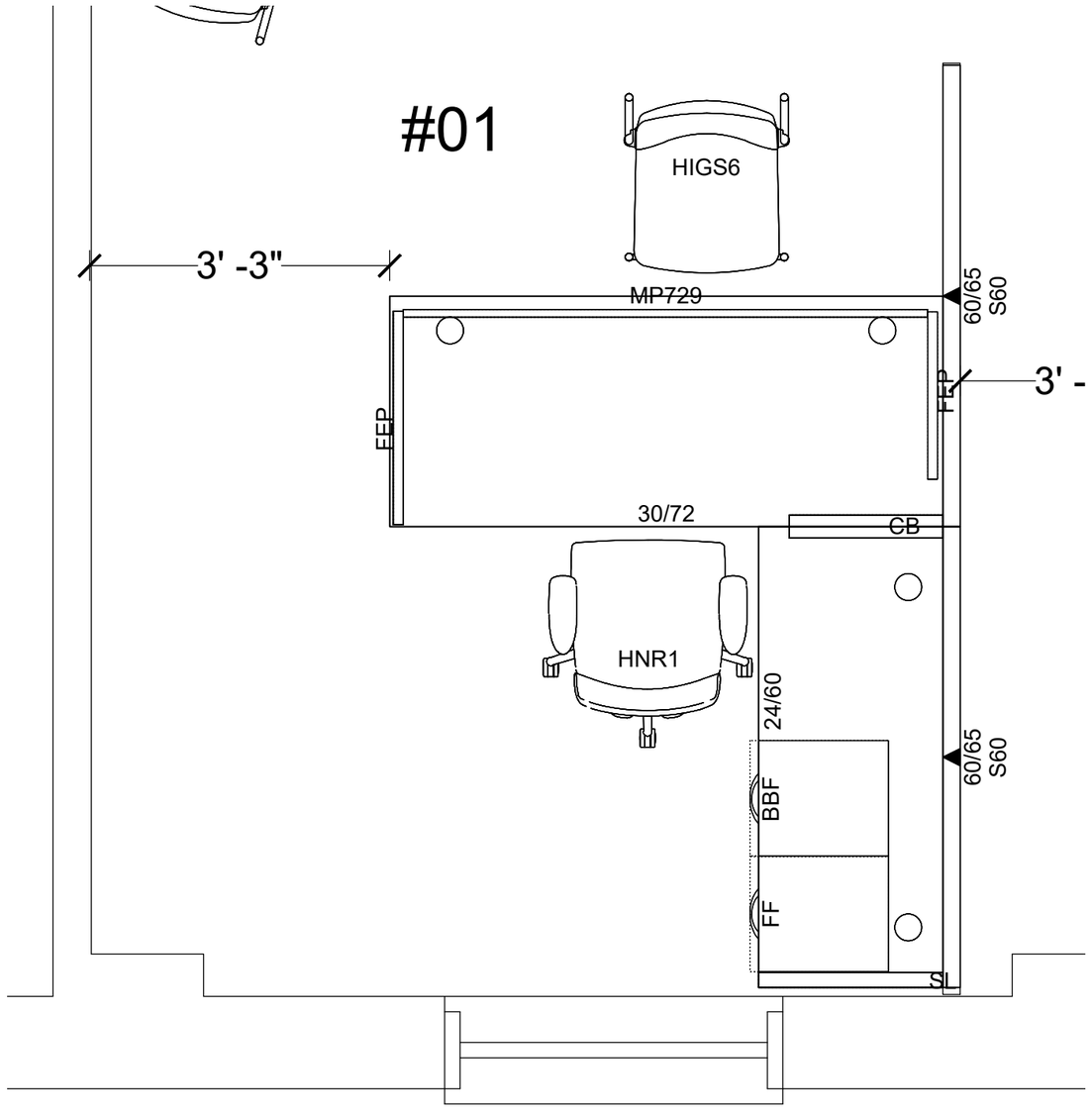
File Name: c:\Users\junderwood\Desktop\kane county 4th fl furn 7.31.25.cmdrw

L-SHAPE TYPICAL PLAN: SOME OPTIONS FREESTANDING, SOME PANEL SUPPORTED, OVERHEAD STORAGE OPTIONAL (NOT SHOWN)



**KANE COUNTY**
BUILDING A, 4TH FL
PLANNING & DEVELOPMENT DEPT
AREA C ALT -L-SHAPE TYPICAL - ABODE DESKING

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| | |
|---|---|
| Page/Sheet | 11/11 |
| Account Exec: | GARY DONAR |
| Designer: | junderwood |
| Print Date: | 7/31/2025 |

| REV | REVISION DESCRIPTION | DWN | DATE |
|---|---|---|---|
| 1 | revised floor plan per client request | JU | 4/18/2025 |

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File Name: c:\Users\junderwood\Desktop\kane county 4th fl furn 7.31.25.cmdrw

# Proposal

Midwest Office Interiors, Inc.
10330 Argonne Woods Drive-Suite 600
Woodridge, IL 60517
Main Phone: 630.850.8700

**Provided To:**

Kane County
Kane County Dev. & Community Services Dept
719 S Batavia Avenue
Geneva, IL 60134
Attn: Mark VanKerkhoff

**Install Location:**

Kane County, Building A
4th Floor
719 S Batavia Avenue
Geneva, IL 60134

DATE: 8.1.25

| | |
|---|---|
| **Area A Estimated Total** | **$75,671.72** |
| **Area B Estimated Total** | **$49,312.93** |
| **Area C ALT Estimated Total** | **$50,219.47** |
| **GRAND TOTAL** | **$175,204.12** |

**Proposal Provided By:**
Gary Donar, Senior Account Executive
gdonar@midwestofficeinc.com

** Estimated Pricing per drawing provided, uses base grade paints and fabrics. Changes to product, layouts, or selections may change pricing. Pricing provided utilizes OMNIA State & Local contract. As a result of new trade policies, a tariff surcharge may apply to this order. All proposals will be reviewed for applicable tariffs prior to order entry. If tariffs were imposed after the original proposal date, a new proposal will be provided for customer approval prior to order placement. This pricing reflects the price increase that went into effect June 13th per the updated OMNIA contract.

# Proposal

Midwest Office Interiors, Inc.
10330 Argonne Woods Drive-Suite 600
Woodridge, IL 60517
Main Phone: 630.850.8700

**Provided To:**

Kane County
Kane County Dev. & Community Services Dept
719 S Batavia Avenue
Geneva, IL 60134
Attn: Mark VanKerkhoff

**Install Location:**

Kane County, Building A
4th Floor
719 S Batavia Avenue
Geneva, IL 60134

DATE: 8.1.25

| | | |
|---|---|---|
| **AREA A:** | **Per Drawings**<br>Waiting Area<br>Admin Area<br>Building Inspector Area<br>Plan Reviewer & Zoning Planners Area | **$58,755.07** |

| | | |
|---|---|---|
| **AREA A FURNITURE** | **Subtotal** | $58,755.07 |
| Estimated Delivery and Installation | | $16,916.65 |
| **Area A Estimated Total** | | **$75,671.72** |

**Proposal Provided By:**
Gary Donar, Senior Account Executive
gdonar@midwestofficeinc.com

** Estimated Pricing per drawing provided, uses base grade paints and fabrics. Changes to product, layouts, or selections may change pricing. Pricing provided utilizes OMNIA State & Local contract. As a result of new trade policies, a tariff surcharge may apply to this order. All proposals will be reviewed for applicable tariffs prior to order entry. If tariffs were imposed after the original proposal date, a new proposal will be provided for customer approval prior to order placement. This pricing reflects the price increase that went into effect June 13th per the updated OMNIA contract.

# Proposal

Midwest Office Interiors, Inc.
10330 Argonne Woods Drive-Suite 600
Woodridge, IL 60517
Main Phone: 630.850.8700

**Provided To:**

Kane County
Kane County Dev. & Community Services Dept
719 S Batavia Avenue
Geneva, IL 60134
Attn: Mark VanKerkhoff

**Install Location:**

Kane County, Building A
4th Floor
719 S Batavia Avenue
Geneva, IL 60134

DATE: 8.1.25

| | | |
|---|---|---|
| **AREA B:** | **Per Drawings**<br>Copy & Storage Area<br>Planner Area | **$39,127.04** |

| | | |
|---|---|---|
| **AREA B FURNITURE** | **Subtotal** | $39,127.04 |
| Estimated Delivery and Installation | | $10,185.89 |
| **Area B Estimated Total** | | **$49,312.93** |

**Proposal Provided By:**
Gary Donar, Senior Account Executive
gdonar@midwestofficeinc.com

** Estimated Pricing per drawing provided, uses base grade paints and fabrics. Changes to product, layouts, or selections may change pricing. Pricing provided utilizes OMNIA State & Local contract. As a result of new trade policies, a tariff surcharge may apply to this order. All proposals will be reviewed for applicable tariffs prior to order entry. If tariffs were imposed after the original proposal date, a new proposal will be provided for customer approval prior to order placement. This pricing reflects the price increase that went into effect June 13th per the updated OMNIA contract.

# Proposal

Midwest Office Interiors, Inc.
10330 Argonne Woods Drive-Suite 600
Woodridge, IL 60517
Main Phone: 630.850.8700

**Provided To:**

Kane County
Kane County Dev. & Community Services Dept
719 S Batavia Avenue
Geneva, IL 60134
Attn: Mark VanKerkhoff

**Install Location:**

Kane County, Building A
4th Floor
719 S Batavia Avenue
Geneva, IL 60134

DATE: 8.1.25

| | | |
|---|---|---|
| **AREA C ALT:** | **Per Drawings**<br>Small Meeting Room<br>Shared Office RM 402<br>Shared Office 1<br>Private Office 3<br>Director's Office | **$36,707.47** |

| | | |
|---|---|---|
| **AREA C ALT FURNITURE** | **Subtotal** | $36,707.47 |
| Estimated Delivery and Installation | | $13,512.00 |
| **Area C ALT Estimated Total** | | **$50,219.47** |

**Proposal Provided By:**
Gary Donar, Senior Account Executive
gdonar@midwestofficeinc.com

** Estimated Pricing per drawing provided, uses base grade paints and fabrics. Changes to product, layouts, or selections may change pricing. Pricing provided utilizes OMNIA State & Local contract. As a result of new trade policies, a tariff surcharge may apply to this order. All proposals will be reviewed for applicable tariffs prior to order entry. If tariffs were imposed after the original proposal date, a new proposal will be provided for customer approval prior to order placement. This pricing reflects the price increase that went into effect June 13th per the updated OMNIA contract.

# OMNIA PARTNERS, PUBLIC SECTOR

**May 1, 2025 – December 31, 2027**
**Contract #R240117**

HON

**Make your space work®**

## THE POWER OF ONE

One call. One vendor. One purchase order. That's what The HON Company and OMNIA Partners, Public Sector deliver. The HON Company designs and manufactures government, education, and workplace furniture including chairs, tables, desks, workstations, and storage. We are a single source for all of your workplace furniture needs, from private offices to training spaces to collaborative areas to archival storage. Headquartered in Iowa, with a distribution network of trusted dealers throughout the US, HON is always around to provide the best possible experience for you and your customers.

## BETTER TOGETHER

The OMNIA Partners, Public Sector contract provides the ability to leverage the combined purchasing power of over 45,000 government agencies resulting in a savings of at least 50% on every HON order. Save time. Reduce cost. Minimize hassles. And leverage the buying power of HON and OMNIA Partners, Public Sector today!

There are no fees, minimums, or obligations to participate! To register or for more information, please visit omniapartners.com.

**Please contact HON Government Customer Support with any questions.**

**Phone** 800-466-8694
**Email** GovernmentSupport@hniworkplacefurnishings.com

| TIER | Total Order at List | Systems & Pedestals | Vertical & Lateral Files, Storage | Tables, Desks, Casegoods and HON Seating | HON Product Limited 5-Year Warranty | Education | HBF Products |
|---|---|---|---|---|---|---|---|
| 1 | 0-$25,000 | 64.70% | 55.40% | 53.30% | 55.30% | 53.30% | 49.00% |
| 2 | $25,001-$75,000 | 65.70% | 56.40% | 55.00% | 56.40% | 55.00% | 49.00% |
| 3 | $75,001-$150,000 | 67.90% | 63.70% | 59.60% | 58.50% | 56.50% | 52.00% |
| 4 | $150,000 and above | Negotiated | Negotiated | Negotiated | Negotiated | Negotiated | Negotiated |

The HON Company
200 Oak Street
Muscatine, IA 52761
800.833.3964 | hon.com

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**REGION 4 EDUCATION SERVICE CENTER (ESC)**

**Contract # R240117**

**for**

**FURNITURE, INSTALLATION, AND RELATED SERVICES**

**with**

**THE HON COMPANY LLC**

Effective: December 17, 2024

The following documents comprise the executed contract effective: December 17, 2024

I. Vendor Contract and Signature Form

II. Supplier's Response to the RFP

III. Request for Proposal and Any Addenda, incorporated by reference

*APPENDIX A*

***CONTRACT***

*This Contract ("Contract") is made as of December 17, 2024 by and between The HON Company LLC ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of* FURNITURE, INSTALLATION, AND RELATED SERVICES *("the products and services").*

**RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number RFP 24-01 for FURNITURE, INSTALLATION, AND RELATED SERVICES ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

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

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The initial term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. Notwithstanding the forgoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

i. Providing material that does not meet the specifications of the Contract;
ii. Providing work or material was not awarded under the Contract;
iii. Failing to adequately perform the services set forth in the scope of work and specifications;
iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract. Notwithstanding the foregoing, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

    Additional Delivery/Installation Charges: Contractor may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Contractor and can only be charged on a per individual project basis.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to

moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo

or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

Docusign Envelope ID: 3058C82B-F5B5-4A64-A7E6-06D9120ED8F2

## OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, 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.

| | |
|---|---|
| Company Name | The HON Company LLC |
| Address | 600 East 2nd Street |
| City/State/Zip | Muscatine, IA 52761 |
| Telephone No. | 800-466 -8694 |
| Email Address | contractmanager@honcompany.com |
| Printed Name | Eric Schroeder |
| Title | Vice President, Finance - HNI Workplace Furnishings |
| Authorized signature | |

DS Initial

**Accepted by Region 4 ESC:**

Corrected to 12/31/2027

Contract No. R240117

Initial Contract Term 12/17/2024 to ~~10/31/2027~~

Region 4 ESC Authorized Board Member — Date: 12/17/2024

Linda Tinnerman
Print Name

Region 4 ESC Authorized Board Member — Date: 12/17/2024

Victor E. White
Print Name

## Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

**Check one of the following responses:**

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

*(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.) 8/13/24 Review

The HON - 10/15/24 - Per Region 4 - all Region 4 exceptions approved

| Section/Page | Term, Condition, or Specification | Exception/Proposed Modification | Accepted (For Region 4 ESC's use) |
|---|---|---|---|
| Appendix A, Section 10. Adding Authorized Distributors/Dealers, P.2 | Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing. | ~~Contractor is prohibited from authorizing a~~Additional distributors or dealers, other than those identified at the time of submitting their proposal, can be added by Contractor to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time ~~it wishes to add~~ an authorized distributor or dealer is added to their dedicated website. Purchase orders and payment ~~can only~~ may be made to the Contractor or authorized dealer ~~unless otherwise approved by Region 4 ESC~~. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing. | New |

| | | | |
|---|---|---|---|
| Appendix A, Section 11. Termination of Contract, a) Cancellation for Non-Performance or Contractor Deficiency, P.2-3 | Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC. | Upon receipt of a written deficiency notice, Contractor shall have a reasonable opportunity to cure and ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC. | |
| Appendix A, Section 11. Termination of Contract, c) Delivery/Service Failures., P.3 | Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred. | Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC for comparable products in function, cost, and design, within a reasonable time period, for all expenses incurred. | New |
| Appendix A, Section 11. Termination of Contract, e) standard cancellation, P.3 | Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. | Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order and Contractor will be compensated for work in progress. | New |
| Appendix A, Section 14 Delivery, P.4 | Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing. | Conforming product shall be shipped within the timeframe mutually agreed to by the Vendor and the Purchasing Agency ~~7 days of receipt of Purchase Order~~. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing. | Similar to current language |

| | | | |
|---|---|---|---|
| Appendix A, Section 28 Stored Materials, P.6 | Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance. | Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the ~~Contractor~~ party in control of the location against loss and damage, unless otherwise agreed to by Contractor and Region 4 ESC. ~~Contractor~~ The insuring party agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until ~~final acceptance~~ delivery into Region 4 ESC control ~~by Region 4 ESC~~, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon Region 4 ESC's acceptance of non-defective, undamaged, product at time of delivery ~~final acceptance~~. | Similar to current language |
| Appendix A, Section 30 Indemnity, P.6 | Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas. | Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses to the extent caused by ~~arising out of or resulting from~~ the negligent actions or willful misconduct of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas. | New |

| | | | |
|---|---|---|---|
| Exhibit A, Section 1.1 Requirement, P.31 | All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state. | All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier or Supplier's Authorized Dealer and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier or Authorized Dealer for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier and/or Authorized Dealer is responsible for knowing the tax laws in each state. | New |
| Exhibit A, Section 2.2 Pricing Commitment, P.34 | Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement. | ~~Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.~~<br><br>Supplier commits that price shall be equivalent to other cooperative state and local contracts held by the Supplier, buying the same product mix, for the same geographical areas, under the same terms and conditions. | Similar to current language |

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| Exhibit B, Section 13 Administrative Fee Reporting, P.44 | Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. | Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 15~~0~~th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. | OMNIA Partners will discuss with HON - OK allows for more time to report/pay |
| Exhibit B, Section 14 Administrative Fee Payment, P.44 | Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full. | Administrative Fee payments are to be paid by Supplier to OMNIA Partners within 30 days of calendar month end, ~~at the frequency and on the due date stated in Section 13, above,~~ for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full. | OMNIA Partners will discuss with HON OK allow more time |

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| Exhibit F, Federal Funds Certifications, Overview P.53 | The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contract shall contain the following provisions. | The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contract shall contain the following provisions, as applicable, when federal funds are utilized on a project. It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under this contract and/or purchase order prior to offeror's acceptance of the order. | Acknowledged of Exhibit F, HON as completed the Exhibit F documents as part of the response |
| Exhibit F, Federal Funds Certifications, Appendix II to Part 200, P.57 | The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable. | The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable, when federal funds are utilized on a project. It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under this contract and/or purchase order prior to offeror's acceptance of the order. | |
| Exhibit F, Federal Funds Certifications, Record Retention Requirements for Contracts Involving Federal Funds, P.60 | When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. | When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under the resulting contract and/or purchase order prior to offeror's acceptance of the order. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. | |

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| Exhibit F, Federal Funds Certifications, Certification of Compliance with Energy Policy and Conservation Act, P.60 | When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18). | When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18). It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under the resulting contract and/or purchase order prior to offeror's acceptance of the order. | |
| Exhibit F, Federal Funds Certifications, Certification of Compliance with Buy America Provisions, P.60 | To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. | To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that when requested prior to offeror's acceptance of an order, offeror will certify whether its individual products comply to ~~with all~~ applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. | |

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| Exhibit F, Federal Funds Certifications, Certification of Compliance with Buy America Provisions, (1) P.60 | The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. | The Contractor agrees, that when requested prior to Contractor's acceptance of an order, to certify whether its individual products comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. | |
| Exhibit F, Federal Funds Certifications, Certification of Compliance with Buy America Provisions, Certificate of Compliance, P.60 | The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11. | The proposer hereby certifies that when requested prior to proposer's acceptance of an order, it will certify whether its individual products comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11. | |
| Exhibit F, Federal Funds Certifications, Certification of Compliance with Buy America Provisions, Certificate of Compliance, P.61 | The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661. | The proposer hereby certifies that when requested prior to proposer's acceptance of an order, it will certify whether its individual products comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661. | |
| Exhibit F, Federal Funds Certifications, Certification of Applicability to Subcontractors, P.62 | Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions. | Offeror agrees that all dealer subcontracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions. | |

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| Exhibit F, Federal Funds Certifications, Community Development Block Grants, P.62 | Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract. | Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided and Offeror is notified prior to order placement, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract. | |
| Exhibit F, Federal Funds Certifications, Community Development Block Grants, P.62 | Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above. | Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above and as applicable. | |
| Exhibit F, Federal Funds Certifications, FEMA and Additional Federal Funding Special Conditions, P.64 | (Initial Paragraph to this Section)<br>By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities. | (Initial Paragraph to this Section)<br>By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities, when applicable, federal funding is utilized, and Supplier is notified prior to order placement that the product and services are needed for a disaster or emergency situation. | |
| Exhibit F, Federal Funds Certifications, FEMA and Additional Federal Funding Special Conditions, P.66 | **Federal Requirements**<br>If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized. | **Federal Requirements**<br>If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when applicable, federal funding ~~may be~~ is utilized, and Contractor is notified prior to order placement. | |

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| Exhibit F, Federal Funds Certifications, FEMA and Additional Federal Funding Special Conditions, 3. Equal Employment Opportunity, Item 8, P.68 | The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:<br><br>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. | The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every dealer subcontract ~~or purchase order~~ unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each dealer subcontractor ~~or vendor~~. The contractor will take such action with respect to any dealer subcontract ~~or purchase order~~ as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:<br><br>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a dealer subcontractor ~~or vendor~~ as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. | |
| Exhibit F, Federal Funds Certifications, FEMA and Additional Federal Funding Special Conditions, Sign-Off, P.81 | Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation, as applicable. | Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation~~.~~, as applicable. | |

# 24-01 Addendum 6
# The HON Company LLC
# Supplier Response

## Event Information

Number: 24-01 Addendum 6
Title: Furniture, Installation, and Related Services
Type: Request for Proposal
Issue Date: 4/11/2024
Deadline: 6/13/2024 02:00 PM (CT)
Notes: Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system: region4esc.ionwave.net.

**No manual, emailed, or faxed proposals will be accepted.**

**NON-MANDATORY PRE-PROPOSAL CONFERENCE #2**

**Meeting to be held on**
**Wednesday, May 1, 2024 at 10:00 am CST**
**via ZOOM. Click here to join.**

Meeting to be held on
Wednesday, April 24, 2024 at 10:00 am
via ZOOM. Click here to join.

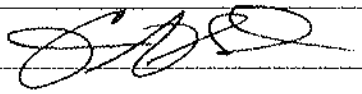
Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Procurement and Operations Specialist.

## Contact Information

Address: Finance and Operations
7145 West Tidwell Road
TX 77092
Email: questions@esc4.net

## OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, 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.

| | |
|---|---|
| Company Name | The HON Company LLC |
| Address | 600 East 2nd Street |
| City/State/Zip | Muscatine, IA 52761 |
| Telephone No. | 800-466-8694 |
| Email Address | contractmanager@honcompany.com |
| Printed Name | Eric Schroeder |
| Title | Vice President, Finance - HNI Workplace Furnishings |
| Authorized signature |  |

**Accepted by Region 4 ESC:**

Contract No. _____

Initial Contract Term_____to _____

_____ _____
Region 4 ESC Authorized Board Member Date

_____
Print Name

_____ _____
Region 4 ESC Authorized Board Member Date

_____
Print Name

## The HON Company LLC Information


Contact: Christine McCormick
Address: 600 E 2nd Street
Muscatine, IA 52761
Phone: (800) 466-8694
Email: contractmanager@honcompany.com
Web Address: www.hon.com


By submitting your response, you certify that you are authorized to represent and bind your company.

Eric Schroeder
*Signature*

contractmanager@honcompany.com
*Email*

*Submitted at 6/10/2024 11:47:58 AM (CT)*

## Requested Attachments

### OFFER AND CONTRACT SIGNATURE FORM

OFFER AND CONTRACT SIGNATURE FORM_HON.pdf

Please complete the Offer and Contract Signature Form, located on the Attachments tab, and upload the completed document here.

### Appendix B - Terms & Conditions Acceptance Form

Appendix B - Terms Conditions Acceptance Form.pdf

Please complete the Terms & Conditions Acceptance Form, located on the Attachments tab, and upload the completed document here.

### Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

Acknowledgment and Acceptance of Region 4 ESCs Open Records Policy.pdf

Please complete the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy, located on the Attachments tab, and upload the completed document here.

### OMNIA Partners - Exhibit F Federal Funds Certifications

Exhibit F - Federal Funds Redlined_HON.pdf

Please complete the OMNIA Partners - Exhibit F Federal Funds Certifications, located on the Attachments tab, and upload the completed documents here.

### Value Add

Attribute 52_Value Add_HON 632024.pdf

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract. Furniture can be included as a Value-Add, include any fees such as installation, delivery options, setup/cleaning, classroom design/layout, special orders, etc.

### Antitrust Certification Statements

Antitrust Certification Statements_HON.pdf

Please complete the Antitrust Certification Statements, located on the Attachments tab, and upload the completed document here.

### Certificate of Interested Parties (Form 1295)

Certificate of Interested Parties (Form 1295)_HON.pdf

Must complete the form online at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

### Diversity Program Certifications

*No response*

If there are any diversity programs, provide a copy of their certification.

### Minority Women Business Enterprise Certification

*No response*

Please upload Minority Women Business Enterprise Certification if applicable.

**Submit FEIN and Dunn & Bradstreet report.**

FEIN and Dunn & Bradstreet report_HON.pdf

Upload FEIN and Dunn & Brandstreet report here.

**Products and Pricing**

Pricers_HON HBF.zip

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

**Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification**

*No response*

Please upload Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification if applicable.

**Historically Underutilized Business (HUB) Certification**

*No response*

Please upload Historically Underutilized Business (HUB) Certification if applicable.

**Texas Government Code 2270 Verification Form**

Texas Government Code 2270 Verification Form_HON.pdf

Please complete the Texas Government Code 2270 Verification Form, located on the Attachments tab, and upload the completed document here.

**Additional Agreements Offeror will require Participating Agencies to sign.**

*No response*

Upload any additional agreements offeror will require Participating Agencies here.

**Historically Underutilized Business Zone Enterprise (HUBZone)**

*No response*

Please upload Historically Underutilized Business Zone Enterprise (HUBZone) if applicable.

**Other recognized diversity certificate holder**

*No response*

Please upload other recognized diversity certificate holder if applicable.

**OMNIA Partners - Exhibit F Federal Funds Certifications**

Exhibit F - Federal Funds Redlined_HON.pdf

Please complete the OMNIA Partners - Exhibit F Response for National Cooperative Contract located on the Attachments tab and upload the completed documents here.

**OMNIA Partners - Exhibit G New Jersey Business Compliance**

OMNIA Partners - Exhibit G New Jersey Business Compliance_HON.pdf

Please complete the OMNIA Partners - Exhibit G New Jersey Business Compliance forms, located on the Attachments tab, and upload the completed documents here.

## Response Attachments

**Attribute 12_Warranty_HON HBF.pdf**

Warranty

**Attribute 47_Authorized Distributors Dealers Listing_HON.pdf**

Authorized Distributors Dealers Listing

**HNI_2022_CSR_Report.pdf**

HNI 2022 CSR Report

**HON COI.pdf**

HON Certificate of Insurance

**HON Cover Letter.pdf**

HON Cover Letter

**Products and Pricing_HON Discount Matrix.pdf**

HON Discount Matrix

## Bid Attributes

**1 Oral Communication**

Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

☑ I have read and agree.

**2 Scope of Work**

Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance below.

☑ I have read and agree.

**3 Terms and Conditions**

Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance below.

☑ I have read and agree.

**4 Products/Pricing - Upload on Response Attachments Tab**

Offerors shall provide pricing based on a discount from a manufacturer's price list, or fixed price, or a combination of both with indefinite quantities. Offeror may offer their complete product, and service offering as a balance of line. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apple, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. Price lists must contain the following: (if applicable)

- Manufacturer Part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

**5 Is pricing available for all products and services?**

☑ Yes

☐ No

**6 List the category or categories you are offering.**

HON and HBF are proposing their complete catalog of products and services including, but not limited to, the following categories: Systems Furniture; Freestanding Furniture; Seating/Chairs; Soft Seating; Filing Systems; Storage and Equipment; Cafeteria Furniture; Learning Spaces Furniture; Educational Office Furniture; Related and Ancillary Products, Accessories, and Solutions; and Services and Support Solutions

**7 Furniture Offerings**

New, Used, Parts, Accessories, Service and Repair, Trade-Ins, Leasing/Financing and providing pricing structure for each of these items.

Our proposal includes access to all new HON and HBF products and accessories; these products are offered based upon a discount off of list pricing. If you're interested in purchasing parts for our products, our Customer Support or an approved authorized dealer can provide pricing and support. Used furniture, trade-ins, leasing/financing options, service and repairs not covered by our warranty are not offered by The HON Company. Our authorized dealers may provide a quote a case-by-case basis, however these offerings will not be included as part of our contract offering.

**8 Minimum Quantities**

Describe any minimums quantities.

There are no minimum quantity requirements for the OMNIA Region 4 contract. We offer an attractive discount structure which provides higher discounts based upon the list size of the order, including a negotiated tier for large projects.

**9 Custom or special orders**

What is the ability to provide custom or special order furniture products? Include catalogs and any fees related to custom or special orders.

HON offers a wide array of product choices from tables to seating to systems components.? However, in the instance you cannot find a solution that works for your project, we offer the option to customize our standard products.??Pricing for our customized products is dependent upon the modification requested; list pricing for the custom item will be provided at time of request on a case-by-case basis. Customized list prices are not included in our standard list pricer. ? HNI and HON are well versed in creating solutions to meet a customer's specific needs. Approximately 85% of our large projects contain customs that range from fabrics and finishes to the use of new materials, or alterations to existing products, or the creation of new solutions. We have a dedicated Tailored Products Group (TPG) who works closely with our sales team and customers to confirm the quality and safety of our customized products. Our Close the Deal (CTD) team physically mocks-up a sample of commonly large orders and significant specials, allowing us to evaluate the custom product itself and in the context of its eventual environment to ensure it meets all requirements.? Custom product for large jobs is essentially a single customer standard. All prints and bills of material are executed at the same level as a standard product. Once they are initially completed, they flow seamlessly thereafter. Our TPG team meets daily with Operations and Supply Chain to ensure the custom requests in house advance as planned, and to review new requests to make sure the entire team is prepared and committed.? We offer an ability to deliver tailored product solutions in a seamless manner. Because HON manufactures our special applications products in-house, we have much better control of quality, cost, lead times, and warranty than other manufacturers. It's the best of both worlds: the responsiveness of a custom shop, with the resources of a large manufacturer.? Specials may include:? • Custom sizes? • Special laminate requests – fulfilling requests for laminates not available in our standard offering • Special paint finishes – assisting with requests for competitor's paint colors • Special fabric applications – accommodating requests for products with more than two fabrics • And MORE!? Please contact your dealer partner or salesperson, to start the custom process.?If the special is approved, a list price will be provided, and it will be assigned a "SPL" model number to manage the product through the order process.

**10 Describe ordering methods, tracking, and reporting.**

HON will be utilizing our nationwide network of authorized dealer partners to provide quoting, ordering, delivery, and services to our mutual customers. Summary of the ordering process: contact an authorized dealer, who will provide a detailed quote and instructions on how to create a PO; send the completed PO to the authorized dealer, who will review your order for accuracy and submit it directly to HON; HON and our authorized dealer, will work through delivery, installation, and issue resolution. HON and HNI use a supply-chain visibility platform named FourKites for tracking HON shipments. This service provides our Customer Support teams with real-time updates and visibility to shipments across the country. Authorized dealers place orders using a specific contract number assigned to the OMNIA contract for ease and accuracy of capturing OMNIA associated sales volume to meet reporting requirements and deadlines.

**11 Shipping Costs**

Describe any shipping charges.

1. Describe delivery charges along with definitions for:
   a. Dock Delivery
   b. Inside Delivery
   c. Deliver and Install

Deliveries shall be freight prepaid, FOB Destination and will be included in all pricing offered unless otherwise stated in writing. ? Dock delivery is included in our offered discounts and requires purchaser to off-load the shipment. Delivery location must have a dock and proper 53' trailer clearance. ? Inside delivery includes the authorized dealer off-loading the product into the facility. ? Deliver and Install includes receipt, inspections, and assembly of items delivered to specified areas of the facility by the authorized dealer. Additional charges will apply for inside delivery and installation which will be quoted on a project-by-project basis.

12 **Warranty Pricing**

Provide pricing for warranties on all products and services.

HON products are backed by the industry-leading HON Full Lifetime Warranty at no additional cost to the customer. In the unlikely event that any HON product or component covered by the HON Full Lifetime Warranty should fail under normal workplace use as a result of defective material or workmanship, HON will replace any product that can't be repaired with comparable product, or refund the purchase price. The complete terms of the warranty are available at hon.com/warranty. Please view Attribute 12_Warranty attachment for a printed version.

13 **Describe any return or restocking fees.**

HON's dealer network works closely with customers to ensure product needs are clearly identified and that the product selections meet these needs. Therefore, the need to return is minimal. In the event a return is being considered, the dealer will assist the customer in this process. Most HON and HBF products are made-to-order, so restocking is not usually viable. Returns for made-to-order products, if approved, that are not a result of damage, order entry error, etc., may be subject to a return fee of up to 45% of the invoiced amount plus the cost of return freight. Upon receipt of necessary information regarding the return, HON or HBF will issue a return authorization to the customer outlining items to be returned and where the items should be shipped. All returns must be made within 30 days after the return authorization is issued. Merchandise must be returned in the original shipping cartons with proper inner packing and is subject to inspection before acceptance.

14 **Discounts or Rebates**

Describe any additional discounts, special offers, promotions or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Not all needs are the same, from a single project to outfitting multiple buildings of office furniture, HON is willing to work with our customers to create a tailored product and pricing solution. Below are some typical examples of the added ways HON can support our customer's procurement requirement needs. These incentives are negotiated on a per opportunity basis: • Additional pricing incentives for sole source agreements, committed volume, bulk buys and product standardization. • As noted above, we also offer negotiable pricing on individual projects based upon total list order size.

15 **Verification of Contract Pricing**

Describe how customers verify they are receiving Contract pricing.

Ensuring Participating Agencies feel confident they are receiving accurate pricing and products under our Master Agreement is important to HON. There are multiple ways in which we approach compliance. For example, our Business Development Managers work one-on-one with each of our nationwide network of authorized dealers to ensure they are properly trained on the products, pricing, and requirements of the OMNIA Partners contract. HON has developed several tools our dealers can utilize to ensure eligible contract users receive accurate pricing, they include Compass and the Contract Summary Document. Please view Attribute #82 for more information about ensuring accurate contract pricing.

16 **Payment Methods**

Describe payment terms and methods offered. Indicate if payment will be accepted via credit card. If so, may credit card payment(s) be made online? Also state the Convenience Fee, if allowable, per the Visa Operating Regulations.

Payments can be made to The HON Company via check, credit card, EFT, ACH, or wire transfer. For payments by credit card, please contact our Customer Support Team at 800-466-8694. We accept all major credit cards except for Discover. At this time, we do not have any surcharge fees associated with credit card payments. If changes in economic factors should cause the need for an additional fee, we will submit a request for approval from Region 4 ESC prior to implementation.

17 **Frequency of Pricing Updates**

Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract. Updates may be no more frequently than quarterly.

Pricing adjustments are generally requested on an annual basis after HON has announced the nationwide increase. Certain economic factors could warrant the need for a more frequent request. We will submit the proposed price increase in compliance of Region 4 and OMNIA Partners contract guidance. At no time will standard discounting to Region 4 and OMNIA Partners change during the term of the contract, unless the change results in more favorable pricing for the end customer. Price increases will be proposed to list price only and will generally be based upon supplier and material cost increases.

18 **Future Product Introductions**

Describe how future product introductions will be priced and align with Contract pricing proposed. What is the proposed frequency for new product introductions?

Our product development efforts create end-user solutions that are relevant, differentiated, and focused on quality, aesthetics, style, sustainable design, and reducing manufacturing costs. We also continuously improve and enhance existing products through ergonomic research, improved manufacturing processes, alternative materials, and engineering support and training in each of our operating units. New products are generally introduced quarterly and will be priced similarly to like products within a product category. For instance, new task seating products will receive the same discount as current task seating products on contract. If, for some reason, new products do not adequately align with current categories, we will submit our new products for consideration with an explanation as to why they do not meet the current criteria. HON will follow the requirements of the contract for new product introductions.

19 **Are repurpose or end of life programs offered? If so, explain the process.**

In the effort to keep HNI products out of the landfill, even after years of regular use, our company is actively researching ways to give our products a second life. To this end, we have partnered with Asset Network for Education Worldwide® (ANEW ®), a non-profit founded in 2004 to repurpose used office furnishings. Through HNI's partnership with ANEW®, customers can repurpose their products, support local and national organizations, and reduce waste. Many of our dealers have Furniture Take Back, Pre-Owned Furniture, and Decommissions Programs to help with these efforts and support their local communities, such as donating furniture to local organizations. Additionally, we provide disassembly diagrams and environmental data sheets for our products. These documents detail information on product materials and recyclability. They are intended to inform and support our customers on how to effectively recycle our products at the end of their useful life.

20 **Are product loaner programs available? If so, explain the requirements.**

Product loaner programs are not available at this time. Should we introduce this as an option in the future, we will work with OMNIA to understand if it is mutually beneficial to this service to our contract.

21 **Describe experience with Prevailing Wage and Bacon-Davis.**

The HON Company, utilizing our authorized dealer partners, has decades of experience servicing public sector agencies. Prevailing wage and Davis-Bacon Act requirements are familiar provisions found in many of HON's public sector contracts. HON monitors and maintains contract compliance with applicable federal and state regulations. Since authorized dealers perform or facilitate services on behalf of HON, we flow down prevailing wage and Davis-Bacon Act contract requirements to our authorized dealers and require each to certify compliance with such provisions prior to receiving authorization to service HON's public sector contract.

22 **Not to Exceed Pricing**

Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary structure is not acceptable.

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| 23 | **Special Offers/Promotions**<br>In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the no-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract. |
| 24 | **Federal Funding Pricing**<br>Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may use, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.<br>☑ Agree<br>☐ Disagree |
| 25 | **Appendix D, Exhibit A, OMNIA Partners Response for National Contract**<br>Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners. |
| 26 | **Appendix D, Exhibit B, OMNIA Partners Administration Agreement**<br>The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form. |
| 27 | **Appendix D, Exhibits F and G**<br>Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance. |
| 28 | **Emergency Orders**<br>Describe how Offeror responds to emergency orders.<br>We make our best effort to meet the requested dates of our customers within our standard lead times for the products being rush ordered. There is a non-discountable 3.5% list up-charge if a date earlier than our standard lead times is required. If the emergency or rush delivery is a result of a dealer error or The HON Company's error such as shortage, damage, etc. HON will make every effort to expedite the product at no cost to the OMNIA Partner member. When you work with HON, you work with specialists in all areas, including customer support, order management, and production scheduling. These individuals form a tightly integrated team to ensure everything possible is done so that you receive your complete order on time. The HON team will leverage our multiple production facilities across the United States and extensive distribution network to provide the best possible outcome for each emergency order. |
| 29 | **What is Offeror's average Fill Rate?**<br>For HNI and HON , fill rate equates to lead time. Our Compass software allows dealers to create quick and accurate quotes that immediately provide them with estimated lead times. Should a product have extended lead times, our authorized dealer will work with the customer to provide alternative solutions rapidly. On average, our lead times range from 4-6 weeks, at times as fast as 3 weeks. Our promise to deliver durable, reliable products efficiently and quickly remains intact. Like most manufacturers, our business has been impacted by the market dynamics effecting demand, supply chain and logistics, and labor. HNI has developed and deployed a strategic response plan to address these dynamics and mitigate the impact to our valued clients. |

30 What is Offeror's average on time delivery rate?

Describe Offeror's history of meeting the shipping and delivery timelines.

We monitor Complete and On-time shipments and report results to leadership daily. We maintain a 97% complete shipment result and a 95% on-time performance metric for truckload deliveries. Transit times and conditions vary based on size, distance and final destinations. HON and HNI use a supply-chain visibility platform named FourKites for tracking HON shipments. This service provides our Customer Support teams with real-time updates and visibility to shipments across the country. Authorized dealers place orders using a specific contract number assigned to the OMNIA contract for ease and accuracy of capturing OMNIA associated sales volume to meet reporting requirements and deadlines.

31 Describe Offeror's history of meeting the shipping and delivery timelines.

The HON and HNI delivery model is unequaled for on-time delivery performance using a measurement called Complete and On-time (COT) to assess delivery performance. Our COT is tracked on a daily basis in all of our manufacturing facilities. The industry standard for on-time performance is to be measured in weekly increments however, this type of approach overlooks daily performance failures and disguises the true impact on the client. At HON, we calculate COT by dividing units produced by units scheduled to get a daily score. Examples of these metrics are below: Measuring COT for Production: Units produced divided by units scheduled equals percent complete. Distribution COT: Orders shipped divided by orders dispatched by hour equals percent COT. We monitor Complete and On-time shipments and report results to leadership daily. We maintain a 97% complete shipment result and a 95% on-time performance metric for truckload deliveries.

32 Describe Offeror's return and restocking policy.

HON's dealer network works closely with customers to ensure product needs are clearly identified and that the product selections meet these needs. Therefore, the need to return is minimal. In the event a return is being considered, the dealer will assist the customer in this process. Most HON and HBF products are made-to-order, so restocking is not usually viable. Returns for made-to-order products, if approved, that are not a result of damage, order entry error, etc., may be subject to a return fee of up to 45% of the invoiced amount plus the cost of return freight. Upon receipt of necessary information regarding the return, HON or HBF will issue a return authorization to the customer outlining items to be returned and where the items should be shipped. All returns must be made within 30 days after the return authorization is issued. Merchandise must be returned in the original shipping cartons with proper inner packing and is subject to inspection before acceptance.

33 Describe Offeror's ability to meet service and warranty needs.

Please reference our complete warranty information on https://www.hon.com/warranty or in the attachment Attribute 12_Warranty. After the project is completed, in the event of a warranty issue, our authorized dealers will continue to provide support to our customers. The warranty process begins with the authorized dealer using our Quick Claim Tool. The dealer will enter the required information into the Quick Claim Tool, which creates a work order for the warranty issue at hand. Once this work order is approved, HON will work with the manufacturing and other necessary teams to quickly find a resolution to the issue. After reviewing the information, a decision will be made to resolve the issue by sending replacement parts or full replacement of the product. Customer Support will notify the dealer of the resolution plan and any additional information (including order numbers).

34 Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

Our Customer Service team can provide sales, product information, and warranty services between the hours of 8:00 am and 5:00 pm CST, Monday through Friday. In addition, we accept emails and orders 24 hours a day and commit to respond to all inquiries within 8 hours of receipt during normal business hours, striving for complete resolution in 48 hours or less. General inquiries and warranty claims are processed by a team of service professionals following a 'Quick Claim' process. Orders greater than $500K list are assigned to a project coordinator to streamline order entry, align production and delivery schedules based on your requirements, and monitor for speedy punch resolution. The dedicated project coordinator maintains close contact with the servicing dealer from the time of award until completion, supporting the planned installation timeline. If an issue is unresolved in a timely manner, we involve our CS leadership team to get resolution.

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| 35 | **Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.** |

Invoices are created and released at the time of order shipment with payment terms of Net 30 days. Agencies and dealers both have the capability to monitor and pay invoices within HON's Oracle system. The agency or dealer being invoiced will be able to review and print invoices, monitor due dates, process ACH payments, and dispute amounts all in one simple and functional online platform. In addition, a dedicated Credit Analyst is available to assist with any issues or questions the agency or authorized dealer may have about Oracle or invoices. There are no additional fees when using a credit card/p-card for payment. Please note that payment terms and acceptable methods of payment can be found in Attribute 16.

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| 36 | **Transition Plan** |

Describe Offeror's contract methodology/implementation/customer transition plan.

Within 30 days of the award, The HON Company will: • Partner with OMNIA Partners, at their discretion, to create and launch a co-branded press release announcing the new contract award. • At OMNIA Partners direction, we will announce the award of the contract through any and all social channels, as well as company website • Design, publish, and distribute co-branded marketing materials • Publish and maintain a dedicated OMNIA Partners internet-based web page homepage on our website which may include: OMNIA Partners standard logo, copy of original Request for Proposal, copy of contract and amendments between Principal Procurement Agency and HON, summary of products and pricing, marketing materials, and an electronic link to OMNIA Partners' website including the online registration page, as well as a dedicated toll free number and email address for OMNIA Partners questions and concerns. Within 60 days of the award, The HON Company will: • Commit and schedule attendance and participation in national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and company-specific trade shows, conferences and meetings throughout the term of the Master Agreement. • Commit and schedule attendance with and exhibit at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by HON. In addition, HON commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners. • Design and publish advertising pieces in national and regional trade publications where applicable • Meet with authorized dealers within the first 60 days of the award date to establish a written sales execution plan that will maximize potential sales efforts with the OMNIA Partners contract. The business plan will include, but is not limited to: annual sales volume commitment for the OMNIA Partners contract, organization commitment outlining the number of sales representatives the dealership will have accountable for their OMNIA Partners sales goal, identify target OMNIA Partners for business development planning, commitments outlining specific marketing initiatives that each dealership will commit to use in order to engage OMNIA Partners, including: e-mail campaigns, special events (open houses, showroom events, customer appreciation events, etc.), OMNIA Partners marketing material distribution plans, and product presentations. Within 90 days of the award, The HON Company will: • Initiate and continue to publish, market, and promote material such as case studies, collateral pieces, presentations and promotions to all members • Conduct on-going OMNIA Partners contract training with the dealer sales force, this training will continue throughout the life of the contract: • Discuss authorized users of the contract, pricing and service requirements, etc. • Identify and schedule appointments with key OMNIA Partners to inform them about HON's products and pricing on the OMNIA Partners contract • Understand how we can help them meet or exceed their purchasing requirements • Schedule OMNIA Partners joint marketing events with HON Dealers and OMNIA Partners. • Encourage our HON dealers to join and participate in professional associations and organizations that include OMNIA Partners and volunteer to speak at various organizations that have an interest in HON product, services and solutions.

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| 37 | **Describe the financial condition of Offeror.** |

HON is a wholly owned subsidiary of HNI Corporation; it is our policy not to disclose financial information by brand. HNI Corporation is publicly traded on the New York Stock Exchange under the symbol HNI (NYSE: HNI). HNI Corporation had the following revenues for the past 3 years: 2023 $2,434,000,000 2022 $2,361,800,000 2021 $2,246,947,000 In fiscal 2023, HNI Corporation had net sales of $2.4 billion, of which $1.7 billion was attributable to the workplace furnishings portion of our business. HNI Corporation has a financial rating of 5A2 with Dun & Bradstreet – the best available rating. To review the Annual Report, please visit https://investors.hnicorp.com/financials/annual-reports/default.aspx.

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| 38 | **Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.** |
| | https://www.hon.com/industry/government/omnia-partners. This website provides access to the most current price list, discount matrix, contract requirements, and ordering contact information to assist agencies in finding information quickly and is accessible without a login or password. Multiple resources are available for download on our dedicated OMNIA website including; how to order information, government look-book, HON-OMNIA digital lookbook, HON-OMNIA education lookbook, authorized dealer list, and HON NOW (quickship) program overview. We also provide digital tools to make the specifying and purchasing process easier, such as our Award Winning CET extension, Product Configurator, Digital Catalog with enhanced content including videos. |
| 39 | **Describe the Offeror's safety record.** |
| | In 2022, HNI set ergonomic goals for manufacturing for the first time in company history. Members are empowered to recognize ergonomic hazards, identify early warning signs of work stress, and apply principles of prevention from product development through product manufacturing and product delivery. HNI members consistently work safer than the industry average. With our insistence that members report all concerns, including strain/sprain discomfort, our Restricted Duty Incident Rate is higher than the industry average but has resulted in a significantly lower Recordable Lost Time Incident Rate. Current HNI Workplace Furnishings rates: • 12-month OSHA Recordable Incident Rate 2.72 • 12-month OSHA Restricted Duty Rate 1.48 • 12-month OSHA Recordable Lost Time Incident Rate 0.47 |
| 40 | **Describe Offeror's green or sustainability program. What type of reporting or reviews are available to participating agencies?** |
| | We continue to build on our strong foundation and launch new initiatives to lead HNI into the future. These initiatives are based on our belief that tomorrow must be more inclusive, safer, and more sustainable than yesterday to meet the pressing challenges ahead. We anchor this work in our corporate social responsibility (CSR) strategy called CORE: Conscious Operations and Responsible Environments. CORE is HNI's blueprint for the future to promote respect and a place for all members, reduction of our environmental and climate impacts, and creation of more sustainable products. Our CSR report is updated every two years and can be viewed publicly on HNICorp.com. Additionally, ad-hoc environmental reporting and reviews can be provided upon agency's request. Please review attribute 63, the attached HNI 2022 CSR Report, and visit https://www.hnicorp.com/social-responsibility for more information. |
| 41 | **Describe any social diversity initiatives.** |
| | HNI and HON are dedicated to fostering an inclusive workplace through HNI Belong, a broad-ranging strategy deeply rooted in our culture of fairness, respect, integrity, trust, transparency, and collaboration. Our commitment to HNI Belong and Diversity, Equity, and Inclusion (DEI) reflects HNI's core belief in creating a community for everyone where we value using each other's differences in experiences and ideas to solve problems and better serve our customers. HNI Belong focuses on three key areas: Leadership Commitment and Alignment, Diverse Talent, and Inclusive Workplace and Member Engagement. Please review attribute 64, the attached HNI 2022 CSR Report, and visit https://www.hnicorp.com/social-responsibility for more information. |
| 42 | **Provide example(s) of general guidance on executing strategies for successful adoption of new polices, processes and procedures.** |
| | Successful adoption relies on unified teams working together to ensure clear understanding of intent, expectations, and desired outcome of new policy, process and or procedure. Our sales team, customer support team, and dealer partners, have extensive experience working with the OMNIA Partners contract. When OMNIA adopts a new policy, process, or procedure, our compliance team ensures understanding, our learning & development team aligns terminology to the culture and determine the correct training methodology while our leaders and sales members disseminate this information to our internal teams as well as our dealer partners through various means such as training sessions, marketing materials, and sales resources. Furthermore, we ensure that the dedicated OMNIA website, accessible to our sales members, Government Customer Support Team, and dealer partners, is regularly updated with the latest information. |

**43** **Provide a brief history of the Offeror, including year it was established and corporate office location.**

The HON Company is headquartered in Muscatine, Iowa and was incorporated in 1944 as Home-O-Nize. Eventually we began using the acronym HON that people know today. In addition to our Muscatine manufacturing facilities, we also have manufacturing facilities strategically located throughout the United States and markets our products through a nationwide network of loyal dealer partners. Today, HNI Corporation manages multiple office furniture brands - including Allsteel, Gunlocke, HBF, and HON. HON has a wide breadth of education and workplace furniture including seating, storage, workstations, tables and casegoods. The 70-year success of HON and HNI has grown the corporation to over $2 billion in annual sales and to become a leader in the office furniture industry.

**44** **Describe Offeror's reputation in the marketplace.**

HON is a trusted leader and a highly recognized name in the office furniture industry. We've earned the respect of our partners, customers, suppliers, and community but also the recognition of several business, industry, and design publications - manufacturing and distribution awards. We take pride in crafting office furniture with quality and style. Our breadth of products reflects a keen understanding of the workplace. This is why our product innovations are strongly focused on responding to the needs of our customers. HON has a team ready to listen and understand our end users' specifications to create the best solutions. We strive for flawless execution and have the capacity to support hundreds of trucks daily, shipped nationally and internationally. For over half a century, our core values of honesty, integrity, fairness, and respect have been foundational to our enduring relationships. Our culture of continuous improvement drives us in all aspects of our business.

**45** **Describe Offeror's reputation of products and services in the marketplace.**

At HON, we create award-winning workplace and educational solutions that celebrate fresh designs and clever features, built to stand the test of time. Your vision is our vision—working with HON means never sacrificing quality or style to create the space you want and deserve. HON products are backed by the industry-leading HON Full Lifetime Warranty. HON has received numerous product awards over the years including Wirecutter's Most Popular Picks of May 2023 and Forbes Vetted: Best Office Chair for Ignition 2.0. People's Choice Best Furniture & Design product for Flexion, and Interior Design 2023 Best of Year Awards for Confetti in the Educational Furniture category. In addition, in 2024 HNI Corporation was named as One of the Best Companies to Work For as well as being listed as #31 of 500 of America's Most Responsible Companies.

**46** **Describe the experience and qualifications of key employees.**

Ric Andersen - VP and GM, Sales and Service. Ric directs all nationwide commercial contract business for The HON Company. Ric has held executive sales leadership roles within The HON Company's parent and sister companies; led national, international, and multinational teams in B2B and B2C environments. Misael Munoz Director, Regional Sales Public Sector. Misael develops and executes sales strategies tailored to government and education sectors and collaborates with cross-functional teams to ensure alignment with our go-to market and client expectations. Christine McCormick, Public Sector Senior Contract Analyst. Christine will serve as the main contact for the Contracting Administration. With over 23 years of experience in the office furniture industry, she is a highly skilled and knowledgeable contract analyst with previous roles at HNI in Sales Operations and Customer Support. Christine is responsible for overseeing the public sector and local government contracts.

**47** **Authorized Distributors/Dealers Listing**

Provide a current Authorized Distributors/Dealers Listing. Provide the names and addresses of each authorized distributor/dealer by geographical area. Do not include certification documents with response. Participating agencies may obtain certification documents upon request.

1. Propose the frequency of authorized distributor/dealer updates.
2. How are participating public agencies able to confirm who are the Authorized Distributors/Dealers for the contract offering?

Please view attachment Attribute 47_Authorized Distributors Dealers Listing for our list of authorized dealers. The HON Company is proposing to add dealers without prior written approval from Region 4. We are committed to keeping an updated dealer list on our dedicated website and notifying Region 4 and OMNIA when any adjustments occur.

**48** Describe Offeror's experience working with the government sector.

The HON Company is a leading designer and manufacturer of workplace and classroom furniture for the government, public sector and non-profits. Since 1982, HON has been a leading federal contractor of office furniture. HON was awarded the OMNIA Partners contract in April 2010, formerly TCPN, and we have seen double digit growth every year. In 2014, OMNIA Partners became HON's lead nationwide public sector cooperative contract that is offered in all 50 states. We have an experienced and dedicated cross-functional Government team that includes sales, service, marketing, finance, technology, and contract management. Our dedicated Government Customer Support team has a solid foundation of government order knowledge and is available to both our Government end customers and dealers. Our nationwide network of dealers works directly with The HON Company and our end customers to manage an order from time of quote until delivery, inspection and acceptance.

**49** **Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.**

HON is a wholly owned subsidiary of the HNI Corporation which is a fortune 1,000 company. HNI is involved in various kinds of disputes and legal proceedings that have arisen in the ordinary course of its business, including pending litigation, environmental remediation, taxes and other claims. It is the Corporation's opinion, after consultation with legal counsel, that liabilities, if any, resulting from these matters are not expected to have a material adverse effect on the Corporation's financial condition, although such matters could have a material effect on the Corporation's quarterly or annual operating results and cash flows when resolved in a future period.

**50** **References**

Provide a minimum of 3 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

Cypress Fairbanks School District | Houston, TX | Debbie Garcia | (832) 904-1793 | deborah.garcia@cfisd.net | 97 Schools in Cypress Fairbanks School District - Cypress Fairbanks District in Houston, Texas had a bond passed in 2019 to build or renovate 71 schools in Harris County since 2019 with $15.5 million. The HON Company has provided furniture to many of these bond projects but most notable, Sprague middle school in 2023 resulting in $1.9 million list award providing students with furniture that meets the needs of 21st century learning. Upcoming projects include Sampson, Tibbs, Post, and 8 other elementary school projects for summer 2024 install. Cypress Fairbanks School District has 61 elementary schools, 21 junior high schools and 15 high schools and is the third largest school district in the state of Texas. NOLA Education | New Orleans, LA | Kyle Clark | 504-250-3461| kclark@nolaed.edu | NOLA Education, a private company, leads an academic program in public schools across the United States, dedicated to enhancing the academic performance of underperforming students. Since 2020, The HON Company has successfully managed projects exceeding $10 million list in value for NOLA Education in various schools nationwide. Our commitment to fostering premier learning environments is reflected in our high-quality furniture solutions, designed to enhance educational experiences for both teachers and students. We recently received an additional order of $1.7 million list for several schools in the Midwest, further cementing our partnership and shared dedication to educational excellence. County of York Pennsylvania | York, PA | James D. Runshaw Director of Facilities | 28 East Market St. York PA 17401 | 717.324.5395 | JDRunshaw@YorkCountyPA.gov | Multiple County and City Projects – The HON Company has been a standard for the County of York for the past 24 years servicing nine of their county building for all furniture needs. The County of York services 440,000 people and is known for their big city amenities, with small town charm. HON has provided workstations, freestanding furniture, seating, tables, and storage. York County history runs deep, since 1794, and has played a large part in American heritage. York is one of the fastest growing counties in Pennsylvania. Des Moines Public Schools | Des Moines, IA | Jamie Wilkerson | 515-242-7700 | james.wilkerson@dmschools.org | Des Moines Public Schools is the largest school district in Iowa with having 71 facility buildings district wide. Since 2013, HON has processed $10M+ list worth of projects at these various facilities as they look to improve their schools and facilities. We (HON) are continuously cultivating premier learning environments and will soon be adding an additional focus specifically around furniture needs for the teachers as Des Moines Public Schools is looking to retain and attract the top talent of educators. Jackson Elementary School is the most recent project that will be installing this summer ('24) of around $400K list.

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| 51 | **Value Add**<br>Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.<br>Please see our Value Add Attachment uploaded to Attribute #52 for additional enhancements that HON has to offer, including ? HON NOW, ? 2-day customized seating options, ? Textile Innovations, ? Product Configurators, etc... |
| 52 | **Value Add**<br>Furniture and related products not noted in categories can be included as a Value Add, include any fees such as installation, delivery options, setup/cleaning, design/layout, custom, special orders, etc. |
| 53 | **Competitive Range**<br>It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary. |
| 54 | **Past Performance**<br>An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP. |
| 55 | **Additional Investigations**<br>Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror. |
| 56 | **Supplier Response**<br>Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners. |

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| 57 | **Brief history and description of Supplier to include experience providing similar products and services.** |

Guided by timeless values, a culture of membership, and a commitment to service, The HON Company is a leading designer and manufacturer of workplace furniture for the government, public sector, and non-profits. The HON Company began when founder, C. Maxwell Stanley, foresaw a post-war housing boom at the end of WWII. He had the idea to start a manufacturing company that would put returning GI's to work. With the help of his brother-in-law; Clement T, Hanson began making steel kitchen cabinets under the business called "Home-O-Nize". Following a severe steel shortage after the war, the Home-O-Nize focus shifted from the home market to the contract business. The company survived the steel shortage by designing products that could be made from leftover scrap metal. Because the name Home-O-Nize no longer fit the company's business focus, we began using the acronym H-O-N which later became HON. We officially became HON Industries in the 1960's. Today, HNI Corporation manages multiple office furniture brands — including HON, Allsteel, Gunlocke, and HBF. But it all started with HON, and we're still the largest operating company under HNI. A lot of people perceive premium design as synonymous with high prices. But that's a concept we flat-out reject. Why should a chair made with quality materials and thoughtful craftsmanship only be available to a certain set of customers? It's a question that's driven our company since 1947, when the first HON office furniture was released. And it still does today. We use our expertise in industrial design, product modeling and scalable production to create modern, quality office furniture that's available for everyone—not just huge corporations with limitless budgets. For 75 years, we've advocated for a design process focused on efficiency and scalability—a process we continue to refine to deliver award-winning workplace and educational solutions at affordable prices. Today, our designs encourage organizations everywhere to provide the workplace amenities their employees expect while fostering productivity, focus, and collaboration. Since 1982, HON has been a leading federal contractor of office furniture. HON was awarded the OMNIA Partners contract in April 2010, formerly TCPN, and we have seen double digit growth every year. In 2014, OMNIA Partners became HON's lead nationwide public sector cooperative contract that is offered in all 50 states. References noted in Attribute 50 provides additional details on our experience providing similar products and services to our customers.

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| 58 | **Total number and location of salespersons employed by Supplier.** |

Our sales organization consists of over 100 experienced professionals empowered to serve the needs of our customers. Our sales professionals are aligned to specific regions within the United States. Inside Sales and Support: 27 Business Development Managers/Associates: 65 Regional Market Managers: 6 Regional Vice Presidents: 2 Director, Regional Sales: 2 Director of Public Sector Sales: 1 Education Sales Managers: 3 VP and GM, Sales and Service: 1

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|---|---|
| 59 | **Number and location of support centers (if applicable) and location of corporate office.** |

Headquartered in Muscatine, Iowa, The HON Company has manufacturing facilities strategically located throughout the United States and markets its products through a nationwide network of loyal dealers and retailers. HON Corporate Address: The HON Company 600 East 2nd Street, Muscatine, IA 52761 HON has resource centers located in the following markets for use by customers: Muscatine, IA New York, NY Washington, DC HON understands that our government, public sector, and non-profit customers often have their own unique set of needs. Our dedicated Government Customer Support team. is located in Muscatine, Iowa. The hours of operation are 8 a.m. – 5 p.m. CST, Monday-Friday. The team is available at 800.466.8694 or e-mail GovernmentSupport@hniworkplacefurnishings.com. Our general customer service line is also available from 7 a.m. – 6 p.m. Monday through Friday CST to ensure support of all time zones.

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|---|---|
| 60 | **Annual sales for the three previous fiscal years.** |

$2,434,000,000

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|---|---|
| 61 | **Annual sales for the three previous fiscal years.** |

$2,361,800,000

| | |
|---|---|
| 62 | **Annual sales for the three previous fiscal years.** |

$2,246,947,000

**63 Describe any green or environmental initiatives or policies.**

HNI's corporate social responsibility mission drives us to respect people, reduce our impacts, and redefine tomorrow by fostering transparency and empowering our members to do and be better. In 2020, HNI developed our first carbon emission reduction targets that were approved by the Science Based Targets initiative (SBTi). These targets are in line with the GHG reductions required to meet the Paris Agreement goal of keeping global warming below 1.5 degrees Celsius. HNI is working to reduce absolute combined Scope 1 and 2 GHG emissions 35% by 2025 from 2018 baseline and reduce Scope 3 GHG emissions 40% per ton of products sold by 2035 using innovative product life cycle assessments. Since 2020, HNI has sourced 100% renewable electricity for global operations. Since 2018, we reduced combined Scope 1 and 2 GHG emissions by 64%. HNI joined RE100, a global corporate leadership initiative led by the Climate Group in partnership with CDP. As a member, HNI pledged to source 100% renewable electricity annually by 2030, which we met in 2020 and will continue to meet annually. We were recognized as one of the EPA Green Power Partnership's National Top 100 green power users for our efforts. Our goal is to cut our energy intensity by 50% by 2035. In our 2022 baseline energy audit, we discovered that our intensity has risen since 2018, and our total energy usage has declined. Absolute energy has decreased almost 8% from 2018. By 2030, HNI aims to achieve zero waste to landfill for all facilities. We diverted over 70,000 tons of waste from the landfill in 2021 and 2022. The majority of HNI waste (63%) is now recycled or diverted from the landfill. The solid waste produced in our facilities (37%) goes to the landfill. Since 2018, our total water consumption has decreased by 30%. We design products to be repairable by providing replaceable parts, and we educate our customers, dealers, and installers on ways to fix or retrofit products to make them last longer. Our products meet or exceed industry performance standards, which typically represent a 10-year lifespan. When our products do finally reach the end of their useful lives, we want to see component materials recycled locally and kept out of landfills. We provide environmental data sheets and disassembly diagrams to our customers, which detail the materials used in the products and provide guidance on which components can be recycled. As of 2022, we have 34 Environmental Product Declarations and plan to continue this work annually. By 2025, we are aiming to understand the chemical constituents down to 100 parts per million (ppm) for 100% of our materials by spend across the portfolio. Our packaging is the first point of contact between customers and our products. HNI is focused on eliminating all non-recyclable packaging materials by 2025, including eliminating Styrofoam. As of the end of 2022, our HNI Workplace Furnishings division omitted nearly 3.2 million parts of EPS from product packaging and achieved over 46% reduction. Our product development teams continue to identify packaging solutions, and in the process, have found several types of non-recyclable foam beyond EPS that are used in our product packaging. In several cases, we have been able to replace the non-recyclable foam with recycled corrugated cardboard, and we are continuing to research alternative materials. This requires engineering design and testing to ensure uncompromised product delivery and quality. Please review the attached HNI 2022 CSR Report or visit https://www.hnicorp.com/social-responsibility for more information. HNI is proud to announce that we will be completely free of intentionally added PFAS in our standard textiles and finishes in July of 2024. We are actively working with our suppliers and partners to transition our finishes to PFAS free versions, so that we able to provide quality product without harsh chemical treatments.

**64 Diversity Programs**

Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

HNI comprises the brands of Allsteel, Gunlocke, HBF, and HON. HNI maintains various levels of supplier diversity, for both direct and indirect supply chain requirements. At HNI, we recognize the value of offering opportunities to small, minority, woman-owned, SDVOB, HUB, HubZone and other historically disadvantaged businesses that meet our primary objective of unrivaled product quality. HNI actively evaluates global supply sources and their abilities to offer total cost reduction, without sacrifice to our primary objective of supreme product quality. Our philosophy is to select trading partners based on capabilities and essential business criteria. HNI and HON plan to maximize MWBE participation in the OMNIA Region 4 contract by partnering with our local trade partner for services such as project management, design, delivery, installation, and service after the sale. We are confident that the model we propose will be both relevant and authentic based on service level capabilities, proven track record, and strong infrastructure to support this contract. It is our goal to seek true partnerships with diverse suppliers, distributors, and service providers that provide us the opportunity to deliver the best quality, value, and performance. We have dealers with the Small Business, HubZone, SDVOB, MWBE certifications nationwide. Certifications can be requested from the authorized dealers by eligible Purchasing Agencies. There are no additional costs associated with OMNIA Partners customers accessing our dealer partner network to support diversity.

65 **Minority Women Business Enterprise**

☐ Yes
☑ No

66 **If yes, list certifying agency:**

*No response*

67 **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise**

☐ Yes
☑ No

68 **If yes, list certifying agency:**

*No response*

69 **Historically Underutilized Business (HUB)**

☐ Yes
☑ No

70 **If yes, list certifying agency:**

*No response*

71 **Historically Underutilized Business Zone Enterprise (HUBZone)**

☐ Yes
☑ No

72 **If yes, list certifying agency:**

*No response*

73 **Other recognized diversity certificate holder**

☐ Yes
☑ No

74 **If yes, list certifying agency:**

*No response*

75 **Contractor Relationships**

List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

HON supports diversified partners through our supplier and dealer networks. Specifically, we search and identify potential suppliers and dealer partners that obtain statuses such as Service-Disabled Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, Woman-Owned Small Business and HUBZone status. We encourage diversified suppliers to participate in our proposal processes and have a program that measures supplier diversity as defined by the U.S. government. Our business model contains a relatively large proportion of made-to-order business, so it is critical suppliers and dealer partners are a good match for our business needs, as well as meeting the standards of our end customers. Certifications can be requested from the authorized dealers by eligible Purchasing Agencies.

**76 Describe how supplier differentiates itself from its competitors.**

HON is the commercial and educational furnishings brand that helps customers make their space work, with lasting function customers can depend on, a fresh look, and clever features, all at a reasonable price. HON customers benefit from our decades of manufacturing experience and expertise, extensive product line, and broad dealer network. And they can be assured of HON's commitment to flawless orders, on time and accurate every time. We take the time to understand our customers' environments and goals, to create workspace solutions that work best for them. With one of the industry's leading product development cycles, we innovate quickly and build what our customers want at a price they can afford, one of many ways in which HON sets ourselves apart from our competitors. An example of innovation fueled by our product development process is our product line called SoCo™, which launched this year. SoCo—an intuitive modular lounge series designed to encourage the ease of both collaborative and focused work—offers ample comfort, unlimited configuration possibilities, and a soft, tailored aesthetic for productive shared spaces. Actions speak louder than words, but our words must also explain how we act. A key function of our "customer first" mission is how we communicate; this is a complex, often overwhelming industry, and our goal is to make buying furniture easier. We partner with our authorized dealers who service our customers on a local level. Our authorized dealer partners are ambassadors of our brand and are held to our high service standards through dealer agreements. With our extensive network of authorized dealers HON can service any customer anywhere in the U.S. We also provide them with the right tools to make the specifying and purchasing process easier, such as our Award Winning CET extension, Product Configurator, Digital Catalog with enhanced content including videos. We recently adopted "make your space work" into our communications, and it's more than just a tagline. It's a four-word statement about what HON products can help customers achieve. "Make your space work" means something very personal to every single customer who encounters that message. We have a cohesive energy across the company, and we have the ability to be relevant to every different customer and their needs. This approach, like many others at HON, is holistic; it's an all-hands-on-deck effort across departments to ensure customers have access to the products and solutions they need and when they need them. Those elements allow us to differentiate ourselves from our competitors with products that meet real-world needs, flawless execution, dedicated member culture and commitment to our partners. Our competitors are smaller in size and name brand recognition, develop less-than full-line products, offer limited solutions and tend to have restricted distribution and dealer networks. HON is proud to distribute to 599 unique dealer partners. We believe our history with OMNIA Partners supports our position as an industry leader in furniture at the best total value.

**77 Litigation, Bankruptcy or reorganization**

Describe any present or past litigation, bankruptcy or reorganization involving supplier.

HON is a wholly owned subsidiary of the HNI Corporation. HNI is involved in various kinds of disputes and legal proceedings that have arisen in the ordinary course of its business, including pending litigation, environmental remediation, taxes, and other claims. It is the company's opinion, after consultation with legal counsel, that liabilities, if any, resulting from these matters are not expected to have a material adverse effect on the company's financial condition, although such matters could have a material effect on the company's quarterly or annual operating results and cash flows when resolved in a future period.

**78 Felony Conviction Notice**

Indicate if the supplier:

- is a publicly held corporation and this reporting requirement is not applicable;
- is not owned or operated by anyone who has been convicted of a felony; or
- is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

☑ Yes

☐ No

**79 Debarment or suspension actions**

Describe any debarment or suspension actions taken against supplier.

To the best of our knowledge, The HON Company has not had any debarment or suspension actions taken against us.

**80** **Distribution, Logistics**

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

At HON, we create award-winning workplace and educational solutions that celebrate fresh designs and clever features, built to stand the test of time. Your vision is our vision—working with HON means never sacrificing quality or style to create the space you want and deserve. Task, Multipurpose & Lounge Seating - Like a trusted co-pilot, your office chair should be intuitive, supportive, and adaptable. Whether you're brainstorming with colleagues in a conference room or putting the finishing touches on a solo project in a private office, we're designing ergonomically minded task seating that keeps busy people comfortable, focused, and productive, no matter where the day takes you. Desking & Casegoods- Whether you take most of your meetings from a quiet corner office or you're brainstorming in an energetic shared space, your desk determines the efficiency and organization of your workflow. From height-adjustable capabilities to integrated power hubs to smart storage additions, HON's got a command central that delivers powerful performance you want and deserve. Tables - A well-designed, expertly crafted table is the conduit every collaborative space needs to stay connected. With mobile and height-adjustable options, customizable aesthetics, and thoughtful attention to detail, HON's adaptable, multipurpose table collection encourages engagement and productivity with seamless ease. Storage, Vertical & Lateral Files - Has gone beyond simple filing cabinets and lockers. Whether you want a colorful, personalized place to stash your protein bars and running shoes or a comprehensive, multifunctional system that protects important paperwork, we're changing the way workplaces stay organized and on task. System & Pedestals - Workflow may vary during the week, but the efficiency of where you get it all done shouldn't. Busy professionals need a customized HQ that meets the demands of the day. And to us, that means dependable, flexible workstations that keep you focused, organized, and ready to succeed. Education - Today's comprehensive classroom goes beyond simple desks and chairs. At HON, we're thinking outside the box when it comes to education environments, and that means a comprehensive portfolio of dynamic, multipurpose solutions designed to spark imaginations, encourage inclusivity, and support connection in every space of every school. HON products are also backed by the industry-leading HON Full Lifetime Warranty. In the unlikely event that any HON product or component covered by the HON Full Lifetime Warranty should fail under normal workplace use as a result of defective material or workmanship, HON will replace any product that can't be repaired with comparable product or refund the purchase price. The complete terms of the warranty are available at hon.com/warranty. Hickory Business Furniture, dba HBF, warrants to the original purchaser that its products are free from defects in materials and workmanship for a period of twelve (12) years from date of shipment, except as noted below. This warranty applies to single shift (standard 8-hour day, 5 days per week) use, and covers products delivered in the Americas: Canada, the Caribbean, Latin America, Mexico and the United States.

**81** **Distribution**

Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

The HON Company will utilize our manufacturing and distribution facilities to produce quality products which will be delivered directly to OMNIA Partners customers or through our authorized dealer partners. Utilizing our nationwide network of over 599 authorized dealers, in addition to our own logistics capabilities, HON can reach any OMNIA Partners customer in any area. As HON's lead, nationwide cooperative contract, there are no restrictions on the areas which will be covered by the Agreement. Products and services under this Agreement will be provided to all OMNIA Partners customers within the Continental U.S. (48 Contiguous), including U.S. territories and outlying areas. For shipments outside the Continental U.S., additional charges and alternate lead times may apply.

**82 Distribution**

Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Ensuring Participating Agencies feel confident they are receiving accurate pricing and products under our Master Agreement is important to HON. There are multiple ways in which we approach compliance, below is an overview of how Participating Agencies can confirm they are receiving products in accordance with the Master Agreement. Through our authorized dealers: Our Business Development Managers work one-on-one with each of our nationwide network of authorized dealers to ensure they are properly trained on the products, pricing, and requirements of the OMNIA Partners contract. HON has developed several tools our dealers can utilize to ensure eligible contract users receive accurate pricing, they include Compass and Contract Summary Document. Compass is our online pricing tool made available to dealers. Compass provides exact net pricing for eligible products, based upon order size, discounts, and list prices approved on the contract. Compass allows dealers the ability to create quick and accurate price quotes for customers. The Compass tool ensures our dealers can provide agencies with accurate contract pricing and products – reducing the need for agencies to issue modifications. Participating Agencies can request a copy of the Compass quote through our authorized dealer partner or can contact HON directly. Our contract summary document provides our dealers with an overview of the pricing, products, and terms and conditions, including an overview of eligible customers, products approved under our contract, list pricer in effect, pricing for approved services, product discounts, and ordering instructions. A contract summary document is completed for each individual state that executes a Participating Addendum. Through our Government Customer Support Team: Our Government Customer Support Representatives are trained on the requirements of our Federal, State, Local, and Cooperative contract programs and provide informed responses to both our end customers and our nationwide network of dealers. Government Customer Support members have been formally trained to answer product, warranty, ordering, pricing, delivery, and other types of questions within an industry-leading response time. Government Customer Support team is available between the hours of 8:00 a.m. – 5:00 p.m. Monday through Friday CST to answer phone and e-mail inquiries. Our general customer service line is also available from 7:00 a.m. – 6:00 p.m. Monday through Friday CST. Through Systematic Parameters (Oracle EBS): HON uses an Order Entry system called Oracle EBS. Each participating agreement is assigned a unique 4-digit code in this system which allows us to accurately isolate and identify all orders placed under the agreement. The 4-digit code also aligns to the pricing, product, and terms and conditions of each individual contract ensuring each order receives accurate, real-time, contract pricing. The 4-digit code will support only those products identified as eligible on the contract.

**83 Logistics**

Identify all other companies that will be involved in processing, handling or shipping the products/services to the end user.

HON's breadth of products and services, the scale and capability of our manufacturing, and the strength of our distribution enables us to provide the most efficient means of processing, handling, and shipping of products to public agencies nationwide. HON will utilize our nationwide network of authorized dealer partners to supply quoting, ordering, delivery, installation and services. HON enters into an agreement with our Authorized Dealer partners based upon the evaluation of their form and method of conducting business, business acumen, capacity to render service with respect to our products, financial stability, and business reputation. Authorized Dealers are required to sign commitments that ensure servicing levels, standards, and terms and conditions are maintained. HON uses truckload, LTL (less-than-truckload) and FedEx to carry deliveries. The carrier pool varies by shipping location. HNI also uses a third-party logistics provider to load plan deliveries, Schneider Logistics.

**84 Logistics**

Provide the number, size and location of Supplier's distribution facilities, warehouses and retail networks as applicable.

HON is a wholly owned subsidiary of HNI Corporation and maintains its corporate headquarters in Muscatine, Iowa, and conducts operations at locations throughout the United States as well as in India and Mexico, which house manufacturing, distribution, and retail operations and offices totaling an aggregate of approximately 11.6 million square feet. Of this total, approximately 3.2 million square feet are leased. In addition, many of our authorized dealers have showrooms where HON furniture can be viewed. Cedartown, GA 555,000 sq ft | Garland, TX 211,000 sq ft | Hickory, NC 210,000 sq ft | 6 locations Muscatine, IA 2,211,000 sq ft | Wayland, NY 750,000 sq ft | Saltillo, MX 540,000 sq ft | Mechanicsburg, PA 252,000 sq ft | Iowa City, IA 300,000 sq ft| Salt Lake City, UT 109,000 sq ft | Ontario, CA 179,544 sq ft

**85 Marketing and Sales**

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.
- Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days.

HON has and will continue to support the OMNIA Partners contract as our go-to nationwide cooperative agreement. Our executive sales leadership team, including the VP and GM of Sales and Service and Director of Public Sector, will continue to position this contract within our internal sales teams and our authorized dealer partners as the primary tool within our public sector strategy. The success of our leadership team to drive this message forward is evidenced by our strong year over year sales growth under the Region 4 contract. Below is an overview of our in-depth nationwide roll-out plan for our authorized dealers and internal sales teams. Dependent upon these awards, our plan at a minimum, is to: Within two (2) days from the date of award: • We will notify our leadership and Sales team about the details of the contract award. • We will create a marketing e-Communication that will be sent to all authorized dealers under the new OMNIA Partners contract • Contract Summary documents will be created to outline the terms of the new agreement for our authorized dealer partners Within one (1) week from the date of award: • We will begin updating the already established, dedicated, OMNIA Partners webpage on hon.com. • We will hold meetings with our HON Sales team and Government Customer Support team to review the pricing, product, and key requirements of the contract. Within one to two weeks from the date of award: • Our Sales team will begin training our nationwide network of OMNIA Partners dealers on the pricing, product, eligible participating agencies and key requirements of the contract as well as create individual market plans to drive sales growth in their coverage areas. • We will support approved contract pricing and products within our ordering systems by using our online pricing tool, Compass, and our Contract Summary Document that will be uploaded to our internal site for Business Development Managers to reference and distribute to our nationwide network of OMNIA Partners dealers. Within one month of award: • Our executive sales leaders will engage OMNIA Partners leadership to schedule business review meetings. Monthly funnel review at a local level in addition to Quarterly overall review will take place to ensure proper growth where opportunities present themselves. • Expected meetings with key customers to include: overview of Region 4 ESC; explanation of benefits of cooperative purchasing; benefits of OMNIA Partners over other cooperatives; and benefits of HON offering and our "Right to Win." • Our Director of Regional Sales Public Sector sales will hold internal meetings with the HON Regional Vice Presidents and Region Market Managers to obtain a status of the authorized dealer partner training and individual dealer market plans. Within three months of award: • Our Director of Public Sector sales will hold internal meetings with the HON Regional Vice Presidents and Region Market Managers to obtain a status of the authorized dealer partner training and individual dealer market plans. Training: HON has held the OMNIA Partners contract for almost 15 years. During that time, we have developed a strong training program to educate our sales organization on selling the OMNIA Partners contract. We will continue to utilize multiple training touch points to educate our sales force on the Region 4 ESC agreement, key strategies, benefits, pricing compliance, eligible Participating Agencies and effective use of the available sales tools. These touch points include but are not limited to our annual national sales meeting, quarterly marketing communication guides, and monthly sales/marketing webinars. Team members are trained to be the experts in contract benefits, eligible products, and needs of OMNIA Partners members.

**86 90-day Plan**

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- Creation and distribution of a co-branded press release to trade publications
- Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days.
- Design, publication and distribution of co-branded marketing materials within first 90 days
- Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

- Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
  - •OMNIA Partners standard logo;
  - •Copy of original Request for Proposal;
  - •Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
  - •Summary of Products and pricing;
  - •Marketing Materials
  - •Electronic link to OMNIA Partners' website including the online registration page;
  - •A dedicated toll-free number and email address for OMNIA Partners

Within 30 days of the award, HON will: o Partner with OMNIA Partners, at their discretion, to create and launch a co-branded press release announcing the new contract award. o At OMNIA Partners direction, we will announce the award of the contract through any and all social channels, as well as company website o Design, publish, and distribute co-branded marketing materials o Publish and maintain a dedicated OMNIA Partners internet-based web page homepage on our website which may include: OMNIA Partners standard logo, copy of original Request for Proposal, copy of contract and amendments between Principal Procurement Agency and HON, summary of products and pricing, marketing materials, and an electronic link to OMNIA Partners' website including the online registration page, as well as a dedicated toll free number and email address for OMNIA Partners questions and concerns. Within 60 days of the award, HON will: o Commit and schedule attendance and participation in national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and company-specific trade shows, conferences and meetings throughout the term of the Master Agreement. o Commit and schedule attendance with and exhibit at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by HON. In addition, HON commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners. o Design and publish advertising pieces in national and regional trade publications o Meet with each authorized dealer within the first 60 days of the award date to establish a written sales execution plan that will maximize potential sales efforts with the OMNIA Partners contract. The business plan will include, but is not limited to: Annual sales volume commitment for the OMNIA Partners contract, Organization commitment outlining the number of sales representatives the dealership will have accountable for their OMNIA Partners sales goal, identify target OMNIA Partners for business development planning, commitments outlining specific marketing initiatives that each dealership will commit to use in order to engage OMNIA Partners, including: e-mail campaigns, special events (open houses, showroom events, customer appreciation events, etc.), OMNIA Partners marketing material distribution plans, and product presentations. Within 90 days of the award, The HON Company will: o Initiate and continue to publish, market, and promote material such as case studies, collateral pieces, presentations and promotions to all members o Conduct on-going OMNIA Partners contract training with the dealer sales force, this training will continue throughout the life of the contract: o Discuss authorized users of the contract, pricing and service requirements, etc. o Identify and schedule appointments with key OMNIA Partners to inform them about HON's products and pricing on the OMNIA Partners contract o Understand how we can help them meet or exceed their purchasing requirements o Schedule OMNIA Partners joint marketing events with HON Dealers and OMNIA Partners. Encourage our HON dealers to join and participate in professional associations and organizations that include OMNIA Partners and volunteer to speak at various organizations that have an interest in HON product, services and solutions.

**87 Transition**

Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

The HON Company positions OMNIA Partners as our premier contract, offering our government, public sector and non-profit customers the best contract solution to help them meet the procurement goals of their respective agencies. We market the OMNIA Partners contract to our existing government customers through multiple avenues, to include in-person meetings, telemarketing campaigns and printed and electronic mailings. HON also works directly with the OMNIA Partners sales team to train our existing and prospective customers on the benefits of the OMNIA Partners/Region 4 ESC contract and how our awarded contract meets their procurement needs. The HON Company currently holds several cooperative contracts including OMNIA Partners, NASPO, BuyBoard, COSTARS, KCDA, MHEC, Educational Data Services, ESCNJ, and Equalis, which offer varying product, pricing and terms to Public Sector customers. OMNIA Partners/Region 4 ESC contract is the lead contract HON offers as a nationwide cooperative contract solution. As our lead, nationwide cooperative contract, HON has advantaged our OMNIA Partners contract through executive sponsorship, marketing materials, nationwide training of both our internal sales team and our dealer partner sales teams and by creating a compelling product offering at a competitive price point. HON is proud to offer our current government customers the opportunity to purchase from the OMNIA Partners contract. In many states, it is the only contract option available.

**88 Logo**

Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

☑ Yes
☐ No

**89 Sales**

Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Best government pricing
- No cost to participate
- Non-exclusive

☑ Yes
☐ No

**90 Training**

Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

☑ Yes
☐ No

**9 1** **Responsibility**

Provide the name, title, email and phone number for the person(s), who will be responsible for:

- Executive Support
- Marketing
- Sales
- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts

Executive Support: Ric Anderson VP&GM Commercial Contract Business andersenr@honcompany.com 563.506.4554 | Marketing: Alexa Wehrle Marketing Specialist wehrleal@hniworkplacefurnishings.com 563-299-4859 | Sales: Misael Munoz Director, Regional Sales Public Sector munozmis@honcompany.com 563.261.2541 | Sales Support: HON Government Sales Support Team hongovtsalessupport@honcompany.com | Accounts Payable: Holly Van Den Berghe and the Accounts Payable Team will be responsible for the OMNIA contract accountspayable@hnicorp.com 866.514.5882 Option 1 | Financial Reporting & Contracts: Christine McCormick Contract Analyst contractmanager@honcompany.com 563.275.0900

**9 2** **Sales Force**

Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Our sales organization consists of over 100 experienced professionals empowered to serve the needs of our customers. Our sales professionals are aligned to specific regions within the United States. Inside Sales and Support: 27 Business Development Managers/Associates: 65 Regional Market Managers: 6 Regional Vice Presidents: 2 Director, Regional Sales: 2 Director of Public Sector Sales: 1 Education Sales Managers: 3 VP and GM, Sales and Service: 1 Business Development Associates/Managers - HON has over 60 Business Development Members located throughout the United States. Our Business Development Members are physically located within their sales region to build a strong rapport with our customers and our nationwide network of OMNIA Partner dealers. Business Development Members are the foundation of our salesforce and are focused on driving sales and marketing efforts within their Contract assigned region. Some of their key sales activities include meeting with customers and dealers, providing pricing and program guidance, training our dealers on products and pricing, staying up-to-date with local business trends, and attending industry tradeshows. Regional Market Managers – The Regional Market Manager is responsible for managing sales members, the distribution strategy, and to drive aggressive, profitable growth in a predetermined market or geographic area. The Regional Market Manager directs and focuses the Business Development Members on HON objectives within their specific roles while creating a cohesive market strategy to grow HON revenue in the market. This role aligns sales efforts, member development, and sales leadership efforts within the designed market. Regional Vice Presidents - HON has a total of 2 Regional Vice Presidents located throughout the U.S. Regional Vice Presidents have overall responsibility for providing strategic management and sales leadership to our Regional Market Managers and Business Development Members to identify and prioritize regional sales activities and ensure HON has a thorough understanding of the marketplace. Our Regional Vice Presidents also supervise all programs, sales initiatives, and training with our dealer organization. Director of Public Sector - The Director of Public Sector Sales is focused on driving growth within the State and Local segment of our business. This individual develops and implements a strategic sales approach for State, Local, and Cooperative contracts; provides guidance to our sales organization as well as our dealer partners; and builds strong relationships with OMNIA Partners cooperative members and State and Local procurement officials. Vice President and General Manager, Sales and Service - The VP and GM of Sales and Service, directs all nationwide commercial contract business for HON. This person leads the HON team in developing and delivering profitable sales and marketing strategies to dealer partners, wholesale suppliers, and national supplies dealers located throughout the U.S. In addition, this person collaborates with C-level executives of our largest customers - including Fortune 500 corporations - and oversees all channel development, sales, marketing, product strategy, and profitability for HON's largest division. As the HON sales executive leader, he participates in top-to-top senior leadership meetings with OMNIA Partners executives to align our organizational strategies for mutual, profitable, growth. Executive Support: Ric Anderson VP&GM Commercial Contract Business andersenr@honcompany.com 563.506.4554 Sales: Misael Munoz Director, Regional Sales Public Sector munozmis@honcompany.com 563.261.2541

**93** **Implementation**

Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

At HON, your success is our success. We are committed to the role that OMNIA Partners plays in our market share strategies. We have worked closely with OMNIA Partners Public Sector team to understand and leverage the strengths of our two organizations. HON will continue to partner with the OMNIA Partners Public Sector team throughout all levels of the organization, examples of successful collaboration include: ? Strategy meetings with the Strategic Development Partners to create nationwide sales initiatives for a targeted Participating Agency segment; these initiatives will be supported by our mutual sales and marketing teams. o Areas of Opportunities for growth to evaluate will include: 1) States: where a furniture contract isn't present, including-but-not limited to California, Illinois, Michigan, Missouri, Nebraska, Virginia, Washington, North Dakota and Colorado. 2) K-12 Segment: The HON Company is currently launching new, innovative, practical solutions for the classroom space for existing and new customers looking to modernize and bring their districts to the 21st Century Learning styles. The HON Company has invested in a tool that identifies all school districts that have active bond money to execute these efforts. We will highlight the benefits of using a cooperative contract such as OMNIA Partners to hit price points for strict budgets. 3) Cities & Counties: As part of an overall broadened strategy with Public Sector, we will start to create and execute a vision to engage with key cities and counties that OMNIA Partners will be the forefront leader on. We will highlight cooperative purchasing and the benefits of buying from OMNIA Partners. ? Our Marketing teams will continue to collaborate on the development of effective materials which will enhance customers understanding of the contract and share our mutual value proposition. These materials will be targeted to the types of customers listed above. ? Our Sales teams will continue to have a multi-faceted approach to sales by leveraging our nationwide network of dealers and directly targeting eligible Participating Agencies. The lines of communication between our sales organization have been strong throughout our long history and will continue to be a vital part of our mutual success. ? We will continue to utilize the OMNIA Partners training department and OMNIA Partners sales members to support the roll-out of our new contract award and to provide on-going education to our authorized dealer partners, field sales members and eligible participating agencies. We intend to use our nationwide network of OMNIA Partners authorized dealer partners well as our nationwide team of Sales Representatives to aggressively market the OMNIA Partners contract. Our Sales team, dedicated Government Customer Support team, Marketing team and our Dealer partners will be readily available to work with the OMNIA Public Sector organization to continue strong adoption of the contract and mutual sales growth.

**94** **Program Management**

Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

The Region 4 contract is supported throughout our organization; our sales, marketing, customer support, merchandising and contract teams are key departments focused on the success of our contract. Our internal contract team ensures the compliance and support of our contract, they work directly with OMNIA and Region 4 to ensure our contract reflects the most up-to-date pricing, products and services offered by HON. Our contract team has created standard processes and workflows within our organization to allow for product, pricing, dealer updates, etc. to be submitted in a timely manner and per the requirements of the contract. Updates to our contract are announced via a marketing email communication to our sales and dealer network. Our Marketing, Sales and Merchandising functions work closely together to create coordinated plans for customer specific sales efforts, promotions, targeted marketing pieces, etc. As we develop monthly, quarterly and yearly plans for sales growth, these departments review all aspects to ensure proper roll-out and support for our dealers, internal sales teams, OMNIA sales members and eligible participating agencies. We train our dealers on the many features and benefits of the OMNIA Partners contract and how best to promote the contract with OMNIA Partners. Along with training our dealers, we also provide them with the resources and tools to be successful. One of the main marketing resources we provide our dealers is the HON OMNIA Partners catalog. This catalog highlights the benefits of the OMNIA Partners contract, showcases the breadth of products we offer, and provides inspirational images. We understand how important it is to have an online presence, so we maintain a page on hon.com that is dedicated to our OMNIA Partners and outlines where they can find contract information and an OMNIA Partners dealer closest to them. The HON Company is proud to offer the OMNIA Partners contract as our leading nationwide public sector Cooperative Purchasing Program.

**95** **Supplier's Customer List**

State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

HON is a wholly owned subsidiary by HNI Corporation and HNI does not disclose financial information about its sales by operating company. In fiscal 2023, HNI Corporation had net sales of $2.4 billion, of which $1.7 billion was attributable to the workplace furnishings. Federal, state and local government business represent significant sales for HNI Corporation. HNI Corporation has a financial rating of 5A1 with Dun & Bradstreet – the best available rating. To review the Annual Report, please visit https://investors.hnicorp.com/financials/annual-reports/default.aspx.

**96** **System Capabilities and Limitations**

Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

HNI and HON continues to invest in systems which allow us to provide world class capabilities to our dealers and our customers. In 2018 we invested millions of dollars to ensure we were the industry leader for digital capabilities and underwent an eight-year intensive preparation cycle to adapt these principles with Oracle. HNI and HON utilizes an Oracle ERP Enterprise system to manage its entire business platform. The system cohesively integrates all business activities including Sales, Manufacturing, AR, and AP. Oracle manages all orders loaded into the system and schedules manufacturing based on demand and supply chain variables. All activities are electronically coordinated to ensure that lead times are maintained and uphold customer expectations. There are backup systems including manual override capabilities to address individual and custom requirements as they occur. Our preferred method is to have eligible customers submit their orders through our authorized dealers. Dealers will review customers' orders to ensure accurate pricing and product information prior to order. Dealers can place an order directly through The Community powered by Salesforce, via email, or EDI. Online resources are available to our dealers 24 hours a day, 7 days a week. HNI has a fully integrated order entry platform that allows us to receive and enter purchase orders directly from the participating entity. The order execution process is automatic and allows us to acknowledge the order for a ship date with integrated technology in the first 24 hours of receipt. A Delivery Appointment Notification will be sent via email for the authorized dealer or customer to confirm delivery details. Once the order is acknowledged, dealers or customers has access to real-time order status updates. Invoices are created and released at the time of order shipment. Agencies and Dealers both have the capability to monitor and pay invoices within HNI's Oracle system. The agency or dealer being invoiced will be able to review and print invoices, monitor due dates, process ACH payments, and dispute amounts all in one simple and functional online platform. In addition, a dedicated Credit Analyst is available to assist with any issues or questions the agency or authorized dealer may have about Oracle or invoices.

**97** **Projected Sales Year One**

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$0

**98** **Projected Sales Year Two**

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$0

99 **Projected Sales Year Three**

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$0

100 ***Attribute deleted as part of an Addendum***

101 **General Terms and Conditions**

Respondent agrees to comply with the General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations.

☑ I certify compliance with this attribute.

102 **Felony Conviction Notification**

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".

Subsection (b) states "a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract".

Subsection (c) states "this section does not apply to a publicly held corporation".

Use the checkbox associated with this item to identify your status as it relates to this legal requirement.

☐ Non-Felon - person/owner IS NOT a convicted felon

☑ Not Applicable-firm is a publicly held corporation

☐ Felon - person/owner IS a convicted felon

103 **Name of Felon and Nature of Felony, if applicable**

If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.

If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field.

N/A

104 **Criminal History Records Review of Certain Contract Employees**

Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity ("Contractors") and entities that contract with school entity contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes.
Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity *and* have or will have direct contact with students. The school entity will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students at their school.

☑ I certify compliance with this attribute.

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| 105 | **Historically Underutilized Business (HUB) Certification**<br>Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.<br>Select one of the available options:<br><br>**OPTION A**: My business has NOT been certified as HUB.<br><br>**OPTION B**: I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event.<br>☑ OPTION A<br>☑ OPTION B |

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| 106 | **Disclosure of Interested Parties**<br>Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which:<br>(1) requires an action or vote by the governing body; or<br>(2) has a value of $1 million or more; or<br>(3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305.<br><br>NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market).<br><br>If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab.<br><br>Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage.<br><br>Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if:<br>(1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and<br>(2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice.<br><br>**IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OF THIS EXEMPTION.**<br><br>ENTITY TYPES THAT ARE EXEMPT AND SHOULD ATTACH THIS PROOF ARE LISTED IN STATUE AS:<br>• a sponsored research contract of an institution of higher education;<br>• an interagency contract of a state agency or an institution of higher education;<br>• a contract related to health and human services if:<br>• the value of the contract cannot be determined at the time the contract is executed; and<br>• any qualified vendor is eligible for the contract;<br>• a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;<br>• a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or<br>• a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.<br><br>☑ I certify compliance with this attribute. |

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| 107 | **Conflict of Interest Questionnaire**<br>Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations:<br><br>1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or<br>2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of $100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or<br>3) If the vendor has a family relationship with a local government officer of Region 4.<br><br>*"Vendor"* means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7).<br><br>*"Business relationship"* means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3).<br><br>*"Family relationship"* means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).<br><br>*"Local government officer"* means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4).<br><br>**Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: https://www.esc4.net/about/about-region-4.**<br><br>For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links:<br>Texas Local Government Code, Section 176<br>Texas House Bill 23<br><br>A blank Conflict of Interest Questionnaire is available by clicking:<br>https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf.<br><br>If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document.<br>☑ I certify compliance with this attribute. |

108

**Entities that Boycott Israel**

Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent , nor any affiliate, subsidiary, or parent company of the Respondent , if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include 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 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.

*EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.*

☑ I certify compliance with this attribute.

109

**Foreign Terrorist Organizations**

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.

☑ I certify compliance with this attribute.

110

**Firearm Entities and Trade Associations Discrimination**

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

*APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least $100,000 that is paid wholly or partly from public funds of the governmental entity.*

*EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.*

☑ I certify compliance with this attribute.

111

**Energy Company Boycott Prohibited**

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

*EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria. (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code, (ii) with 10 or more full-time employees, and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.*

☑ I certify compliance with this attribute.

112

**Critical Infrastructure Affirmation**

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

*EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.*

*The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause.*

☑ I certify compliance with this attribute.

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| 113 | **Open Records Policy**<br>All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.<br><br>The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is 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.<br><br>Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:<br><br>**OPTION A**: We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.<br><br>**OPTION B**: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event.<br><br>*(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)*<br>☐ OPTION A - No proprietary information<br>☑ OPTION B - Proprietary information marked |
| 114 | **Consent to Release Proposal Tabulation**<br>Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information.<br>☑ I certify compliance with this attribute. |

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| 115 | **Contracting Information**<br>If Vendor is not a governmental body and<br>(a) this Agreement has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC; or<br>(b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.<br><br>As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is<br>(1) related to the purchase or underwriting of a public security;<br>(2) is or may be used as collateral on a loan; or<br>(3) proceeds from which are used to pay debt service of a public security of loan):<br>*"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."*<br><br>Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to<br>(1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;<br>(2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and<br>(3) on completion of the Agreement, either<br>(a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or<br>(b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.<br>☑ I certify compliance with this attribute. |
| 116 | **Anti-Trust Certification Statement**<br>Vendor affirms under penalty of perjury of the laws of the State of Texas that:<br>(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;<br>(2) In connection with this bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;<br>(3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and<br>(4) Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid 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.<br>☑ I certify compliance with this attribute. |
| 117 | **Federal Rule (A) - Contract Term Violations**<br>**(A)** Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 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.<br><br>*Pursuant to Federal Rule (A) above, when federal funds are expended by Region 4 ESC, Region 4 ESC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.*<br>☑ I certify compliance with this attribute. |

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| 118 | **Federal Rule (B) - Termination Conditions**<br>**(B)** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)<br><br>*Pursuant to Federal Rule (**B**) above, when federal funds are expended by REGION 4 ESC, REGION 4 ESC 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 Vendor, in the event vendor 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; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.*<br>☑ I certify compliance with this attribute. |
| 119 | **Federal Rule (C) - Equal Employment Opportunity**<br>**(C)** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must 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."<br><br>It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.<br><br>*Pursuant to Federal Rule (**C**) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.*<br>☑ I certify compliance with this attribute. |

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| 120 | **Federal Rule (D) - Davis Bacon Act/Copeland Act**<br>(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 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, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.<br><br>*Pursuant to Federal Rule (**D**) above, when federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.*<br>☑ I certify compliance with this attribute. |
| 121 | **Federal Rule (E) - Contract Work Hours and Safety Standards Act**<br>(E) (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be 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 U.S.C. 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.<br><br>*Pursuant to Federal Rule (**E**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.*<br>☑ I certify compliance with this attribute. |
| 122 | **Federal Rule (F) - Rights to Inventions Made Under a Contract or Agreement**<br>(F)If the 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 of 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.<br><br>*Pursuant to Federal Rule (**F**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.*<br>☑ I certify compliance with this attribute. |

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| 123 | **Federal Rule (G) - Clean Air Act/Federal Water Pollution Control Act**<br>**(G)** The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 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 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).<br><br>When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).<br><br>When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements 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.<br><br>*Pursuant to Federal Rule (**G**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (**G**) above.*<br>☑ I certify compliance with this attribute. |
| 124 | **Federal Rule (H) - Debarment and Suspension**<br>**(H)** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide 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 1986 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.<br><br>*Pursuant to Federal Rule (**H**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.*<br>☑ I certify compliance with this attribute. |

125 **Federal Rule (I) - Byrd Anti-Lobbying Amendment**

**(I)** (31 U.S.C. 1352)—Contractors 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 U.S.C. 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.

*Pursuant to Federal Rule (I) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:*

*(1) No Federal appropriated funds have been paid or will be paid by or 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 paid 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, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.*
*(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.*
*This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.*

☑ I certify compliance with this attribute.

126 **Federal Rule (J) - Procurement of Recovered Materials**

**(J)** When federal funds are expended by REGION 4 ESC, REGION 4 ESC and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

*Pursuant to Federal Rule (J) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.*

☑ I certify compliance with this attribute.

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| 127 | **Federal Rule (K) - Prohibition on certain Telecom and Surveillance Service and Equipment**<br>(K) Region 4 ESC, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain,<br>(2) extend or renew a contract to procure or obtain, or<br>(3) 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 a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.<br><br>The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.<br>☑ I certify compliance with this attribute. |
| 128 | **Federal Rule (L) - Buy American Provisions**<br>(L) As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act.<br><br>Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.<br><br>*"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.*<br>☑ I certify compliance with this attribute. |
| 129 | **Federal Rule - Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds**<br>When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:<br>1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;<br>2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;<br>3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;<br>4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and<br>5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.<br>☑ I certify compliance with this attribute. |

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| 130 | **Federal Rule - Federal Record Retention**<br>When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.<br><br>Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.<br>☑ I certify compliance with this attribute. |
| 131 | **Federal Rule - Profit Negotiation**<br>For purchases using Federal funds in excess of $250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)).<br><br>When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price.<br>☑ I certify compliance with this attribute. |
| 132 | **Federal Rule - Solid Waste Disposal Act**<br>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Sold Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. 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 exceed $10,000; procuring sold 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. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.)<br><br>Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph.<br>☑ I certify compliance with this attribute. |

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| 133 | Federal Rule - Never Contract with the Enemy – 2 C.F.R. § 200.215<br>When federal funds are expended by REGION 4 ESC for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed $50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, REGION 4 ESC will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183.<br><br>The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. AISD has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.<br>☑ I certify compliance with this attribute. |
| 134 | **Applicability to Subcontractors**<br>Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action.<br>☑ I certify compliance with this attribute. |
| 135 | **Compliance with the Energy Policy and Conservation Act**<br>When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).<br><br>☑ I certify compliance with this attribute. |

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| 136 | **Indemnification**<br>**Acts or Omissions**<br>Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract.<br>**Infringements**<br>a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.<br>b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.<br>c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.<br>**Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity**<br>a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.<br>b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.<br>☑ I certify compliance with this attribute. |
| 137 | **Excess Obligations Prohibited**<br>Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC.<br>☑ I certify compliance with this attribute. |
| 138 | **Suspension and Debarment**<br>Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.<br>☑ I certify compliance with this attribute. |

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| 139 | **Change in Law and Compliance with Laws**<br>Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines.<br>☑ I certify compliance with this attribute. |

## Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

**Check one of the following responses:**

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

*(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

| Section/Page | Term, Condition, or Specification | Exception/Proposed Modification | Accepted (For Region 4 ESC's use) |
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| Appendix A, Section 10. Adding Authorized Distributors/Dealers, P.2 | Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing. | ~~Contractor is prohibited from authorizing a~~Additional distributors or dealers, other than those identified at the time of submitting their proposal, can be added by Contractor to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time ~~it wishes to add~~ an authorized distributor or dealer is added to their dedicated website. Purchase orders and payment ~~can only~~ may be made to the Contractor or authorized dealer ~~unless otherwise approved by Region 4 ESC~~. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing. | |

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| Appendix A, Section 11. Termination of Contract, a) Cancellation for Non-Performance or Contractor Deficiency, P.2-3 | Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC. | Upon receipt of a written deficiency notice, Contractor shall have a reasonable opportunity to cure and ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC. | |
| Appendix A, Section 11. Termination of Contract, c) Delivery/Service Failures., P.3 | Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred. | Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC for comparable products in function, cost, and design, within a reasonable time period, for all expenses incurred. | |
| Appendix A, Section 11. Termination of Contract, e) standard cancellation, P.3 | Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. | Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order and Contractor will be compensated for work in progress. | |
| Appendix A, Section 14 Delivery, P.4 | Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing. | Conforming product shall be shipped within the timeframe mutually agreed to by the Vendor and the Purchasing Agency ~~7 days of receipt of Purchase Order~~. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing. | |

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| Appendix A, Section 28 Stored Materials, P.6 | Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance. | Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the ~~Contractor~~ party in control of the location against loss and damage, unless otherwise agreed to by Contractor and Region 4 ESC. ~~Contractor~~ The insuring party agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until ~~final acceptance~~ delivery into Region 4 ESC control ~~by Region 4 ESC~~, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon Region 4 ESC's acceptance of non-defective, undamaged, product at time of delivery ~~final acceptance~~. | |
| Appendix A, Section 30 Indemnity, P.6 | Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas. | Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses to the extent caused by ~~arising out of or resulting from~~ the negligent actions or willful misconduct of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas. | |

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| Exhibit A, Section 1.1 Requirement, P.31 | All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state. | All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier or Supplier's Authorized Dealer and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier or Authorized Dealer for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier and/or Authorized Dealer is responsible for knowing the tax laws in each state. | |
| Exhibit A, Section 2.2 Pricing Commitment, P.34 | Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement. | ~~Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.~~<br><br>Supplier commits that price shall be equivalent to other cooperative state and local contracts held by the Supplier, buying the same product mix, for the same geographical areas, under the same terms and conditions. | |

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| Exhibit B, Section 13 Administrative Fee Reporting, P.44 | Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. | Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 15th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. | |
| Exhibit B, Section 14 Administrative Fee Payment, P.44 | Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full. | Administrative Fee payments are to be paid by Supplier to OMNIA Partners within 30 days of calendar month end, ~~at the frequency and on the due date stated in Section 13, above,~~ for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full. | |

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| Exhibit F, Federal Funds Certifications, Overview P.53 | The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contract shall contain the following provisions. | The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contract shall contain the following provisions, as applicable, when federal funds are utilized on a project. It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under this contract and/or purchase order prior to offeror's acceptance of the order. | |
| Exhibit F, Federal Funds Certifications, Appendix II to Part 200, P.57 | The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable. | The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable, when federal funds are utilized on a project. It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under this contract and/or purchase order prior to offeror's acceptance of the order. | |
| Exhibit F, Federal Funds Certifications, Record Retention Requirements for Contracts Involving Federal Funds, P.60 | When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. | When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under the resulting contract and/or purchase order prior to offeror's acceptance of the order. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. | |

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| Exhibit F, Federal Funds Certifications, Certification of Compliance with Energy Policy and Conservation Act, P.60 | When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18). | When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18). It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under the resulting contract and/or purchase order prior to offeror's acceptance of the order. | |
| Exhibit F, Federal Funds Certifications, Certification of Compliance with Buy America Provisions, P.60 | To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. | To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that when requested prior to offeror's acceptance of an order, offeror will certify whether its individual products comply to ~~with all~~ applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. | |

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| Exhibit F, Federal Funds Certifications, Certification of Compliance with Buy America Provisions, (1) P.60 | The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. | The Contractor agrees, that when requested prior to Contractor's acceptance of an order, to certify whether its individual products comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. | |
| Exhibit F, Federal Funds Certifications, Certification of Compliance with Buy America Provisions, Certificate of Compliance, P.60 | The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11. | The proposer hereby certifies that when requested prior to proposer's acceptance of an order, it will certify whether its individual products comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11. | |
| Exhibit F, Federal Funds Certifications, Certification of Compliance with Buy America Provisions, Certificate of Compliance, P.61 | The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661. | The proposer hereby certifies that when requested prior to proposer's acceptance of an order, it will certify whether its individual products comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661. | |
| Exhibit F, Federal Funds Certifications, Certification of Applicability to Subcontractors, P.62 | Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions. | Offeror agrees that all dealer subcontracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions. | |

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| Exhibit F, Federal Funds Certifications, Community Development Block Grants, P.62 | Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract. | Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided and Offeror is notified prior to order placement, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract. | |
| Exhibit F, Federal Funds Certifications, Community Development Block Grants, P.62 | Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above. | Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above and as applicable. | |
| Exhibit F, Federal Funds Certifications, FEMA and Additional Federal Funding Special Conditions, P.64 | (Initial Paragraph to this Section)<br>By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities. | (Initial Paragraph to this Section)<br>By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities, when applicable, federal funding is utilized, and Supplier is notified prior to order placement that the product and services are needed for a disaster or emergency situation. | |
| Exhibit F, Federal Funds Certifications, FEMA and Additional Federal Funding Special Conditions, P.66 | **Federal Requirements**<br>If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized. | **Federal Requirements**<br>If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when applicable, federal funding ~~may be~~ is utilized, and Contractor is notified prior to order placement. | |

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| Exhibit F, Federal Funds Certifications, FEMA and Additional Federal Funding Special Conditions, 3. Equal Employment Opportunity, Item 8, P.68 | The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:<br><br>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. | The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every dealer subcontract ~~or purchase order~~ unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each dealer subcontractor ~~or vendor~~. The contractor will take such action with respect to any dealer subcontract ~~or purchase order~~ as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:<br><br>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a dealer subcontractor ~~or vendor~~ as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. | |
| Exhibit F, Federal Funds Certifications, FEMA and Additional Federal Funding Special Conditions, Sign-Off, P.81 | Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation, as applicable. | Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation., as applicable. | |

HON | Make your space work.

June 3, 2024

Region 4 Education Service Center
7145 West Tidwell Road
Houston, TX 77092

RE: RFP for Furniture, Installation and Related Services; Solicitation Number RFP 24-01

Dear Region 4 Education Service Center & OMNIA Partners,

Please accept The HON Company's proposal to perform the covered services under the terms of the Furniture, Installation, and Related Services Solicitation Number RFP 24-01. We have answered the required Attribute Tab questions and uploaded the required Response Attachments to Region 4 ESC's online procurement site per the instructions outlined in the RFP Solicitation 24-01.

Over the past 15 years, HON has strategically positioned the OMNIA Partners contract as our leading nationwide public sector cooperative agreement. Our products and services have been an excellent solution for governmental and public entities looking for greater efficiency and economy in procuring furniture. Upon award, HON will continue to promote our exceptional value and the value of the Region 4 ESC/OMNIA Partners Cooperative. We believe that our proposal provides a comprehensive response for the requirements stated in this RFP.

HON is excited to include the Hickory Business Furniture (HBF) full product line to complement our offering. HBF is part of the HNI Corporation family and offers beautifully designed and exceptionally constructed products. By adding the HBF line we can integrate our HNI brands and offer OMNIA customers a more robust collection of products.

We are confident we have and will continue to support the OMNIA Partners contract as our leading nationwide cooperative agreement. Our executive sales leadership team, including the VP and GM of Sales and Service and Director of Regional Sales Public Sector, will continue to position this contract within our internal sales teams and our authorized dealer partners as the primary tool within our public sector strategy. The success of our leadership team to drive this message forward is evidenced by our strong year over year sales growth under the Region 4 contract.

We kindly request that OMNIA and Region 4 agree to a start date of May 1, 2025, to coincide with our current contract's April 30, 2025 expiration date. We have many riders and piggyback agreements tied to OMNIA. Allowing ample time between the award date and the new contract start date will allow us to seamlessly transition these agreements and reduce the risk of any lapse in coverage for our mutual customers.

HON is not merely offering great product solutions but will continue to work diligently towards building a lasting partnership between our organizations. With this proposal, our desire is to demonstrate continued dedication towards Region 4, OMNIA Partners, and our shared customers.

Sincerely,

Eric Schroeder
Vice President, Finance - HNI Workplace Furnishings

*Appendix C, Doc #1*

## ACKNOWLEDGMENT AND ACCEPTANCE
## OF REGION 4 ESC's OPEN RECORDS POLICY

### OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information 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 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is 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 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).*

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

_ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

X We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)*

6/3/2024
*Date*

*Authorized Signature & Title*
Eric Schroeder
Vice President, Finance - HNI Workplace Furnishings

*Appendix C, Doc #2*

**ANTITRUST CERTIFICATION STATEMENTS**
**(Tex. Government Code § 2155.005)**
Attorney General Form

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.

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| **Company** | The HON Company LLC | **Contact** | Melissa Lincoln<br>**Signature**<br>Melissa Lincoln<br>**Printed Name**<br>Public Sector Sr. Program Manager<br>**Position with Company** |
| **Address** | 600 East 2nd Street<br>Muscatine, IA 52761 | **Official Authorizing Proposal** | <br>**Signature**<br>Eric Schroeder<br>**Printed Name**<br>Vice President, Finance - HNI Workplace Furnishings<br>**Position with Company** |
| **Phone** | 800-466-8694 | | |
| **Fax** | | | |

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

Certificate Number:
2024-1155273

Date Filed:
05/01/2024

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
The HON Company LLC
Muscatine, IA United States

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
Region 4 Education Service Center

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
Solicitation Number RFP 24-01
Furniture, Installation, and Related Services

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| HNI Corporation | Muscatine, IA United States | X | |
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5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is Eric Schroeder and my date of birth is _____

My address is 600 E 2nd Street (street), Muscatine (city), Iowa (state), 52761 (zip code), USA (country)

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

Executed in Muscatine County, State of Iowa, on the 3rd day of June (month), 2024 (year)

NOTARIAL SEAL IOWA
CINDY HERMANN
Commission Number 756350
My Commission Expires
December 26, 2026

Cindy Hermann 6/3/2024

Signature of authorized agent of contracting business entity
(Declarant)

*Appendix C, DOC # 4*

**Texas Government Code 2270 Verification Form**

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Eric Schroeder Vice President, Finance, as an authorized representative of

The HON Company LLC, a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Signature of Named Authorized Company Representative

6/3/2024

Date

# HON Integrated Design Solutions

The HON Company's Integrated Design Solutions (IDS) team comprises expert design professionals dedicated to supporting our dealers and clients by providing complimentary, meticulously crafted design packages. These packages ensure accurate specifications and enhance the overall value of our offerings.

**Plan & Specify:**

Our IDS team collaborates with dealers to produce professional design packages, including 2D furniture plans, white sweep renderings, a comprehensive bill of materials/parts list, and the CET Designer file. These detailed plans offer customers a comprehensive overview of their furniture projects.

**Audit:**

Additionally, our IDS team offers auditing services to verify the completeness and accuracy of drawings and parts lists. A HON Interior Designer conducts thorough checks to ensure quantities, product compatibility, and structural integrity.

**Value Engineering:**

To optimize furniture layouts and offer cost-saving solutions, our IDS teams provide value engineering options and suggestions tailored to meet our customers' specific needs.

**Rendering:**

Our IDS team creates realistic renderings to help customers visualize their furniture installations, including fabrics and finishes. These renderings provide invaluable insights into the final look of the space before ordering.

Enhanced services include Live Design collaboration, virtual walkthrough capabilities, and project consultation, ensuring a seamless and tailored experience for our customers.

Virtual Live Design

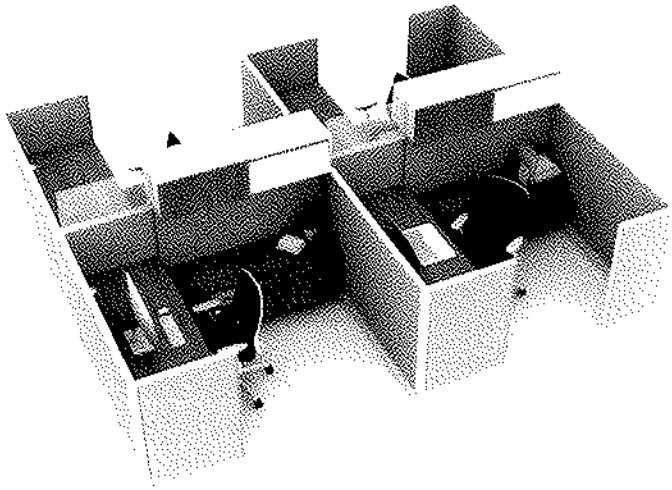
Enhance the customer experience through innovative online project collaboration with trade partners and customers utilizing HON talent, CET Designer, and Microsoft Teams. This virtual platform fosters seamless communication and collaboration, ensuring efficient project execution and customer satisfaction.

2D VR Experience

Offer self-guided virtual project tours designed to help customers visualize their space and HON solutions. These tours are created based on a Plan & Specify project, utilizing the HON and Yulio Jump CET extensions to provide an immersive and engaging experience.

3D VR Experience

Deliver curated and guided virtual project tours with VR goggles, immersing customers in their space and HON solutions. These tours are built off a Plan & Specify project, leveraging the HON and Yulio Jump CET extensions to provide an interactive and immersive visualization experience.

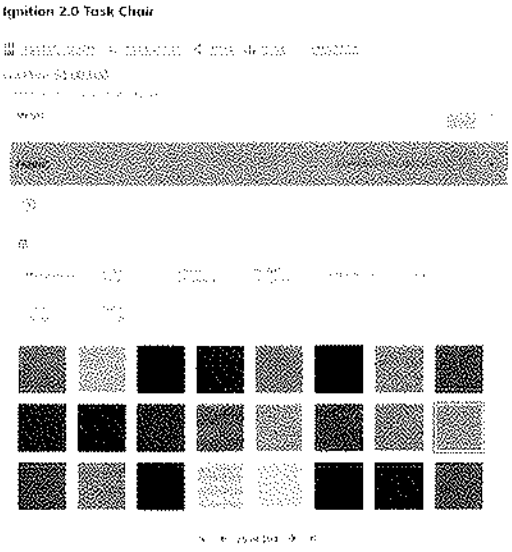


# Visualize Your Product

Product configurators allow clients and design partners to collaborate on the configuration and aesthetic of a product more seamlessly, getting from inspiration to installation quicker. Having a clear visual depiction of any product solution allows decision makers to clearly articulate their design intent and direction.

HON's Product Configurator provides the latest technology for users to configure not only task seating options but also Executive & Conference Seating, Guest Seating, Lounge Seating, Stools, Stacking, Big & Tall, Education Seating, Contain Lockers, Contain Wardrobes, and Fuse Storage.

In addition, we have a room planner, scene configurator, chair chooser, and multiple design resources. It is important to note that these tools are for general use and not specific to Region 4/OMNIA Partners or any other customers with contract specific products.




**Product Configurator**

# Textile Innovations & Sustainability Awards

**PFAS Removal from Standard Finish Offerings**

HNI is proud to announce that we will be completely free of intentionally added PFAS in our standard textiles and finishes in July of 2024. We are actively working with our suppliers and partners to transition our finishes to PFAS free versions, so that we able to provide quality product without harsh chemical treatments.

**Sustainability**

- We are researching, developing, and testing the following sustainable materials.
- Biobased foam that uses landfill diverted biomass from food processing wastes.
- Recycled PET resin in powdered coated paint.
- Carbon negative materials made from Biochar and woody fiber plants.
- Circular materials made from our products and wastes.

Better Plants

The Better Project Award acknowledges HNI's exceptional achievements in executing energy-efficient initiatives within its manufacturing operations, particularly concerning the optimization of paint booth ovens. Through the addition of air curtains designed by HNI, it was able to reduce oven energy demand by up to 30% per oven while also stabilizing oven temperatures. These improvements help increase efficiency, reduce overall greenhouse gas emissions, and provide a better working environment for members.

America's Most Responsible Companies were selected based on publicly available key performance indicators derived from social responsibility reports, sustainability reports, as well as an independent survey. The results are focused on company performance across environmental sustainability, social responsibility, and corporate governance.

**HNI has been awarded in the past: 2023 Ranked #6, 2022 Ranked #38, 2021 Ranked #309, 2020 Ranked #246**

"HNI is honored to once again be named to the list of the most responsible companies in America," said Jeff Lorenger, Chairman, President, and Chief Executive Officer of HNI Corporation. "This acknowledgement underscores our commitment to corporate social responsibility as a core value and highlights the progress we are making on our long-term goals. We are honored to continue to be recognized for our efforts."

Jeff Lorenger | President, CEO of HNI Corporation

# HON NOW

## The Leading Mid-Market Quickship Manufacturer

To keep your business at peak productivity, waiting isn't always an option. The HON NOW Quickship Program was designed for movers and shakers like you who want exceptional quality, durability, and versatility without compromising valuable time. Whether you're outfitting a brandnew workspace or simply expanding the one you already have, we've got a variety of dependable and supportive office furniture solutions designed to fit your needs and your schedule - in a hurry, without the hassle

HON NOW offers a comprehensive product offering to meet your office furniture needs while keeping speed as a priority. With a comprehensive product offering and billions of seating customization options, the program can outfit an entire Private Office, Open Office, Collaborative, Common or Welcome Space.

HON NOW gives customers access to just a chair or desk all the way to an entire private office, open office workstations to a collaborative space in your office all delivered with speed.

- No minimum or maximum order threshold. However, large quantity orders or large dollar volume orders will be reviewed and may receive lead times greater than the HON NOW Program delivery threshold.
- Orders are subject to availability based on the HON NOW assortment.

Look for this icon throughout hon.com and other marketing resources to find fully customizable chairs that ship in 2-days.

HON | Make your space work.

June 3, 2024

Region 4 Education Service Center
7145 West Tidwell Road
Houston, TX 77092

RE: HON NOW Program for Solicitation Number RFP 24-01

Dear Region 4 Education Service Center & OMNIA Partners,

The HON Company is excited to request the addition of the HON NOW quick ship program with our RFP response. HON NOW offers a comprehensive product offering to meet your office furniture needs while keeping speed as a priority. HON NOW is designed to deliver on average in 10 business days. Below are the specific details of the program HON is offering to the OMNIA Partner/Region 4 ESC customers:

- HON NOW program orders shall be based upon the HON NOW commercial program terms and conditions.
- Orders using the NOW quick ship program will be based off of the HON Commercial List Price in effect at time of order.
- HON NOW orders must be issued to the HON authorized dealer for processing and invoicing.
- The HON NOW commercial program list prices and product assortment may be revised at any time, and all such revisions are incorporated by reference herein without need to formally amend this agreement
- Delivery occurs within 11 business days upon HON's receipt of a "clean" order - a "clean" order meets the terms of the program and has all the necessary information needed to successfully process
- If the order requires liftgate or palletization, you must request an Enhanced Service through the Community.
    - Liftgate will not be available for orders of 250 cubes or greater due to carrier limitations.
    - All orders shipping LTL will be palletized.
- Discounting off list price for any order is as follows:

HON NOW

| Total Order at List | Systems & Pedestals | All Other HON NOW Product |
|---|---|---|
| All Orders | 64.70% | 51.10% |

- HON NOW orders are limited to quantities available in-stock at time of order; because the NOW program is to designed to satisfy a fast option to the items most frequently requested, the product offering is updated frequently. Product modifications will not be required for these updates.
- Products offered under the NOW program may include product categories which are not available under the terms of this contract (i.e. 5-year warranty items, specific product categories). All products available under the NOW program will be offered to eligible entities under this agreement.
- The HON published warranty for each product in effect at time of order placement shall apply.

Please click on the following link to view the HON NOW Digital Catalog and HON NOW Digital Price List.

Sincerely,

Eric Schroeder
Vice President, Finance - HNI Workplace Furnishings

# Enhanced Services

We are excited to introduce Enhanced Services, the ability to order additional services right along with your HON products. We understand that some orders are unique and have special requirements that are not included in our standard services and want to make that an easy process for you. As a result, we are offering two different types of enhanced services. The orderable services will have a fixed fee per purchase order while the service requests are more unique and will require a quote from Customer Support. The ultimate goal for HON's Enhanced Services is to make it easier for you to provide an exceptional experience for your customers while increasing profitability.

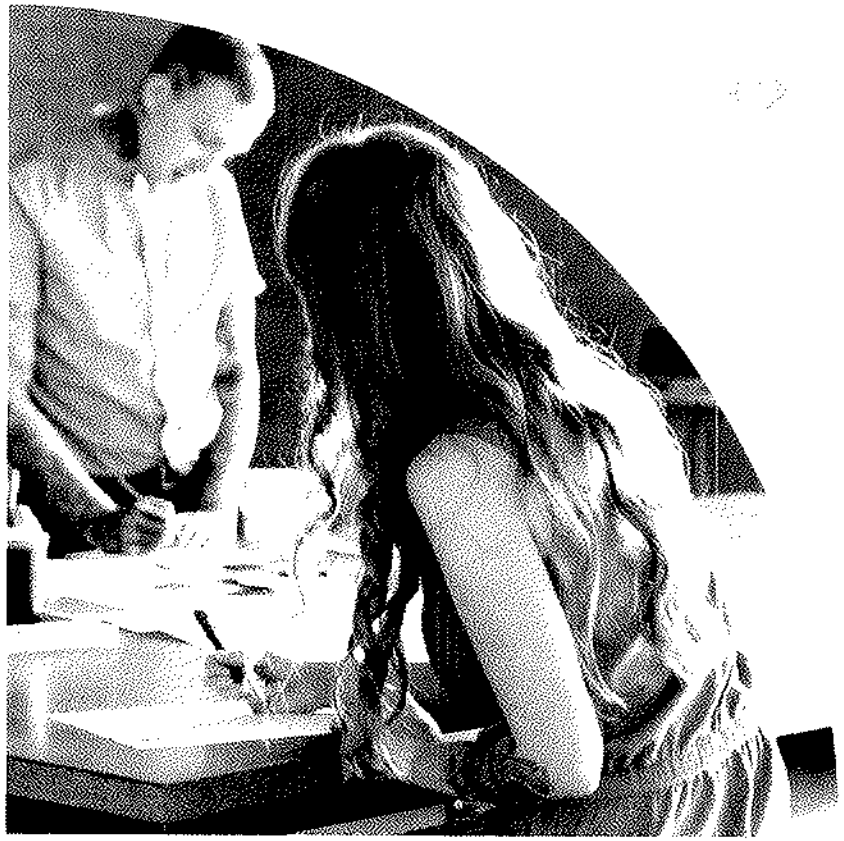
Please direct any questions to HON Customer Support at GeneralSupport@hniworkplacefurnishings.com.

| **Orderable Services**<br>Customer may order in eOrdering or submit PO without pre-approval for service | **Cost for Service** |
|---|---|
| Lift Gate (Limited to orders less than 250 cubes) | $250/Order |
| Proof of Delivery | $20/Order |
| Professional Protective Equipment (minimum order size of 250 cubes) | $50/Order |
| US Citizen Driver | $50/Order |
| Inside Delivery (Limited to orders less than 250 cubes) | $250/Order |

| **Services Requiring Approval**<br>Customer must receive approval for service before ordering service. In some cases, these services may not be available after order is placed. | **Cost for Service** |
|---|---|
| Specific Delivery Date/Time | Actual Charges Apply |
| Dedicated Truckload Delivery | Actual Charges Apply |
| Ocean Container | Actual Charges Apply ($2,000 minimum) |
| Trailer Length Maximum | Actual Charges Apply |
| Advanced Clearance | Actual Charges Apply |
| Carrier Insurance | $50/Order |
| Expedited Transit | Actual Charges Apply |
| Palletization | Actual Charges Apply ($1,000 minimum) |
| Special Permits | $50/Order + Permit Fees |

HNI

2022
Corporate
Social
Responsibility
Report




3 A Message from Our CEO

4 Awards and Achievements

5 Continued Engagements and Commitments

6 About HNI/Governance

8 About This Report

9 Goals and Progress

**11 Respecting People**

**21 Reducing Impacts**

**28 Redefining Tomorrow**

**Appendix**

39 GRI Content Index

64 TCFD Disclosure

66 SASB Disclosure


1947 C. Maxwell Stanley, Clement Hanson, and H. Wood Miller start a new company called HomeComforts




197

# Leadership

## Message from Jeffrey Lorenger, Chairman, President and CEO

In 2022, HNI celebrated 75 years of creating products that encourage collaboration and productivity in the workplace and warm memories at home. Since our founding, we are proud to have continually built a great place to work for our members.

Looking forward to our next 75 years, and beyond, we continue to build on our strong foundation and launch new initiatives to lead HNI into the future.

These initiatives are based on our belief that tomorrow must be more inclusive, safer, and more sustainable than yesterday to meet the pressing challenges ahead. We anchor this work in our corporate social responsibility (CSR) strategy called CORE: Conscious Operations and Responsible Environments. CORE is HNI's blueprint for the future to promote respect and a place for all members, reduction of our environmental and climate impacts, and creation of more sustainable products.

CORE integrates our belief in respecting people and supporting our communities, and it promotes HNI Belong. HNI Belong focuses on increasing diversity throughout the company including growing the number of women and ethnically diverse members serving at manager level and above.

To demonstrate our commitment to CORE, in 2021, we began aligning executive compensation with our diversity goals, and in 2022, we began aligning executive compensation with our sustainability goals. In this way, we are strengthening and motivating our entire organization toward achieving the CSR goals outlined in this report.

We understand the call to innovate and think about our resources in new ways. This year, across all HNI brands and departments, we found ways to further reduce energy consumption, emissions, and waste. We are embracing sustainability as part of our company culture and as an important consideration in all of our decisions.

As part of this work, we have aligned our emissions targets to the Science Based Targets initiative (SBTi) in an effort to reduce global warming and limit the impact of climate change.

As we build the elements of CORE into our culture, we are providing an opportunity for all of our members to get even more involved and empowered to help create positive change—being more inclusive; becoming better stewards of our resources; and building stronger, healthier communities.

As you will learn in the following pages, HNI is gaining momentum and making important strides toward our corporate CSR goals. As we continue to grow our family of brands with the addition of Kimball International, we collectively are committed to the long-term success of HNI, which includes our commitment to the objectives outlined in this report. Please join us on our journey.

Jeffrey D. Lorenger
Chairman, President, and
Chief Executive Officer
HNI Corporation

1956 Company holds first annual recognition dinner to honor members with 5+ years of service.



HNI announced the acquisition of Kimball International in 2023. Due to the timing of this acquisition, data within this report is not inclusive of Kimball International.

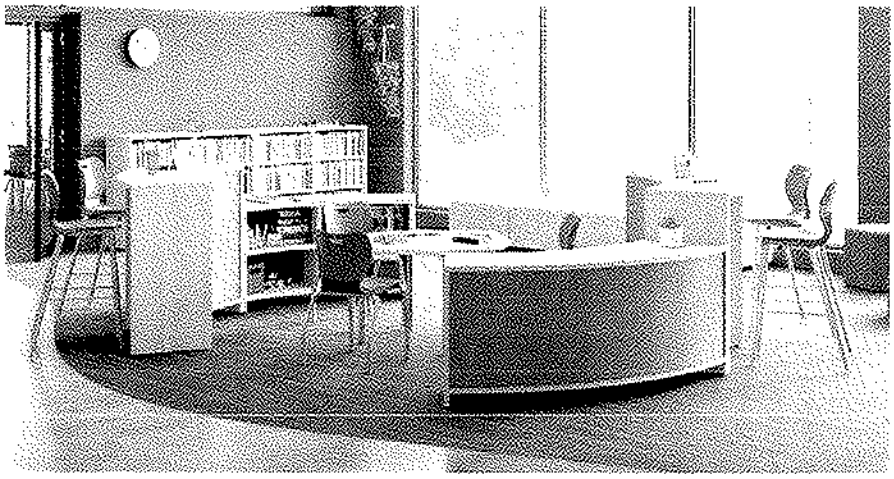
# Business Information

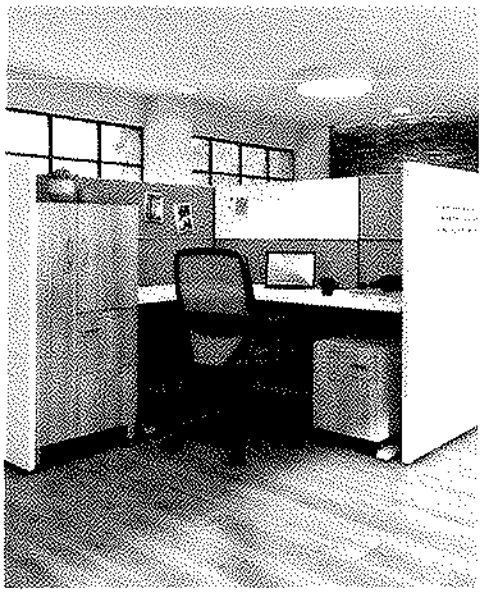
**The HON Company**

200 Oak Street
Muscatine IA, 52761
United States of America

DUNS Number: 14-781-4735

FEIN Number: 42-1491474





**Make Your Space** *Work*

D&B

Printed By:Jesse Albrecht

Date Printed:05/22/2024

LIVE REPORT

# HON COMPANY LLC, THE

Subsidiary of HON COMPANY, MUSCATINE, IA

HEADQUARTERS

**D-U-N-S Number:** 14-781-4735
**Phone:** +1 563 272 7100

**Address:** 200 Oak St, Muscatine, IA, 52761, United States Of America
**Web:** www.hon.com
**Endorsement:** Albrechtj@hnIworkplacefurnishings.com

## Summary

Currency: USD

### KEY DATA ELEMENTS

| KDE Name | Current Status | Details |
|---|---|---|
| PAYDEX® | | 5 Days Beyond Terms |
| Delinquency Score | | Moderate Risk of severe payment delinquency. |
| Failure Score | | Low to Moderate Risk of severe financial stress. |
| D&B Viability Rating | | View More Details |
| Bankruptcy Found | | |
| D&B Rating | | 10 employees and over. Moderate Risk |

### ALL ACCOUNTS

| Totals | Total Outstanding | Approved Credit Limit | Credit Limit Utilization | Total Past Due | Total 90 Days+ |
|---|---|---|---|---|---|
| 2 | 432 | - | - | 432 | 432 |

### Account Level Detail

| Account Name | Total Outstanding | Approved Credit Limit | Credit Limit Utilization | Total Past Due | Total 90 Days+ |
|---|---|---|---|---|---|
| MANNAR PURCHASE HOU | 432 | 0 | - | 432 | 432 |
| STAPLES CREDIT PLAN | 0 | 0 | - | 0 | 0 |

### COMPANY PROFILE

**D-U-N-S**

**Legal Form**

**History Record**

**Date Incorporated**

**Mailing Address**

**Telephone**

**Website**

**Employees**

**Age (Year Started)**

**Named Principal**

**Line of Business**

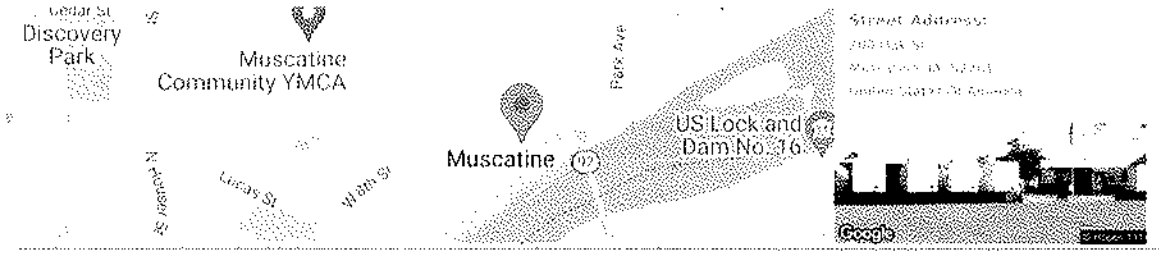
**Present Control Succeeded**

**State of Incorporation**

**SIC**

**Ownership**

**NAICS**




**OVERALL BUSINESS RISK**

## Dun & Bradstreet thinks...

**Overall assessment of this organization over the next 12 months:** **Stable Condition**

**Based on the predicted risk of business discontinuation:** **High Likelihood Of Continued Operations**

**Based on the predicted risk of severely delinquent payments:** **Moderate Potential For Severely Delinquent Payments**

**D&B MAX CREDIT RECOMMENDATION**

**MAXIMUM CREDIT RECOMMENDATION**

**470,000 (USD)**

The recommended limit is based on a moderately low probability of severe delinquency.

**FAILURE SCORE**

**Company's Risk Level**

**Probability of failure over the next 12 months**
**0.09 %**

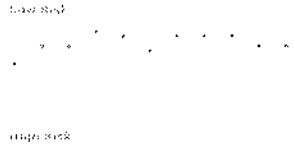
## Past 12 Months

**DELINQUENCY SCORE**

**Company's Risk Level**

**Probability of delinquency over the next 12 months**
**4.2 %**

Past 12 Months



VIABILITY RATING SUMMARY

Viability Score

Data Depth Indicator

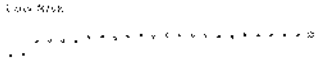
Portfolio Comparison

- Financial Data
- Trade Payments
- Company Size
- Years In Business

D&B PAYDEX

6 days beyond terms

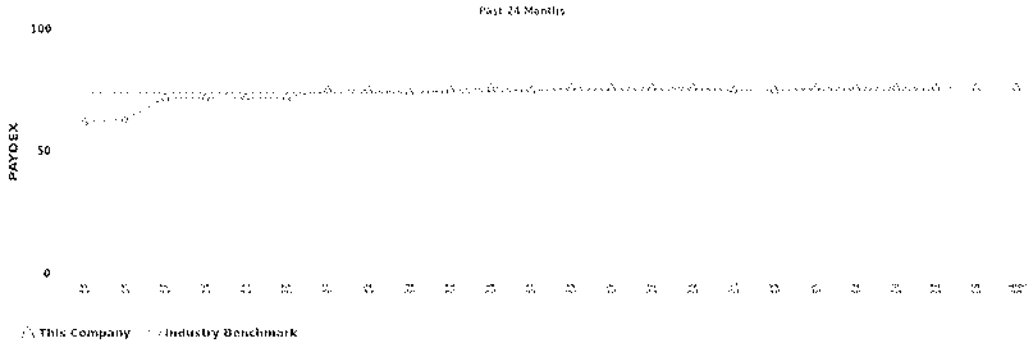
Past 24 Months



D&B PAYDEX - 3 MONTHS

30 days beyond terms

PAYDEX TREND CHART



SBRI ORIGINATION

D&B SBFE SCORE

D&B RATING ⓘ

**Employee Size**

**1R**

**Risk Indicator**

**3**

LEGAL EVENTS

| Events | Occurrences | Last Filed |
|---|---|---|
| Bankruptcies | 0 | - |
| Judgements | 0 | - |
| Liens | 1 | 03/28/2016 |
| Suits | 3 | 03/25/2020 |
| UCC | 27 | 04/08/2020 |

DETAILED TRADE RISK INSIGHT™

**Days Beyond Terms**

**1 Days**

**3 Months**

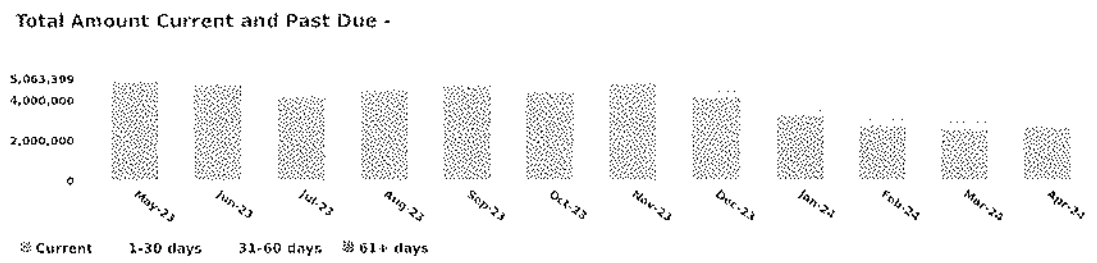
**From Mar-24 to May-24**

Dollar-weighted average of **14** payment experiences reported from **7** companies.

**Recent Derogatory Events**

| Status | Mar-24 | Apr-24 | May-24 |
|---|---|---|---|
| **Placed for Collection** | _ | 139 on acct | _ |
| **Bad Debt Written Off** | - | - | - |

## DETAILED TRADE RISK INSIGHT™ 13 MONTH TREND




## FINANCIAL OVERVIEW - BALANCE SHEET

No Data Available

## TRADE PAYMENTS

**Highest Past Due:**

35,000

| Highest Now Owing | Total Trade Experiences | Largest High Credit |
|---|---|---|
| 700,000 | 38 | 800,000 |

## FINANCIAL OVERVIEW - PROFIT AND LOSS

No Data Available

## OWNERSHIP

| Subsidiaries | Branches | Total Members |
|---|---|---|
| - | 7 | 181 |

This company is a Headquarters, Subsidiary.

| | Global Ultimate | Immediate Parent | Domestic Ultimate |
|---|---|---|---|
| Name | HNI Corporation | HNI Corporation | HNI Corporation |
| Country | United States | United States | United States |
| D-U-N-S | 00-526-9709 | 00-526-9709 | 00-526-9709 |
| Others | - | - | - |

## FINANCIAL OVERVIEW - KEY BUSINESS RATIOS

No Data Available

**ALERTS**

Please sign up for alerts for this entity's industry.

**NEWS**

GENERAL INDUSTRY

The 2nd Sector Combines efficiency, profitability and sustainability - Part 1 **Hospitality On - En 05/17/2024**

EARNINGS RELEASE, FINANCIAL NEWS, MERGER AND ACQUISITION

Honeywell (HON) Rides on Business Strength Amid Headwinds **Finanzen.net 05/16/2024**

MERGER AND ACQUISITION

Honeywell (HON) Rides on Business Strength Amid Headwinds **Yahoo Finanzas - Sitemap 05/16/2024**

AWARDS

HON Announces Top Sales Distinction Awards to Industry-leading Dealer Partners **Office Insight - Interviews 05/09/2024**

EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS

Analysts Offer Insights on Industrial Goods Companies: Willscot Mobile Mini Holdings (WSC) and Honeywell International (HON) **Markets Businessinsider.com - News-2 05/08/2024**

EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS

Berenberg Bank Keeps Their Buy Rating on Honeywell International (HON) **Markets Businessinsider.com - News-2 05/07/2024**

GENERAL INDUSTRY

New trend in hospitality technologies to enhance the customer experience - Part 2 **Hospitality On - En 05/03/2024**

GENERAL INDUSTRY

S&P500 Companies Involved in weapons manufacturing **Wealth Awesome 05/01/2024**

EARNINGS RELEASE, FINANCIAL NEWS

Daily Dividend Report: IBM,VMC,HON,EMN,GPC **Nasdaq 04/30/2024**

EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS

Is Trending Stock Honeywell International Inc. (HON) a Buy Now? **Finanzen.net 04/30/2024**

**COUNTRY/REGIONAL INSIGHT**

## United States Of America

**Inflationary pressures drive a drop in US shopper sentiment and stifle consumer spending growth; the Fed's higher-for-longer view for interest rates dampens the domestic demand outlook.**

Risk Category

## Available Reports

**Country Insight Report (CIR)**

**Country Insight Snapshot (CIS)**

### STOCK PERFORMANCE

No stock performance data is available for this D-U-N-S Number.

The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

### Detailed Trade Risk Insight™

Detailed Trade Risk Insight provides detailed updates on over 1.5 billion commercial trade experiences collected from more than 260 million unique supplier/purchaser relationships.

### DAYS BEYOND TERMS - PAST 3 & 12 MONTHS

**3 Monthsof Mar-24 to May-24**

**Days Beyond Terms :1 Days**

Dollar-weighted average of**14**
payment experiences reported from**7**companies.

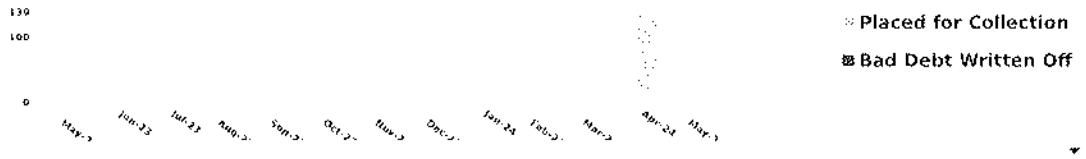
**12 monthsof Jun-23 to May-24**

**Days Beyond Terms :2 Days**

Dollar-weighted average of**44**
payment experiences reported from**21**companies.

### DEROGATORY EVENTS LAST 13 MONTHS FROM MAY-23 TO MAY-24

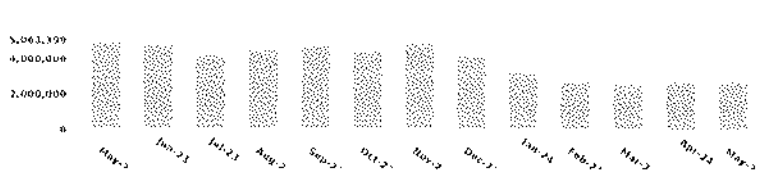
How should I interpret derogatory events?




| Status | May-23 | Jun-23 | Jul-23 | Aug-23 | Sep-23 | Oct-23 | Nov-23 | Dec-23 | Jan-24 | Feb-24 | Mar-24 | Apr-24 | May-24 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Placed for Collection | .. | .. | .. | .. | .. | .. | .. | . | .. | .. | .. | 139 on 1 acct | . |

Bad Debt Written Off

TOTAL AMOUNT CURRENT AND PAST DUE - 13 MONTH TREND FROM MAY-23 TO MAY-24




| Status | May-23 | Jun-23 | Jul-23 | Aug-23 | Sep-23 | Oct-23 | Nov-23 | Dec-23 | Jan-24 | Feb-24 | Mar-24 | Apr-24 | May-24 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Total | | | | | | | | | | | | | |
| Current | | | | | | | | | | | | | |
| 1-30 Days Past Due | | | | | | | | | | | | | |
| 31-60 Days Past Due | | | | | | | | | | | | | |
| 61-90 Days Past Due | | | | | | | | | | | | | |
| 91+ Days Past Due | | | | | | | | | | | | | |

## Risk Assessment

Currency. All figures shown in USD unless otherwise stated

D&B RISK ASSESSMENT

OVERALL BUSINESS RISK

**Dun & Bradstreet thinks...**

- Overall assessment of this organization over the next 12 months: **STABLE CONDITION**
- Based on the predicted risk of business discontinuation: **HIGH LIKELIHOOD OF CONTINUED OPERATIONS**
- Based on the predicted risk of severely delinquent payments: **MODERATE POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

MAXIMUM CREDIT RECOMMENDATION

**470,000 (USD)**

The recommended limit is based on a moderately low probability of severe delinquency.

D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

**Viability Score**
**Compared to All US Businesses within the D&B Database:**

- Level of Risk:**Low Risk**
- Businesses ranked **3** have a probability of becoming no longer viable: **3** %
- Percentage of businesses ranked **3: 15** %
- Across all US businesses, the average probability of becoming no longer viable:**14** %

**Portfolio Comparison**
**Compared to All US Businesses within the same MODEL SEGMENT:**

- Model Segment :**Established Trade Payments**
- Level of Risk:**Low Risk**
- Businesses ranked **2** within this model segment have a probability of becoming no longer viable: **3** %
- Percentage of businesses ranked **2** with this model segment: **16** %
- Within this model segment, the average probability of becoming no longer viable:**5** %

**Data Depth Indicator**

**Data Depth Indicator:**

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Basic Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

**Request Financial Statements**

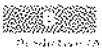
Reference the FINANCIALS tab for this company to monitor the status of your request.

**Company Profile:**

**Company Profile Details:**

- Financial Data: **False**
- Trade Payments:
- Company Size:
- Years in Business:

Subsidiary

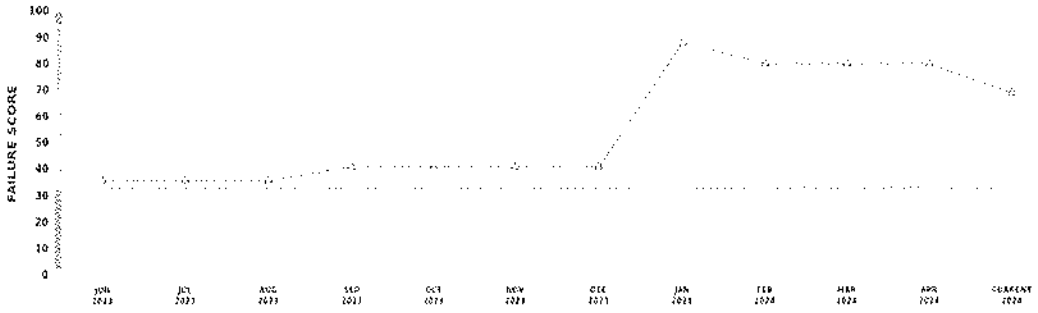


**FAILURE SCORE** FORMERLY FINANCIAL STRESS SCORE

- Low proportion of satisfactory payment experiences to total payment experiences
- UCC filings reported
- High proportion of slow payment experiences to total number of payment experiences
- Composite credit appraisal is rated fair

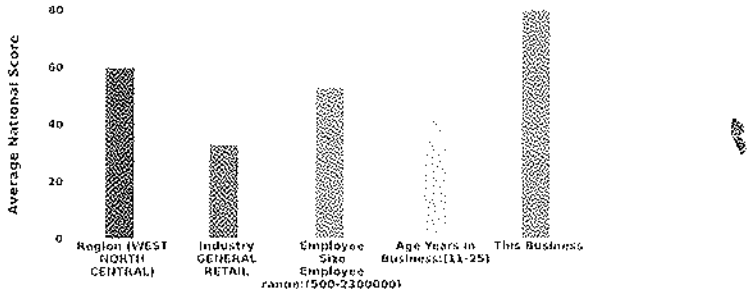
| Level of Risk | Raw Score | Probability of Failure | Average Probability of Failure for Businesses in D&B Database | Class |
|---|---|---|---|---|
| | 1533 | 0.09 % | 0.48 | 2 |

**Business and Industry Trends**




FAILURE SCORE  Industry Median Quartile

**BUSINESS AND INDUSTRY COMPARISON**



| Norms | National % |
|---|---|
| This Business | 88 |
| Region:(WEST NORTH CENTRAL) | 60 |
| Industry:GENERAL RETAIL | 33 |
| Employee range:(500-23000000) | 93 |
| Years in Business:(11-25) | 43 |

**DELINQUENCY SCORE** > GRADED COMMERCIAL CREDIT SCORE

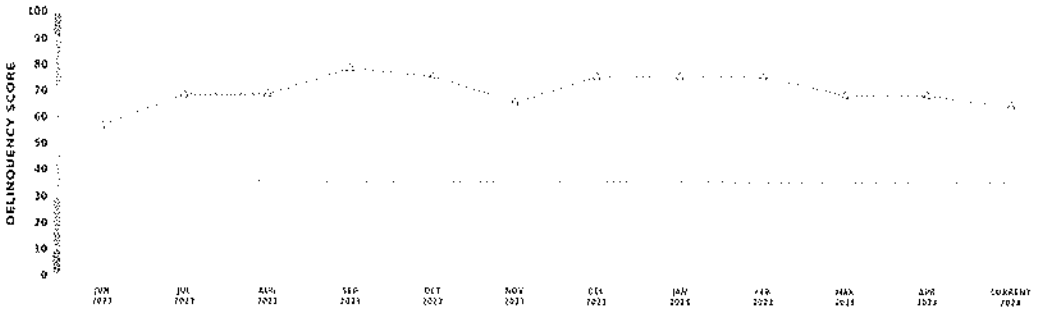
High Risk : 11

Low Risk : 1000

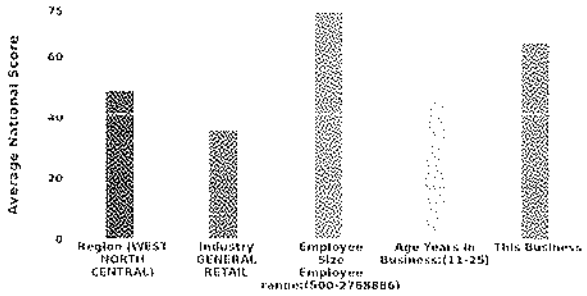
- Proportion of slow payments in recent months
- Higher risk industry based on delinquency rates for this industry
- Proportion of past due balances to total amount owing
- Evidence of open suits and liens

| Level of Risk | Raw Score | Probability of Delinquency | Compared to Businesses in D&B Database | Class |
|---|---|---|---|---|
| | **520** | **4.2 %** | **10.2 %** | **3** |

**Business and Industry Trends**




**BUSINESS AND INDUSTRY COMPARISON**




**Selected Segments of Business Attributes**

| Norms | National % |
|---|---|
| This Business | 69 |
| Region:(WEST NORTH CENTRAL) | 49 |
| Industry:GENERAL RETAIL | 36 |
| Employee range:(500-2768886) | 75 |
| Years in Business:(11-25) | 46 |

**D&B PAYDEX**

High Risk : 1

Low Risk : 100

**D&B 3 MONTH PAYDEX**

High Risk : 11

Low Risk : 100

When weighted by Amount, Payments to Suppliers average 6 Days Beyond Terms

High risk of late payment (Average 30 to 120 days beyond terms)

Medium risk of late payment (Average 30 days or less beyond terms)

Low risk of late payment (Average prompt to 30+ days sooner)

**Industry Median:** 75

Equals 8 Days Beyond Terms

Based on payments collected 3 months ago.

When weighted by Amount, Payments to suppliers average 30 days beyond terms

High risk of late payment (Average 30 to 120 days beyond terms)

Medium risk of late payment (Average 30 days or less beyond terms)

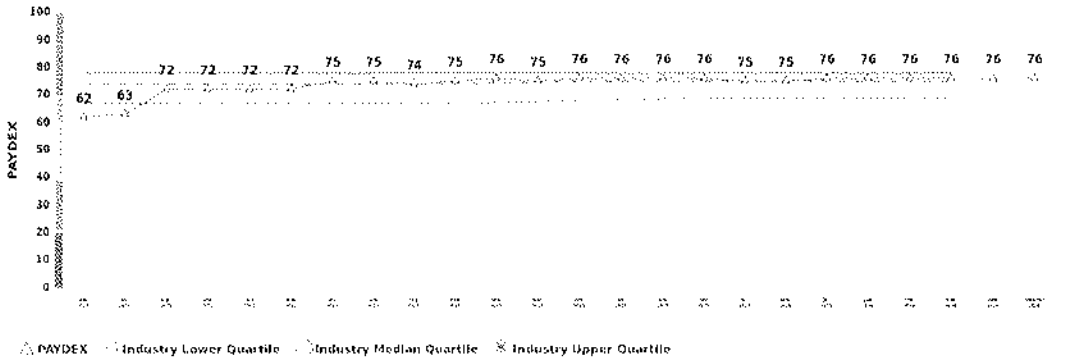
Low risk of late payment (Average prompt to 30+ days sooner)

**Industry Median:** 75

Equals 8 Days Beyond Terms

**Business and Industry Trends**

5712 - Ret furniture




PAYDEX - Industry Lower Quartile - Industry Median Quartile - Industry Upper Quartile

**D&B RATING**

| Employee Size | Risk Indicator |
|---|---|
| **1R** | **3** |
| **1R** | **4** |

| Date Applied | D&B Rating |
|---|---|
| 01/11/2022 | 1R4 |
| 06/10/2019 | 1R3 |
| 06/13/2018 | 1R4 |
| 10/31/2016 | 1R3 |
| 02/01/2016 | 1R2 |

## Trade Payments

Currency. All figures shown in USD unless otherwise stated

**TRADE PAYMENTS SUMMARY** (Based on 24 months of data)

**6**
Days Beyond Terms

**74%**

**35,000 (USD)**

**Highest Now Owing :**

**Total Trade Experiences:**

**Total Unfavorable Comments :**

**Total Placed in Collections:**

**D&B PAYDEX**

**D&B 3 MONTH PAYDEX**

When weighted by Amount, Payments to Suppliers average 6 Days Beyond Terms

High risk of late payment (Average 30 to 120 days beyond terms)

Medium risk of late payment (Average 30 days or less beyond terms)

Based on payments collected 3 months ago.

When weighted by Amount, Payments to suppliers average 30 days beyond terms

High risk of late payment (Average 30 to 120 days beyond terms)

Medium risk of late payment (Average 30 days or less beyond terms)

Low risk of late payment (Average prompt to 30+ days sooner)

**Industry Median:** 75

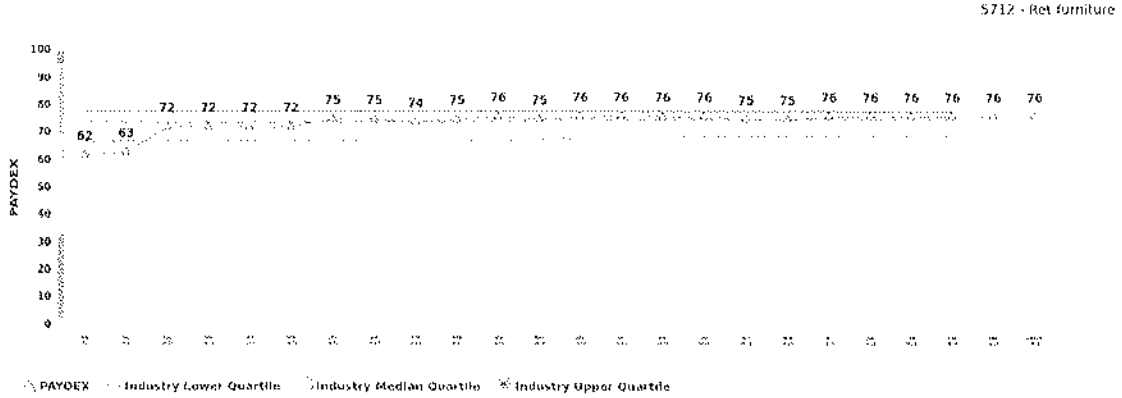
Equals 8 Days Beyond Terms

Low risk of late payment (Average prompt to 30+ days sooner)

**Industry Median:** 75

Equals 8 Days Beyond Terms

## BUSINESS AND INDUSTRY TRENDS




| | 6/22 | 7/22 | 8/22 | 9/22 | 10/22 | 11/22 | 12/22 | 1/23 | 2/23 | 3/23 | 4/23 | 5/23 | 6/23 | 7/23 | 8/23 | 9/23 | 10/23 | 11/23 | 12/23 | 1/24 | 2/24 | 3/24 | 4/24 | Current 2024 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| This Business | 62 | 63 | 72 | 72 | 72 | 72 | 75 | 75 | 74 | 75 | 76 | 75 | 76 | 76 | 76 | 76 | 75 | 75 | 76 | 76 | 76 | 76 | 76 | 76 |
| Industry Quartile | | | | | | | | | | | | | | | | | | | | | | | | |
| Upper | 78 | - | - | 78 | - | - | 78 | | - | 78 | - | - | 78 | - | - | 78 | - | - | 78 | - | - | 78 | - | - |
| Median | 74 | - | - | 74 | - | - | 74 | - | - | 74 | - | - | 75 | - | - | 75 | - | - | 75 | - | - | 75 | - | - |
| Lower | 67 | - | - | 67 | - | - | 67 | - | - | 67 | - | - | 68 | - | - | 69 | - | - | 69 | - | - | 69 | - | - |

## TRADE PAYMENTS BY CREDIT EXTENDED (Based on 24 months of data)

| Range of Credit Extended (US$) | Number of Payment Experiences | Total Value | % Within Terms |
|---|---|---|---|
| 100,000 & over | 2 | 900,000 (USD) | 100 |
| 50,000 - 99,999 | 2 | 145,000 (USD) | 52 |
| 15,000 - 49,999 | 2 | 45,000 (USD) | 44 |
| 5,000 - 14,999 | 3 | 22,500 (USD) | 78 |
| 1,000 - 4,999 | 6 | 10,500 (USD) | 95 |
| Less than 1,000 | 8 | 3,250 (USD) | 77 |

## TRADE PAYMENTS BY INDUSTRY (BASED ON 24 MONTHS OF DATA)

Show: All | Last 3 M

| Industry Category | Number of Payment Experiences | Largest High Credit (US$) | % Within Terms (Expand to View) | 1 - 30 Days Late (%) | 31 - 60 Days Late (%) | 61 - 90 Days Late (%) | 91 + Days Late (%) |
|---|---|---|---|---|---|---|---|
| 25 - Furniture and Fixtures | 1 | 500 | 100 | 0 | 0 | 0 | 0 |
| 2522 - Mfg nonwd office furn | 1 | 500 | 100 | 0 | 0 | 0 | 0 |
| 26 - Paper and Allied Products | 1 | 20,000 | 100 | 0 | 0 | 0 | 0 |
| 2679 - Mfg converted paper | 1 | 20,000 | 100 | 0 | 0 | 0 | 0 |
| 28 - Chemicals and Allied Products | 1 | 2,500 | 100 | 0 | 0 | 0 | 0 |
| 2821 - Mfg plastics/resins | 1 | 2,500 | 100 | 0 | 0 | 0 | 0 |
| 30 - Rubber and Miscellaneous Plastics Products | 3 | 800,000 | 100 | 0 | 0 | 0 | 0 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 3069 - Mfg fabricated rubber | 3 | 800,000 | 100 | 0 | 0 | 0 | 0 |
| -34 - Fabricated Metal Products except Machinery and Transportation Equipment | 1 | 7,500 | 100 | 0 | 0 | 0 | 0 |
| 3442 - Mfg metal doors/trim | 1 | 7,500 | 100 | 0 | 0 | 0 | 0 |
| -35 - Industrial and Commercial Machinery and Computer Equipment | 2 | 10,000 | 60 | 40 | 0 | 0 | 0 |
| 3563 - Mfg air/gas compress | 2 | 10,000 | 60 | 40 | 0 | 0 | 0 |
| -42 - Motor Freight Transportation and Warehousing | 3 | 1,000 | 73 | 0 | 0 | 0 | 27 |
| 4213 - Trucking non-local | 3 | 1,000 | 73 | 0 | 0 | 0 | 27 |
| -48 - Communications | 1 | 75,000 | 100 | 0 | 0 | 0 | 0 |
| 4813 - Telephone communictns | 1 | 75,000 | 100 | 0 | 0 | 0 | 0 |
| -50 - Wholesale Trade - Durable Goods | 2 | 1,000 | 100 | 0 | 0 | 0 | 0 |
| 5063 - Whol electrical equip | 1 | 1,000 | 100 | 0 | 0 | 0 | 0 |
| 5065 - Whol electronic parts | 1 | 250 | 100 | 0 | 0 | 0 | 0 |
| -51 - Wholesale Trade - Nondurable Goods | 1 | 750 | 0 | 100 | 0 | 0 | 0 |
| 5169 - Whol chemicals | 1 | 750 | 0 | 100 | 0 | 0 | 0 |
| -57 - Home Furniture Furnishings and Equipment Stores | 1 | 25,000 | 0 | 0 | 100 | 0 | 0 |
| 5712 - Ret furniture | 1 | 25,000 | 0 | 0 | 100 | 0 | 0 |
| -59 - Miscellaneous Retail | 2 | 70,000 | 50 | 25 | 0 | 0 | 25 |
| 5999 - Ret misc merchandise | 1 | 70,000 | 0 | 50 | 0 | 0 | 50 |
| 5943 - Ret stationery | 1 | 50 | 100 | 0 | 0 | 0 | 0 |
| -61 - Nondepository Credit Institutions | 1 | 750 | 100 | 0 | 0 | 0 | 0 |
| 6153 - Short-trm busn credit | 1 | 750 | 100 | 0 | 0 | 0 | 0 |
| -76 - Miscellaneous Repair Services | 2 | 2,500 | 100 | 0 | 0 | 0 | 0 |
| 7694 - Armature rewinding | 2 | 2,500 | 100 | 0 | 0 | 0 | 0 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 9311 - Public Finance, Taxation and Monetary Policy | 1 | 5,000 | 100 | 0 | 0 | 0 | 0 |
| 9311 - Public finance | 1 | 5,000 | 100 | 0 | 0 | 0 | 0 |

**TRADE LINES**

| Date of Experience | Payment Status | Selling Terms | High Credit (US$) | Now Owes (US$) | Past Due (US$) | Months Since Last Sale |
|---|---|---|---|---|---|---|
| 03/24 | Pays Promptly | - | 20,000 | 20,000 | 0 | 1 |
| 04/24 | Pays Promptly | | 7,500 | 0 | 0 | Between 6 and 12 Months |
| 03/24 | Pays Promptly | | 2,500 | 0 | 0 | Between 6 and 12 Months |
| 04/24 | Pays Promptly | | 4,500 | 0 | 0 | Between 4 and 5 Months |
| 04/24 | Pays Promptly | | 2,500 | 0 | 0 | Between 6 and 12 Months |
| 04/24 | Pays Promptly | - | 1,000 | 0 | 0 | Between 4 and 5 Months |
| 04/24 | Pays Prompt to Slow 30+ | | 10,000 | 10,000 | 0 | 1 |
| 04/24 | Pays Prompt to Slow 30+ | | 1,000 | 0 | 0 | Between 6 and 12 Months |
| 03/24 | Pays Slow 30+ | 7/10 | 25,000 | 0 | 0 | Between 6 and 12 Months |
| 04/24 | Pays Slow 30-120+ | - | 20,000 | 20,000 | 20,000 | 1 |
| 04/24 | Placed for collection | | 0 | 100 | 100 | |
| 03/24 | | Cash Account | 1,000 | 0 | 0 | 1 |
| 04/24 | | Cash Account | 50 | 0 | 0 | Between 2 and 3 Months |
| 03/24 | Pays Promptly | | 5,000 | 0 | 0 | 1 |
| 03/24 | Pays Promptly | | 25,000 | 0 | 0 | 1 |
| 03/24 | Pays Promptly | 1 15 N 30 | 500 | 500 | 0 | 1 |
| 12/23 | - | Cash Account | 100 | 0 | 0 | 1 |
| 11/23 | Pays Promptly | - | 1,000 | 1,000 | 0 | 1 |
| 11/23 | Pays Promptly | | 500 | 500 | 0 | 1 |
| 11/23 | Pays Promptly | - | 100 | 100 | 0 | 1 |
| 10/23 | Pays Promptly | | 500 | 250 | 1 | 1 |
| 10/23 | - | Cash Account | 250 | 0 | 0 | Between 6 and 12 Months |
| 09/23 | | Cash Account | 50 | 0 | 1 | 1 |
| 08/23 | - | Cash Account | 500 | 0 | 0 | Between 6 and 12 Months |
| 08/23 | | Cash Account | 100 | 0 | 0 | 1 |
| 08/23 | - | Cash Account | 50 | 0 | 0 | Between 6 and 12 Months |
| 06/23 | | | 50 | 0 | 1 | Between 4 and 5 Months |
| 04/23 | | - | 250 | 0 | 0 | 1 |
| 02/23 | Pays Promptly | | 50 | 0 | 0 | Between 6 and 12 Months |
| 02/23 | Pays Slow 30+ | - | 250 | 0 | 0 | Between 4 and 5 Months |
| 10/22 | Pays Promptly | | 350,000 | 350,000 | 5,000 | 1 |
| 10/22 | Pays Promptly | | 100,000 | 100,000 | 5,000 | 1 |
| 10/22 | Pays Promptly | | 100 | 100 | 0 | 1 |
| 09/22 | Pays Promptly | | 250 | 250 | 0 | 1 |
| 04/22 | | Cash Account | 250 | 0 | 0 | Between 6 and 12 Months |

| Date of Experience | Payment Status | Selling Terms | High Credit (US$) | Now Owes (US$) | Past Due (US$) | Months Since Last Sale |
|---|---|---|---|---|---|---|
| 04/22 | | Cash account | 100 | 0 | 0 | 1 |
| 04/22 | | Cash account | 100 | 0 | 0 | Between 6 and 12 Months |
| 04/22 | | Cash account | 100 | 0 | 0 | 1 |

**OTHER PAYMENT CATEGORIES**

| Other Payment Categories | Experience | Total Amount |
|---|---|---|
| Cash experiences | 17 | 2,650 (USD) |
| Payment record unknown | 2 | 300 (USD) |
| Unfavorable comments | 0 | 0 (USD) |
| Placed for collections | 1 | 0 (USD) |
| Total in D&B's file | 38 | 1,129,200 (USD) |

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed. Payment experiences reflect how bills are met in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices etc. Each experience shown represents a separate account reported by a supplier. Updated trade experiences replace those previously reported.

## Corporate Linkage

**OWNERSHIP**

This Company is a Headquarters, Subsidiary

**Global Ultimate, Immediate Parent, Domestic Ultimate**
BNI Corporation
**United States**
**D-U-N-S Number:** 80-526-8705

**BRANCHES** LOCATION: All

| Company Name | City, State, Country | D-U-N-S® NUMBER |
|---|---|---|
| The Bon Company LLC | Muscatine, IA, United States Of America | 82-836-3247 |
| The Bon Company LLC | Jasper, AL, United States Of America | 06-871-2580 |
| The Bon Company LLC | Muscatine, IA, United States Of America | 08-015-3481 |
| The Bon Company LLC | Atlanta, GA, United States Of America | 13-579-7863 |
| The Bon Company LLC | Washington, DC, United States Of America | 17-509-8180 |
| The Bon Company LLC | Irvine, CA, United States Of America | 80-582-4666 |
| The Bon Company LLC | Louisburg, NC, United States Of America | 80-783-8094 |

**AFFILIATES** LOCATION: All

| Company Name | City, State, Country | D-U-N-S® NUMBER |
|---|---|---|
| The Sundacke Company L.L.C. | Wayland, NY, United States Of America | 19-993-6550 |
| Sagus International, Inc. | Temple, TX, United States Of America | 12-833-6661 |
| Pash LLC | Muscatine, IA, United States Of America | 00-636-4764 |
| PEARL CITY INSURANCE COMPANY | Phoenix, AZ, United States Of America | 11-403-0105 |
| OEM, LLC | Holly Springs, NC, United States Of America | 93-354-6040 |
| Magnesan Holding Company LLC | Muscatine, IA, United States Of America | 11-731-3806 |
| Magnesan Hearth Systems Company, LLC | Paris, KY, United States Of America | 86-781-4444 |
| Midwest Folding Products Corp. | Temple, TX, United States Of America | 01-370-6601 |
| Mason Furniture Inc. | Muscatine, IA, United States Of America | 06-769-4315 |
| MJR Partners 3 LLC | Muscatine, IA, United States Of America | 07-929-0688 |
| Kimball International, Inc. | Jasper, IN, United States Of America | 00-636-5803 |

| | | |
|---|---|---|
| Esprit, LLC | Jasper, IN, United States Of America | 07-900-8288 |
| Hoi International de Mexico S de R.L. de C.V. | Cienega de Flores, NLE, Mexico | 58-813-3301 |
| Hoi Industries, S. de R.L. de C.V. | Monterrey, NLE, Mexico | 81-255-8930 |
| Hoi Services LLC | Muscatine, IA, United States Of America | 83-170-1417 |
| Hoi International Inc. | Muscatine, IA, United States Of America | 80-231-0220 |
| Hickory Business Furniture, LLC | Hickory, NC, United States Of America | 12-004-5148 |
| Hickory Business Furniture, Inc. | Muscatine, IA, United States Of America | 02-095-3638 |
| Health & Home Technologies LLC | Lakeville, MN, United States Of America | 96-283-1095 |
| HNI Technologies Inc. | Muscatine, IA, United States Of America | 83-170-1292 |
| HNI Holdings Inc. | Muscatine, IA, United States Of America | 11-731-1908 |
| HHF LLC | Colville, WA, United States Of America | 14-863-7528 |
| HM Partners | Muscatine, IA, United States Of America | 11-731-1786 |
| Design Holdings Inc. | Muscatine, IA, United States Of America | 11-798-1382 |
| CONTRACT RESOURCE GROUP LLC | Muscatine, IA, United States Of America | 02-332-0213 |
| Allseat Inc. | Muscatine, IA, United States Of America | 12-031-6711 |

## Legal Events

Currency: All figures shown in USD unless otherwise stated

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

| Bankruptcies | Judgements | Liens | Suits | UCCs |
|---|---|---|---|---|
| **No** | **0** | **1** | **3** | **27** |
| | | | | |

EVENTS

**Lien** - Tax Lien

| | |
|---|---|
| **Filing Date** | 03/28/2016 |
| **Filing Number** | 201600804751 |
| **status** | Open |
| **Date Status Attained** | 03/28/2016 |
| **Received Date** | 04/01/2016 |
| **Amount** | 3,111 (USD) |
| **Debtors** | IRON COMPANY LLC |
| **Creditors** | COMMONWEALTH OF PA DEPARTMENT OF REVENUE, HARRISBURG, PA |
| **Court** | ALLEGHENY COUNTY PROTHONOTARY, PITTSBURGH, PA |

**Suit**

| | |
|---|---|
| **Filing Date** | 03/25/2020 |
| **Filing Number** | 2020J03023333 |
| **status** | Pending |
| **Date Status Attained** | 03/25/2020 |
| **Received Date** | 03/27/2020 |
| **Cause** | Negligence |

| | |
|---|---|
| **Plaintiffs** | COOPER, JAMES W., ELIZABETHTOWN, PA |
| **Defendant** | THE HON COMPANY LLC |
| **Defendant** | AND OTHERS |
| **Court** | PHILADELPHIA COUNTY COMMON PLEAS COURT, PHILADELPHIA, PA |

**Suit**

| | |
|---|---|
| **Filing Date** | 03/12/2018 |
| **Filing Number** | 201800300918 |
| **status** | Pending |
| **Date Status Attained** | 03/12/2018 |
| **Received Date** | 03/16/2018 |
| **Cause** | Negligence |
| **Plaintiffs** | LELLI, JOANE, NORRISTOWN, PA |
| **Defendant** | THE HON COMPANY |
| **Court** | PHILADELPHIA COUNTY COMMON PLEAS COURT, PHILADELPHIA, PA |

**Suit**

| | |
|---|---|
| **Filing Date** | 07/07/2016 |
| **Filing Number** | 141-286388-16 |
| **status** | Pending |
| **Date Status Attained** | 07/07/2016 |
| **Received Date** | 07/22/2016 |
| **Cause** | Unknown |
| **Plaintiffs** | BENJAMIN SMIT |
| **Defendant** | THE HON COMPANY, LLC |
| **Defendant** | AND OTHERS |
| **Court** | TARRANT COUNTY CIVIL DISTRICT COURT, FORT WORTH, TX |

**UCC Filing** - Original

| | |
|---|---|
| **Filing Date** | 04/08/2020 |
| **Filing Number** | X20032483-3 |
| **Received Date** | 05/08/2020 |
| **Collateral** | Inventory and proceeds - Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds - and OTHERS |
| **Secured Party** | CORPORATION SERVICE COMPANY, AS REPRESENTATIVE, SPRINGFIELD, IL |
| **Debtors** | THE HON COMPANY LLC |
| **Filing Office** | SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA |

**UCC Filing** - Original

| | |
|---|---|
| **Filing Date** | 02/28/2018 |

| | |
|---|---|
| **Filing Number** | 18013641-8 |
| **Received Date** | 03/09/2018 |
| **Collateral** | Negotiable instruments including proceeds and products - Accounts receivable including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - and OTHERS |
| **Secured Party** | C & S ASSOCIATES, INC. AS REPRESENTATIVE, CLEVELAND, OH |
| **Debtors** | THE HON COMPANY LLC |
| **Filing Office** | SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA |

**UCC Filing** - Original

| | |
|---|---|
| **Filing Date** | 06/22/2015 |
| **Filing Number** | 15040707-6 |
| **Received Date** | 07/16/2015 |
| **Collateral** | Negotiable instruments including proceeds and products - Accounts receivable including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - and OTHERS |
| **Secured Party** | MC MACHINERY SYSTEMS, INC., WOOD DALE, IL |
| **Debtors** | THE HON COMPANY, LLC |
| **Debtors** | and OTHERS |
| **Filing Office** | SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA |

**UCC Filing** - Original

| | |
|---|---|
| **Filing Date** | 06/24/2014 |
| **Filing Number** | 14048542-0 |
| **Received Date** | 07/15/2014 |
| **Collateral** | Negotiable instruments including proceeds and products - Accounts receivable including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - and OTHERS |
| **Secured Party** | MC MACHINERY SYSTEMS, INC., WOOD DALE, IL |
| **Debtors** | THE HON COMPANY LLC |
| **Filing Office** | SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA |

**UCC Filing** - Original

| | |
|---|---|
| **Filing Date** | 02/01/2008 |
| **Filing Number** | X119242-5 |
| **Received Date** | 02/06/2008 |
| **Collateral** | Accounts receivable and proceeds - General intangible(s) and proceeds - Leased Equipment and proceeds |
| **Secured Party** | CANON FINANCIAL SERVICES, MT LAUREL, NJ |
| **Debtors** | HON COMPANY THE |
| **Filing Office** | SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA |

**UCC Filing** - Original

| | |
|---|---|
| **Filing Date** | 03/07/2007 |
| **Filing Number** | X088626-2 |
| **Received Date** | 03/22/2007 |
| **Collateral** | Accounts receivable and proceeds - General intangible(s) and proceeds - Leased Equipment and proceeds |
| **Secured Party** | CANON FINANCIAL SERVICES, MT LAUREL, NJ |
| **Debtors** | HON COMPANY THE |
| **Filing Office** | SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA |

**UCC Filing** - Original

| | |
|---|---|
| **Filing Date** | 07/13/2006 |
| **Filing Number** | X067699 |
| **Received Date** | 07/20/2006 |
| **Collateral** | Accounts receivable and proceeds - General intangible(s) and proceeds - Leased Equipment and proceeds |
| **Secured Party** | CANON FINANCIAL SERVICES, MT LAUREL, NJ |
| **Debtors** | HON COMPANY, THE |
| **Filing Office** | SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA |

**UCC Filing** - Original

| | |
|---|---|
| **Filing Date** | 06/27/2006 |
| **Filing Number** | X066421 |
| **Received Date** | 07/10/2006 |
| **Collateral** | Accounts receivable and proceeds - General intangible(s) and proceeds - Leased Equipment and proceeds |
| **Secured Party** | CANON FINANCIAL SERVICES, MT LAUREL, NJ |
| **Debtors** | HON COMPANY, THE |
| **Filing Office** | SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA |

**UCC Filing** - Original

| | |
|---|---|
| **Filing Date** | 04/05/2006 |
| **Filing Number** | P534581 |
| **Received Date** | 04/14/2006 |
| **Collateral** | Accounts receivable and proceeds - Leased Assets and proceeds - General intangible(s) and proceeds - Leased Business machinery/equipment and proceeds - Leased Equipment and proceeds |
| **Secured Party** | CANON FINANCIAL SERVICES, MT LAUREL, NJ |
| **Debtors** | HON COMPANY, THE |
| **Filing Office** | SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA |

**UCC Filing** - Original

| | |
|---|---|
| **Filing Date** | 01/09/2006 |

| | |
|---|---|
| Filing Number | 1*,26800 |
| Received Date | 01/25/2006 |
| Collateral | Accounts receivable and proceeds - General intangibles and proceeds - Leased Equipment and proceeds |
| Secured Party | CANON FINANCIAL SERVICES, INC., MT LAUREL, NJ |
| Debtors | IRON COMPANY, THE |
| Debtors | and OTHERS |
| Filing Office | SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA |

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed. This information may not be reproduced in whole or in part by any means of reproduction.

There may be additional UCC Filings in D&Bs file on this company available by contacting 1-800-234-3867.

There may be additional suits, liens, or judgments in D&B's file on this company available in the U.S. Public Records Database, also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

If it is indicated that there are defendants other than the report subject, the lawsuit may be an action to clear title to property and does not necessarily imply a claim for money against the subject.

A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

## Special Events

Currency. All figures shown in USD unless otherwise stated

## Financials - D&B

Currency. All figures shown in USD unless otherwise stated

A detailed financial statement is not available from this company for publication.

Currency. All figures shown in USD unless otherwise stated

A detailed financial statement is not available from this company for publication.

Currency. All figures shown in USD unless otherwise stated

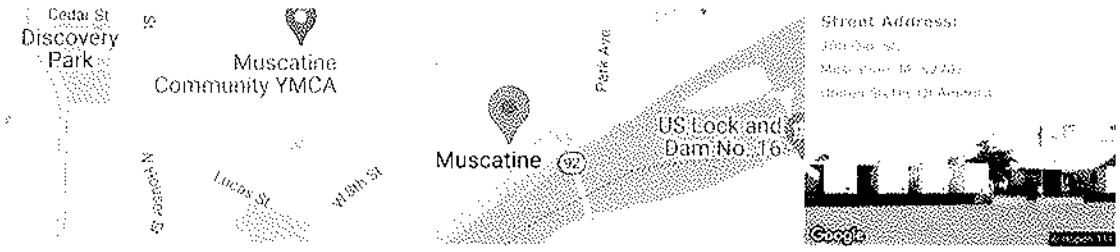
D&B currently has no financial information on file for this company

## Company Profile

Currency. All figures shown in USD unless otherwise stated

COMPANY OVERVIEW

| | | |
|---|---|---|
| **D-U-N-S** | **Mailing Address** | **Employees** |
| **Legal Form** | **Telephone** | **Age (Year Started)** |
| **History Record** | **Website** | **Named Principal** |
| **Date Incorporated** | **Present Control Succeeded** | **Line of Business** |
| **Business Commenced On** | **SIC** | |
| **State of Incorporation** | **NAICS** | |
| **Ownership** | | |




BUSINESS REGISTRATION

Corporate and business registrations reported by the secretary of state or other official source as of: 2024-05-10
This data is for informational purposes only. certification can only be obtained through the Office of the Secretary of State.

| | |
|---|---|
| **Registered Name** | THE HON COMPANY LLC |
| **Corporation Type** | Unknown |
| **State of Incorporation** | IOWA |
| **Registration ID** | 230031 |
| **Registration Status** | ACTIVE |
| **Filing Date** | 07/02/1999 |
| **Where Filed** | SECRETARY OF STATE/CORPORATIONS DIVISION |
| **Registered Agent** | |
| **Name** | C T CORPORATION SYSTEM |
| **Address** | 400 E COURT AVE, DES MOINES, IA, 503090000 |
| **Registered Principal** | |
| **Name** | HON INDUSTRIES INC. |
| **Title** | . |
| **Address** | 414 E 3RD ST, MUSCATINE, IA, 527610000 |

PRINCIPALS

**Officers**

BRANDON BULLOCK, PRES

**Directors**

DIRECTOR(S): THE OFFICER(S)

## COMPANY EVENTS

**The following information was reported on: 03/27/2024**

The Iowa Secretary of State's business registrations file showed that The Hon Company LLC was registered as a Limited Liability Company on July 2, 1999, under the registration file number 230031.

Although this company operates as a Limited Liability Company, the members have elected to use officer titles to denote areas of responsibility.

Business started 1999.

BRANDON BULLOCK, Antecedents not available.

## BUSINESS ACTIVITIES AND EMPLOYEES

**The following information was reported on: 03/27/2024**

**Business Information**

| | |
|---|---|
| **Trade Names** | (SUBSIDIARY OF HNI CORPORATION, MUSCATINE, IA); HON COMPANY; LEWIS OFFICE LLC |
| **Description** | Subsidiary of HNI Corporation, Muscatine, IA which operates as a manufacturer, wholesaler and retailer of office furnitures.<br><br>HNI Corporation holds 100% ownership interest.<br><br>As noted, this company is a subsidiary of HNI Corporation, DUNS # 00-526-9709, and reference is made to that report for background information on the parent company and its management.<br><br>Retails furniture, specializing in office furniture (100%).<br><br>Terms are Net 30 days. Sells to commercial concerns. Territory : International. |
| **Employees** | 4,000 which includes officer(s). 450 employed here. |
| **Financing Status** | Secured |
| **Seasonality** | Nonseasonal. |
| **Tenure** | Rents |
| **Facilities** | Rents premises on 2nd floor of a multi story building. |

**Related Concerns**

**SIC/NAICS Information**

| Industry Code | Description | Percentage of Business |
|---|---|---|
| **5712** | Ret furniture | . |
| **57129904** | Office furniture | . |

| NAICS Codes | NAICS Description |
|---|---|
| **449110** | Furniture Retailers |

## GOVERNMENT ACTIVITY

**Activity Summary**

| | |
|---|---|
| **Borrower(Dir/Guar)** | No |
| **Administrative Debt** | Yes |

| | |
|---|---|
| **Activity Summary** | |
| **Contractor** | Yes |
| **Grantee** | No |
| **Party excluded from federal program(s)** | No |

## Associations

Currency: All figures shown in USD unless otherwise stated

All Credit Files with Same D-U-N-S® Number as this D&B Live Report

**ALL CREDIT FILES WITH SAME D-U-N-S® NUMBER AS THIS D&B LIVE REPORT**

| Company Name | Type | Status | Date Created |
|---|---|---|---|
| The Hon Company LLC | ACCOUNT - #1349 | No Action Recommended | 02/26/2021 |
| The Hon Company LLC | ACCOUNT - #1140 | No Action Recommended | 02/26/2021 |

## Your Information

Record additional information about this company to supplement the D&B information.

> Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

**In Folders:**

| | | |
|---|---|---|
| **Account Number** | **Endorsement/Billing Reference** * | **Sales Representatives** |
| **Credit Limit** | **Total Outstanding** | **Your Information Currency** |

## Audit Trail

Text

| Date/Time of the Event | Event Name | Triggered By | Message |
|---|---|---|---|
| 05/22/2024 10:57 AM | Credit Report Pulled | Jesse Albrecht | The credit report was pulled |
| 01/11/2024 11:43 AM | Credit Report Pulled | Jesse Albrecht | The credit report was pulled |

# Federal Information

**FEDERAL EMPLOYER IDENTIFICATION NUMBER**

DUN & Bradstreet, Inc. has compiled the following FEIN numbers for the business name in this report from the sources below. Dun & Bradstreet, Inc. provides this information "AS IS" with no guarantee as to its accuracy.

| FEIN | Business Name | Address | Source | Date |
|---|---|---|---|---|
| 42-1491474 | THE HON COMPANY | P. O. BOX 1109, MUSCATINE, IA, 52761 | DEPARTMENT OF LABOR | 03/01/2009 |
| 42-1491474 | THE HON COMPANY | PO BOX 1109, MUSCATINE, IA, 52761 | DEPARTMENT OF LABOR | 12/31/2003 |
| 42-1491474 | THE HON COMPANY OWENSBORO WELFARE PLAN FOR LOCAL 2 | PO BOX 1109, MUSCATINE, IA, 52761 | DEPARTMENT OF LABOR | 03/01/2006 |
| 42-1161782 | HENDERSON PIANO COMPANY, | PO BOX 1109, Muscatine, IA, 52761 | TEXAS BUSINESS REGISTRATIONS | 05/01/2015 |

| FEIN | Business Name | Address | Source | Date |
|---|---|---|---|---|
| 42-1316997 | RON INDUSTRIES INC VOLUNTARY EMPLOYEES BENEFICIARY | PO BOX 1109, MUSCATINE, IA, 52761 | DEPARTMENT OF TREASURY - TAX EXEMPT | 12/29/2005 |

**CORPORATE FAMILY RELATIONSHIPS**

The following establishments related to the subject of this report have reported activity with the Federal Government.
This is not a complete corporate family structure. To order more information on this business' corporate structure, use D&B's Global Family Linkage product.

| D-U-N-S® | Business Name | Loans | Claims | Debarments | Contracts | Grants |
|---|---|---|---|---|---|---|
| 00-636-5803 | KIMBALL INTERNATIONAL, INC. | No | No | No | Yes | No |
| 08-824-4231 | KIMBALL INTL BRANDS INC | Yes | No | No | No | No |
| 13-913-7611 | NATIONAL OFFICE FURNITURE INC | No | No | No | Yes | No |
| 01-052-4036 | RNI CORPORATION | No | Yes | No | No | No |
| 09-616-3746 | DELVE INTERIORS, LLC | No | No | No | Yes | No |
| 86-781-4444 | MONESSEN HEARTH SYSTEMS CO LLC | No | Yes | No | No | No |
| 12-804-5148 | HICKORY BUSINESS FURNITURE LLC | No | No | No | Yes | No |
| 00-636-4764 | PAOLI LLC | No | Yes | No | Yes | No |
| 12-031-6711 | ALLSTEEL INC. | No | No | No | Yes | No |
| 06-769-4315 | MAXON FURNITURE INC. | No | No | No | Yes | No |
| 19-993-6550 | GUNLOCKE COMPANY L.L.C. | No | Yes | No | Yes | No |

**REPORTED U.S. GOVERNMENT CONTRACT ACTIONS**

| Reported Date | Contract Awarded | Contract ID | Contract Amount | Contract Name | Federal Supplier Code | Action Type | Contract Office & Agency |
|---|---|---|---|---|---|---|---|
| 10/31/2019 | 2019-03 | 7D04/2 | ( 3,000 (USD)) | OFFICE FURNITURE | 7110 | PURCH USING SIMPLIFIED ACQ. PROCEDURES | DEPT OF DEFENSE |
| 01/24/2019 | 2018-09 | W912HR16F503S/ | 47,000 (USD) | OFFICE FURNITURE | 7110 | ORDER UNDER SINGLE AWARD INDEF DEL CONTR | DEPT OF DEFENSE |
| 01/24/2019 | 2018-08 | W912HR18F5011/ | 66,000 (USD) | OFFICE FURNITURE | 7110 | ORDER UNDER SINGLE AWARD INDEF DEL CONTR | DEPT OF DEFENSE |
| 01/24/2019 | 2018-09 | W912LC18F5023/ | 11,000 (USD) | OFFICE FURNITURE | 7110 | ORDER UNDER SINGLE AWARD INDEF DEL CONTR | DEPT OF DEFENSE |
| 01/24/2019 | 2018-09 | W911SA18PV229/ | 21,000 (USD) | OFFICE FURNITURE | 7110 | PURCH USING SIMPLIFIED ACQ. PROCEDURES | DEPT OF DEFENSE |

**REPORTED FEDERAL LOANS AND LOAN GUARANTEES**

No government activity has been found in this section.

**CLAIMS, FEES, FINES, OVERPAYMENTS, PENALTIES AND OTHER MISC. REPORTED DEBTS TO FEDERAL AGENCIES**

| Reported Date | Established Date | Type | Amount | Current Due | Balance Due | Past Due | Cause | Federal Creditor | Account ID |
|---|---|---|---|---|---|---|---|---|---|
| 07/10/2017 | 01/17/2014 | PENALTY | 6,670 (USD) | 0 (USD) | 0 (USD) | 0 (USD) | ECHO FORMAL PENALTY | ENVIRONMENTAL PROTECTION AGCY | 1108004(5S86; |

**REPORTED PARTY EXCLUDED FROM FEDERAL PROGRAM(S)**

No government activity has been found in this section.

**REPORTED U.S. GOVERNMENT GRANT AWARDS**

No government activity has been found in this section.

# HON FULL LIFETIME WARRANTY INFORMATION

HON

## FULL LIFETIME WARRANTY

## YOUR HON FULL LIFETIME WARRANTY

Every time you purchase a HON product, you're making an investment in your future. We're proud to play a part in that future, and you can trust us to do our best for as long as you need us.

The HON Full Lifetime Warranty is our assurance to you that the HON desks, workstations, seating, tables, or storage you purchase will be free from defective material or workmanship for the life of the product.

In the unlikely event that any HON product or component covered by the HON Full Lifetime Warranty should fail under normal workplace use as a result of defective material or workmanship, HON shall repair or replace with comparable product (at HON's discretion), free of charge.

## WHAT'S COVERED BY THE HON FULL LIFETIME WARRANTY?

Your HON Full Lifetime Warranty applies to product manufactured after January 1, 2013. All HON product lines, materials, and components are covered by the HON Full Lifetime Warranty except for the items described below.

The specific product lines, materials, and components listed below are covered under HON's Full 12-Year, Full 10-Year, and Full 5-Year Warranties (from date of purchase).

## HON'S FULL 12-YEAR WARRANTY

- Electrical components (lamps and ballasts are not covered)
- 4-Way Stretch Mesh
- Seating controls
- Pneumatic Cylinders
- Wood Seating
- Accessories
- Laminate Surfaces

## HON'S FULL 10-YEAR WARRANTY

- Coordinate™ Height Adjustable Bases (HHATB)

## HON'S FULL 7-YEAR WARRANTY

- Coordinate™ Legacy Bases (HHAB and HREC)
- Workwall Markerboard Glass Tiles

## HON'S FULL 5-YEAR WARRANTY

- All LED task lights
- Panel and seating textiles
- Coze™
- Between™ Multi-Purpose Table
- Acoustic Solutions by Unika Vaev
- Mod

## HON'S FULL 1-YEAR WARRANTY

- Acrylic Screens

These warranties apply to HON products sold within the United States of America, U.S. Territories, and Canada, as well as U.S. Military and Federal Agency purchases (regardless of location).

## IS ANYTHING NOT COVERED?

There are a few exclusions to the HON Full Lifetime Warranty and to the 12-, 10-, and 5-year warranties. These exclusions are:

- All HON products that are covered under a separate 5-year warranty.
- Color-fastness or matching of colors, woodgrains, or textures occurring in wood, leather, or other materials that naturally exhibit inherent color variations.
- Customer's own materials (COM) selected by and used at the request of the user.
- Modifications or attachments to the product that are not approved by The HON Company and product failures resulting from such modifications or attachments.
- Product normal wear and tear, which are to be expected over the course of ownership.
- Products that were not installed, used, or maintained in accordance with product instructions and warnings.
- Products used for rental purposes.
- Damage caused by cleaning chemicals.
- Dye transfer caused by external contaminants (including clothing and accessory dyes such as those used on denim jeans) may migrate to lighter colors. This phenomenon is increased by humidity and temperature and is irreversible.
- Fabric pattern match seat to back or chair to chair. If pattern match is needed, please submit a Tailored Solutions request or contact HON Customer Support/Tailored Solutions with questions.
- Storage Digilocks come with a 2-year warranty.

## WARRANTY REQUESTS OR QUESTIONS?

Your HON Dealer is our mutual partner in supporting your warranty requests. To obtain service under this warranty, please contact your HON dealer. If you are not sure who your dealer is, please call HON Customer Support at 800.833.3964.

**THAT'S YOUR HON FULL LIFETIME WARRANTY AS AN OWNER OF HON PRODUCT. THE WARRANTY EXPLAINED HERE IS YOUR SOLE AND EXCLUSIVE REMEDY. THERE ARE SOME EXCEPTIONS IF YOU PURCHASED THE PRODUCT FOR HOME OR PERSONAL USE WHICH ARE EXPLAINED BELOW. TO THE EXTENT ALLOWED BY LAW, THE HON COMPANY MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE HON COMPANY WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.**

## A WORD ABOUT PURCHASES FOR HOME OR PERSONAL USE

Please note, this section only applies if you purchased your HON product for your home or for your own personal or family use. HON's warranties give you specific legal rights and you may have other rights, which vary from state to state. As a consumer purchaser, the complete exclusion of implied warranties noted in the above paragraph does not apply to you, however, to the extent allowed by applicable state law, the implied warranties are limited to the applicable term of the warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you.

# HON LIMITED 5-YEAR WARRANTY

## YOUR HON LIMITED 5-YEAR WARRANTY

The HON Company promises to repair or replace HON products or components covered under this warranty that are found to be defective in material or workmanship within five (5) years from the date of original purchase so long as you, the original purchaser, still owns it. This is your sole and exclusive remedy. This warranty is subject to the provisions below. It applies to products listed on page 2 manufactured after January 1, 2018.

## LIMITATIONS:

- Upholstery on chairs is warranted for two years from date of purchase.
- Damage caused by the carrier in-transit is handled under separate terms.

## EXCLUSIONS:

This warranty does not apply and no other warranty applies to:

- Normal wear and tear, which are to be expected over the course of ownership.
- Modifications or attachments to the product that are not approved by The HON Company.
- Products that were not installed, used, or maintained in accordance with product instructions and warnings.
- Products used for rental purposes.

## SEATING USAGE:

Normal commercial use for seating is identified as the equivalent of a single shift, forty- (40) hour workweek. To the extent that a seating product is used in a manner exceeding this, the applicable warranty period will be reduced in a pro-rata manner.

## A WORD ABOUT COLOR VARIATIONS, FABRICS AND FINISHES:

The HON Company does not warrant the color-fastness or matching of colors, grains, or textures of covering materials.

## CUSTOMER'S OWN MATERIAL (COM)

Not available on HON products covered under the HON 5-year warranty.
TO THE EXTENT ALLOWED BY LAW, THE HON COMPANY MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE HON COMPANY WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

## NOTICE TO PURCHASERS FOR HOME OR PERSONAL USE:

Federal law does not permit the exclusion of certain implied warranties for consumer products. Therefore, if you are purchasing this product for home or personal use, the exclusion of implied warranties noted in the above paragraph does not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

This warranty applies only to products sold within the United States of America and the Commonwealth of Canada.

## TO OBTAIN SERVICE UNDER THIS WARRANTY:

Your HON Dealer is our mutual partner in supporting your warranty requests. By following the procedures outlined below, you can be assured of the best level of service. Please note: Consent of The HON Company must be obtained before any warranty work is performed. To obtain consent, please take the following steps:

1. Contact the Dealer from whom the product was purchased within 30 days of discovery of the defect. Be prepared to affirm that you are the original purchaser of the product and to provide the serial number(s) from the product in question.
2. Your Dealer will gather all pertinent information regarding the claim, inspect the product, and contact a HON Company customer service representative. (Please allow a reasonable amount of time for inspection and review.)
3. If The HON Company affirms that the product in question is eligible under the conditions of the warranty as stated above, the customer service representative or another representative of the Company will determine whether to provide replacement parts, authorize repairs, or replace the product.

# HON LIMITED 5-YEAR WARRANTY

## PRODUCT LIST:

H432
H434
H482
H484
HBL2101
HBL2101BF
HBL2102
HBL2103
HBL2111
HBL2111BF
HBL2115
HBL2121
HBL2123
HBL2145
HBL2146
HBL2155
HBL2162
HBL2163
HBL2164
HBL2171
HBL2180
HBL2183
HBL2194
HBL2211
HBL2213
HBL42CU
HBL72BFMODG
HBL72HDG
HBLC48D
HBLC72R
HBLH3160
HBLH3170
HBLMT48A
HBLMT48B
HBLMT48R
HBLMTO48A
HBLMTO48B
HBLMTO48R
HBLPBRIDGE
HBLPCLASSIC
HBLPCONTEMP
HBLPWC
HBMP2B
HBMP2F
HBMPT4824P
HBMPT4824X
HBMPT48MOD
HBMPT6024P
HBMPT6024X
HBMPT60MOD
HBMPT7224P
HBMPT7224X
HBMPT72MOD
HBTMS
HBV-P4224
HBV-P4230
HBV-P4236
HBV-P4242
HBV-P4248
HBV-P4260
HBV-P4272
HBV-P6024
HBV-P6030
HBV-P6036
HBV-P6042
HBV-P6048
HBV-P6060
HBV-P6072
HBV-P7224
HBV-P7230
HBV-P7236
HBV-P7242
HBV-P7248
HBV-P7260
HBV-PBS
HBV-PWB1
HBV-QC180
HBV-QC90
HBV-TBASE
HBV-VSH24
HBV-VSH30
HBV-VSH36
HBV-VSH42
HBV-VSH48
HBV-VSH60
HBXRISER
HC184236
HC187236
HML8851
HML8852
HML8858
HMNG15PED
HMNG30FCD
HMNG30FCO
HMNG30STDM
HMNG36FCD
HMNG360VRD
HMNG36STDM
HMNG48WKSL
HMNG600VRD
HMNG60WKS
HMNG60WKSL
HMNG72WKS
HMNGDLEG
HMNGOHLEG
HVL103
HVL105
HVL108
HVL131
HVL151
HVL161
HVL171
HVL205
HVL206
HVL210
HVL215
HVL220
HVL302
HVL303
HVL402
HVL443
HVL508
HVL511
HVL515
HVL518
HVL521
HVL525
HVL528
HVL531
HVL532
HVL534
HVL538
HVL541
HVL551
HVL581
HVL582
HVL585
HVL601
HVL604
HVL605
HVL606
HVL616
HVL641
HVL643
HVL653
HVL685
HVL691
HVL693
HVL701
HVL702
HVL705
HVL712
HVL721
HVL844
HVL852
HVL853
HVL862
HVL864
HVL871
HVL872
HVL873
HVL887
HVL888
HVL981
HVL982
HVL991
HVL995
HVLPERCH
HBLDCH7296A1
HBLDCH7296ES
HBLDCH7296N
HBLDCHL7272A1
HBLDCHL7272ES
HBLDCHL7272N
HBLLPP6678A1
HBLLPP6678ES
HBLLPP6678N
HBLLPP8484A1
HBLLPP8484ES
HBLLPP8484N
HBLMTB12A1
HBLMTB12ES
HBLMTB12N
HBLMTB16A1
HBLMTB16ES
HBLMTB16N
HBLMTB8A1
HBLMTB8ES
HBLMTB8N
HVL891
HVL892
HVL893
HVL894
HVL895
HBLMTR12A1
HBLMTR12ES
HBLMTR12N
HBLMTR16A1
HBLMTR16ES
HBLMTR16N
HBLMTR8A1
HBLMTR8ES
HBLMTR8N
HBLP3060A1
HBLP3060ES
HBLP3060N
HBLPP3066A1
HBLPP3066ES
HBLPP3066N
HBLUPP7210A1
HBLUPP7210ES
HBLUPP7210N
HBLUPPH72114ES
HBLUPPH72114A1
HBLUPPH72114N
HMLDP6024W
HMLDP6024C
HMLDPFO7660W
HMLDPFO7660C
HMLDF6060W
HMLDF6060C
HMLDPF7260W
HMLDPF7260C
HMLDPFO7260W
HMLDPFO7260C
HMLDPFO76602W
HMLDPFO76602C
HMLDPFO6082W
HMLDPFO6082C
HMLD60W
HMLD60C
HMLDF60W
HMLDF60C

Hickory Business Furniture, dba HBF, warrants to the original purchaser that its products are free from defects in materials and workmanship for a period of twelve (12) years from date of shipment, except as noted below. This warranty applies to single shift (standard 8-hour day, 5 days per week) use, and covers products delivered in the Americas: Canada, the Caribbean, Latin America, Mexico and the United States.

## Exceptions

### 5 Years

Stacking chairs, metal chair frames, seating components including controls and adjustment mechanisms, monitor supports and tablet arm assemblies, wood, wood veneer, linoleum, low (LPL) and high (HPL) pressure laminate surfaces, solid surfaces, urethane, wood and wood edge treatments, and tailoring.

### 3 Years

Electrical components and power supplies, ballasts, height adjustment mechanisms and pneumatic cylinders, casters, glides, exposed wood frames and legs, marker and tack board surfaces, granite, marble and glass surfaces, and replacement parts.

### 2 Years

Graded-In HBF Textiles cover materials including, but not limited to, textiles, leathers and faux leathers. Licensed products are warranted to the original purchaser to be free from defects in materials and workmanship for a period of two (2) years from date of shipment, except as noted under the exclusions below.

## Exclusions

### Warranty does not apply to product failure or loss resulting from:

- Acts of nature, civil disobedience or social unrest.
- Normal wear and tear.
- COM (Customer's own materials) including, but not limited to solid surfaces, linoleum, laminates, textiles and upholstery materials, leathers, wood and wood veneers. These materials are subject to the original manufacturer's warranties only.
- Failure to apply, install, clean or maintain products according to published HBF or manufacturer instructions and guidelines.
- Use of harsh, abrasive or acidic cleaning agents; and chemicals or agents that may alter or degrade the appearance, materiality and structural integrity of the product.
- Physical or chemical abuse, misuse, neglect or accident.
- Unauthorized alteration or modification of the product.
- Unauthorized repair of the product.
- Products exposed to extreme environmental conditions, direct sunlight or improper storage.
- Products exposed to outdoor use, unless manufactured specifically for outdoor conditions.
- Products used for rental purposes.
- Substitution of any unauthorized components that are integral to the performance of the product.

### Warranty does not cover:

- Replacement parts are covered for three (3) years or the balance of the original warranty, whichever is longer. Replacement parts for licensed products are covered for one (1) year of the balance of the original warranty, whichever is longer.
- Damage caused by carriers or concealed damage. Damage caused in-transit will be handled under separate terms.
- Damage caused by dealers and their subcontractors or agents.
- Custom and special product(s) are covered for three (3) years, and all other exclusions apply.
- Variations in surface and solid materials including color, grain, marbling, texture and veining.
- Variations in leather such as scars, wrinkles, and other marks.
- Variations in wood such as color, staining, grain, scars and other marks.
- Variations in textiles and other upholstery materials due to inconsistencies between dye lots.
- Color fastness due to aging or exposure to artificial or natural sunlight.
- Consumables, such as batteries, light bulbs and lamps.
- Products purchased "as is", used or secondhand.
- Products sold by unauthorized dealers or installers.

## Warranty Provides Exclusive Remedies

Under this warranty, if a product fails during normal use during the warranty period as a result of a defect in materials or workmanship, HBF will, at its sole discretion, either repair or replace the product free of charge, which includes delivery and labor costs. If HBF determines the repair or replacement of the product(s) is not commercially practical, HBF may choose to refund the purchase price of the affected product.

This warranty applies to products purchased on or after June 1, 2017. For products purchased prior to June 1, 2017, please refer to the warranty terms and conditions in effect at that time.

THIS LIMITED WARRANTY IS THE SOLE REMEDY FOR PRODUCT DEFECT AND NO OTHER EXPRESS OR IMPLIED WARRAN-TY IS PROVIDED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HICKORY BUSINESS FURNITURE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES.

This warranty is non-transferable and valid to the original purchaser only. Warranty is enforceable only if products were acquired and installed by Hickory Business Furniture or one of its Authorized Resellers.

| Dealer Name: | Address: | City: | State: | Zip: |
|---|---|---|---|---|
| ARCTIC OFFICE PRODUCTS | 100 W FIREWEED LN | ANCHORAGE | AK | 99503-2604 |
| ARCTIC OFFICE PRODUCTS | 1611 UNIVERSITY AVE S | FAIRBANKS | AK | 99709-4989 |
| THINK OFFICE LLC | 1320 E 68TH AVE | ANCHORAGE | AK | 99518 |
| DIVISION 12 CONSULTING | 4707 MCGILL CT | HOOVER | AL | 35226 |
| A-Z OFFICE RESOURCE INC | 113 JETPLEX CIR STE A1 | MADISON | AL | 35758-8956 |
| BUSINESS INTERIORS INC. | 2309 5TH AVENUE SOUTH | BIRMINGHAM | AL | 35233 |
| BUSINESS INTERIORS INC. | 1141 LAGOON BUSINESS LOOP | MONTGOMERY | AL | 36117 |
| BUSINESS INTERIORS INC. | 100 CHURCH STREET SW STE 250 | HUNTSVILLE | AL | 35801 |
| INTERIOR ELEMENTS LLC | 2320 1ST AVE N STE 110 | BIRMINGHAM | AL | 35203-4302 |
| KYSER OFFICEWORKS | 2400 SPRUCE STREET | MONTGOMERY | AL | 36107 |
| MCALEER'S OFFICE FURNITURE | 3305 SPRINGHILL AVE | MOBILE | AL | 36607 |
| OFFICE EQUIPMENT COMPANY OF MOBILE INC. | 104 EAST I65 | MOBILE | AL | 36607 |
| OSCO INTERIORS | 229 GRANT STREET SE | DECATUR | AL | 35601 |
| PRINTERS & STATIONERS INC | 113 N COURT ST | FLORENCE | AL | 35630-4767 |
| PRINTERS & STATIONERS INC | 551 VETERANS DR | FLORENCE | AL | 35630-5745 |
| US BUSINESS PRODUCTS INC | 3860 NAPIER FIELD RD | DOTHAN | AL | 36303-0928 |
| DAVID MARTIN INC. | 4502 ACCESS RD | JONESBORO | AR | 72401 |
| ELITE WORKSPACE SOLUTIONS, LLC | 711 E POINTER TRAIL | VAN BUREN | AR | 72956 |
| L & M OFFICE FURNITURE | 2207 CANTRELL RD | LITTLE ROCK | AR | 72202 |
| MOSER CORPORATION | 601 N 13TH ST | ROGERS | AR | 72756 |
| PETTUS OFFICE PRODUCTS | 2 FREEWAY DR | LITTLE ROCK | AR | 72204 |
| ATMOSPHERE COMMERCIAL INTERIORS | 815 N CENTRAL AVE | PHOENIX | AZ | 85004-2004 |
| ATMOSPHERE COMMERCIAL INTERIORS | 88 E BROADWAY BLVD STE 100 | TUCSON | AZ | 85701-1720 |
| FORWARD TILT | 6340 E THOMAS RD, STE: 200 | SCOTTSDALE | AZ | 85251 |
| WIST BUSINESS SUPPLIES | 107 W JULIE DRIVE | TEMPE | AZ | 85283 |
| AAA BUSINESS SUPPLIES & INTERIORS | 325 MENDELL ST | SAN FRANCISCO | CA | 94124 |
| AAA BUSINESS SUPPLIES & INTERIORS | 1915 MARK CT #150 | CONCORD | CA | 94520 |
| AAA BUSINESS SUPPLIES LP DBA PALACE BUSINESS SOLUTIONS | 275 MENDELL STREET | SAN FRANCISCO | CA | 94124 |
| ABI OFFICE FURNITURE INC | 9373 ACTIVITY RD STE L | SAN DIEGO | CA | 92126-4409 |
| BASK | 4 PARK PLAZA | IRVINE | CA | 92614 |
| BERNARDS OFFICE FURNITURE | 20935 WARNER CENTER LN STE B | WOODLAND HILLS | CA | 91367-6511 |
| BLUESPACE INTERIORS | 23303 LA PALMA AVE | YORBA LINDA | CA | 92887-4773 |
| BLUESPACE INTERIORS | 2840 N LIMA ST STE 110 | BURBANK | CA | 91504-2506 |
| BUSINESS OFFICE OUTFITTERS | 8807 CLAIREMONT MESA BLVD. | SAN DIEGO | CA | 92123 |
| CAL BENNETTS | 615 N PLAZA DRIVE | VISALIA | CA | 93291 |
| CAMPBELL KELLER | 3766 BRADVIEW DR | SACRAMENTO | CA | 95827-9702 |
| CAMPBELL KELLER | 3041 65TH ST STE 3 | SACRAMENTO | CA | 95820-2021 |
| COMPLETE OFFICE OF CA | 12724 MOORE STREET | CERRITOS | CA | 90703 |
| CORPORATE BUSINESS INTERIORS (IRVINE) | 3501 JAMBOREE RD STE 400 | NEWPORT BEACH | CA | 92660-2939 |
| D&R OFFICE WORKS, INC. | 9956 BALDWIN PLACE | EL MONTE | CA | 91731 |
| G&M BUSINESS INTERIORS | 1099 W LA CADENA DR | RIVERSIDE | CA | 92501 |
| HOOVER'S COMMERCIAL SERVICES DBA 8E WORKPLACE DESIGN | 5159 COMMERCIAL CIR UNIT C | CONCORD | CA | 94520 |
| INSIDE SOURCE INC | 985 INDUSTRIAL RD STE 101 | SAN CARLOS | CA | 94070-4157 |
| INSIDE SOURCE INC | 1221 DIAMOND WAY | CONCORD | CA | 94520-5209 |
| INSIDE SOURCE INC | 2 EMBARCADERO CTR STE R2308 | SAN FRANCISCO | CA | 94111-3823 |
| KIRKSEY & CO INC | 18500 VON KARMAN AVE SUITE 350 | IRVINE | CA | 92612 |
| MB CONTRACT FURNITURE | 1001 GALAXY WAY STE 100 | CONCORD | CA | 59706 |
| OFFICE & ERGONOMIC SOLUTIONS INC | 8480 UTICA AVE | ANCHO CUCAMONG | CA | 91730-3808 |
| ONE WORKPLACE | 2500 DE LA CRUZ BLVD. | CLARA | CA | 95050 |
| PARRON HALL CORPORATION | 9655 GRANITE RIDGE DR STE 100 | SAN DIEGO | CA | 92123-2697 |
| QUALITY OFFICE FURNISHINGS INC | 23825 VIA DEL RIO | YORBA LINDA | CA | 92887-2727 |
| SIERRA SCHOOL EQUIPMENT COMPANY | 3003 CITATION WAY | BAKERSFIELD | CA | 93308 |
| SOURCE CREATIVE OFFICE INTERIORS | 18600 MACARTHUR BLVD. | IRVINE | CA | 92612 |

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| STINSON STATIONERS | 200 SONORA ST | BAKERSFIELD | CA | 93305-5724 |
| TANGRAM INTERIORS LLC | 9200 SORENSEN AVE | SANTA FE SPRINGS | CA | 90670-2645 |
| TANGRAM INTERIORS LLC | 1375 DOVE ST STE 300 | NEWPORT BEACH | CA | 92660-2406 |
| TANGRAM INTERIORS LLC | 7415 MEANY AVE | BAKERSFIELD | CA | 93308 |
| TANGRAM INTERIORS LLC | 677 W PALMDON DR STE 101 | FRESNO | CA | 93704-1094 |
| TOTAL CORPORATE SOLUTIONS | 20335 S. WESTERN AVE | TORRANCE | CA | 90501 |
| TRICOUNTY OFFICE FURNITURE | 1013 STATE ST, SANTA BARBARA | SANTA BARBARA | CA | 93101 |
| TRICOUNTY OFFICE FURNITURE | 3955 E MAIN ST | VENTURA | CA | 93003-5223 |
| AMERICAN FURNITURE WAREHOUSE | 8820 AMERICAN WAY | ENGLEWOOD | CO | 80111 |
| BC INTERIORS INC-HON | 3550 FRONTIER AVE STE C2 | BOULDER | CO | 80301-2430 |
| CONTRACT FURNISHINGS INC (DENVER) | 3115 E 40TH AVE | DENVER | CO | 80205-3659 |
| DESKS INCORPORATED | 445 BRYANT STREET, STE 8 | DENVER | CO | 80204 |
| IE CONNECT LLC | 1331 19TH STREET | DENVER | CO | 80202 |
| PROSPACE INTERIORS | 50 HEINZ STREET | DELTA | CO | 81416 |
| RMRM INC-HON | 520 NICHOLS BLVD | COLORADO SPRINGS | CO | 80907-5437 |
| SLATE | 2501 BLAKE STREET | DENVER | CO | 80205 |
| SOURCE OFFICE & TECHNOLOGY | 13350 W 43RD DR | GOLDEN | CO | 80403-7238 |
| WORKSPACE INNOVATIONS LTD | 4414 E HARMON RD | FT. COLLINS | CO | 80528 |
| SUN TURTLE OFFICE FURNITURE-HON | 1 BAILEY CIR | NEW LONDON | CT | 06320-5865 |
| COFCO, A HENRICKSEN COMPANY | 1725 I STREET NW, STE: 250 | WASHINGTON | DC | 20006 |
| EVENSONBEST LLC | 1000 VERMONT AVE NW | WASHINGTON | DC | 20005 |
| PEABODY OFFICE | 1310 L ST NW | WASHINGTON | DC | 20005 |
| STANDARD BUSINESS FURNITURE | 35 SHERIDAN ST NW | WASHINGTON | DC | 20011-1413 |
| ALIGN 1 SOLUTIONS, LLC | 1301 E BROWARD BLVD. | FORT LAUDERDALE | FL | 33301 |
| AMERICAN BUSINESS INTERIORS | 2015 WAVERLY PL | MELBOURNE | FL | 32901 |
| AMERICA'S OFFICE SOURCE | 706 TURNBULL AVE STE 305 | ALTAMONTE SPRINGS | FL | 32701 |
| AMERICA'S OFFICE SOURCE | 3803 CROSSROADS PKWY | FORT PIERCE | FL | 34945 |
| AMERICA'S OFFICE SOURCE | 1100 25TH ST | WEST PALM BEACH | FL | 33407-5609 |
| BUSINESS INTERIORS INC. | 111 S DE VILLIERS ST STE C | PENSACOLA | FL | 32502 |
| BUSINESS INTERIORS INC. | 1211 GOVERNORS SQUARE BLVD. STE 100 | TALLAHASSEE | FL | 32301 |
| BUSINESS INTERIORS INC. | 4210 NW 37TH PL STE 500 | GAINESVILLE | FL | 32606 |
| COMMERCIAL DESIGN SERVICES INC. | 5805 BARRY RD | TAMPA | FL | 33634 |
| COMMERCIAL DESIGN SERVICES INC. | 508 CAPITAL CIR SE STE C | TALLAHASSEE | FL | 32301 |
| COMMERCIAL DESIGN SERVICES INC. | 8172 BAYMEADOWS WAY W | JACKSONVILLE | FL | 32256 |
| COMMERCIAL DESIGN SERVICES INC. | 2405 LUCIEN WAY, STE 250 | MAITLAND | FL | 32751 |
| COMPASS OFFICE SOLUTIONS | 2450 HOLLYWOOD BLVD. | HOLLYWOOD | FL | 33020 |
| CORPORATE INTERIORS INC (ST PETERSBURG) | 150 BUSCH DRIVE, #28360 | JACKSONVILLE | FL | 32226 |
| CORPORATE INTERIORS INC (ST PETERSBURG) | 902 CLINT MOORE RD | BOCA RATON | FL | 33487-2800 |
| CORPORATE INTERIORS INC (ST PETERSBURG) | 12115 28TH ST N | SAINT PETERSBURG | FL | 33716-1821 |
| CORPORATE INTERIORS INC (ST PETERSBURG) | 511 N FRANKLIN ST | TAMPA | FL | 33602-4810 |
| EMERALD COAST OFFICE PRODUCTS INC | 3355 COPTER RD STE 3 | PENSACOLA | FL | 32514-7082 |
| ERNIE MORRIS ENTERPRISES INC | 232 N MAIN ST | BUSHNELL | FL | 33513-5911 |
| ERNIE MORRIS ENTERPRISES INC | 1802 N ALAFAYA TRL | ORLANDO | FL | 32826-4716 |
| ERNIE MORRIS ENTERPRISES INC | 4511 N HIMES AVE | TAMPA | FL | 33614-7074 |
| GALLOWAY OFFICE SUPPLIES & FURNITURE | 10201 NW 21ST | DONAL | FL | 33172 |
| HOLMES & BRAKEL INTERNATIONAL INC | 8933 WESTERN WAY ST. 2 | JACKSONVILLE | FL | 32256 |
| HOLMES & BRAKEL INTERNATIONAL INC | 3901 COCONUT PALM DR STE: 102 | TAMPA | FL | 33619 |
| INTEGRATED FACILITY SYSTEMS | 318 N MONROE ST | TALLAHASSEE | FL | 32301 |
| INTERIOR RESOURCE GROUP | 11838 W COQUINA COURT | CRYSTAL RIVER | FL | 34429 |
| JC WHITE ARCHITECTURAL INTERIOR PRODUCTS | 1662 NW 215 STREET | MIAMI GARDENS | FL | 33056 |
| MARCO OFFICE SUPPLY & PRTG | 220 INDUSTRIAL BLVD | NAPLES | FL | 34104-3704 |
| OEC BUSINESS INTERIORS (GAINESVILLE) | 1601 NW 80TH BLVD | GAINESVILLE | FL | 32606-9140 |
| OFFICE ENVIRONMENTS & SERVICES (OE&S) | 1524 SAN MARCO BLVD. | JACKSONVILLE | FL | 32207 |
| OFFICE EXPRESS SUPPLIES INC. | 8005 W 20TH AVE | HIALEAH | FL | 33014 |
| OFFICE WORX INC | 475 ROBERTS RD | OLDSMAR | FL | 34677 |
| PERDUE OFFICE INTERIORS | 5 W FORSYTH ST, STE 100 | JACKSONVILLE | FL | 32202 |

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| PERDUE OFFICE INTERIORS | 313 N MONROE ST, STE 101 | TALLAHASSEE | FL | 32301 |
| SIGNATURE PRODUCTS INC. DBA SIGNATURE SCHOOL PRODUCTS | 220 SPRINGVIEW COMMERCIAL DR | DEBARY | FL | 32713 |
| SMITH OFFICE COMPUTER SUPPLY | 1009 S 21ST AVE | HOLLYWOOD | FL | 33020 |
| STUDIO 71 | 8859 LA TERRAZZA PL | JACKSONVILLE | FL | 32210 |
| WORKSCAPES, INC. | 8771 COLLEGE PARKWAY, SUITE 204, FORT MYERS | FORT MYERS | FL | 33919 |
| WORKSCAPES, INC. | 1173 N ORANGE AVE | ORLANDO | FL | 32804 |
| WORKSCAPES, INC. | 501 E KENNEDY BLVD | TAMPA | FL | 33602 |
| WORKSCAPES, INC. | 1505 DENNIS ST, STE 600 | JACKSONVILLE | FL | 32204 |
| YOUR SCHOOL RESOURCE GROUP DBA 3 OAKS RESOURCE GROUP | 7600 SW 129TH STREET | PINECREST | FL | 33256 |
| AMERICAN INTERIORS | 250 N ORLANDO AVE. SUITE 1600 | ORLANDO | FL | 32789 |
| AMERICAN INTERIORS | 100 S ASHLEY DR. SUITE 1300 | TAMPA | FL | 33602 |
| ADVENT BUSINESS INTERIORS | 1318 US HWY 82 W | LEESBURG | GA | 31763 |
| AUGUSTA BUSINESS INTERIORS INC | 3127 DAMASCUS RD STE G | AUGUSTA | GA | 30909-4000 |
| CORPORATE ENVIRONMENTS | 1636 NE EXPY | BROOKHAVEN | GA | 30329 |
| ERNIE MORRIS ENTERPRISES INC | 2535 IVY ST E | CUMMING | GA | 30041-6459 |
| FOWLER OFFICE INTERIORS | 940 W BROAD ST | ATHENS | GA | 30601 |
| MALONE OFFICE ENVIRONMENTS | 1345 13TH AVE | COLUMBUS | GA | 31901-2347 |
| MALONE OFFICE ENVIRONMENTS | 1344 12TH AVE | COLUMBUS | GA | 31901 |
| MASON INC. | 2301-B ROWLAND AVE | SAVANNAH | GA | 31404 |
| MCGARITYS BUSINESS PRODUCTS | 870 GROVE ST | GAINESVILLE | GA | 30501 |
| OFFICE CREATIONS | 5250 BROOK HOLLOW PKWY | NORCROSS | GA | 30071 |
| OFFICE FURNITURE EXPO | 5385 BUFORD HWY NE | DORAVILLE | GA | 30340 |
| OFFICE IMAGES | 1515 HOLCOMB WOODS PKWY | ROSWELL | GA | 30076 |
| OFFICE INTERIORS INC (ATLANTA) | 260 PEACHTREE ST NW STE 501 | ATLANTA | GA | 30303-1201 |
| PERIMETER OFFICE PRODUCTS | 3505 NEWPOINT PLACE | LAWRENCEVILLE | GA | 30043 |
| YOUNG OFFICE ENVIRONMENTS INC | 1464 E VICTORY DR | SAVANNAH | GA | 31404-4108 |
| FISHER HAWAII | 950 MANUNAPUNA STREET | HONOLULU | HI | 96819 |
| ALL MAKES OFFICE EQUIPMENT (DES MOINES) | 500 E COURT AVE STE: 150 | DES MOINES | IA | 50309 |
| ALL MAKES OFFICE EQUIPMENT (DES MOINES) | 3970 NW URBANDALE DR | URBANDALE | IA | 50322 |
| BAILEY OFFICE OUTFITTERS | 123 E 2ND ST | OTTUMWA | IA | 52501 |
| IOWA ILLINOIS OFFICE SOLUTIONS | 5117 TREMONT AVE STE: A | DAVENPORT | IA | 52807 |
| KIRK GROSS | 4015 ALEXANDRA DR | WATERLOO | IA | 50702 |
| OFFICE ELEMENTS (SIOUX CITY) | 1102 4TH ST. | SIOUX CITY | IA | 51101 |
| OFFICE ELEMENTS (SIOUX CITY) | 930 27TH AVE SW | CEDAR RAPIDS | IA | 52404 |
| STOREY KENWORTHY OFFICE SUPPLIES | 309 LOCUST ST | DES MOINES | IA | 50309 |
| STOREY KENWORTHY OFFICE SUPPLIES | 424 S BELL AVE | AMES | IA | 50010 |
| TALLGRASS BUSINESS RESOURCES | 218 2ND ST | CORALVILLE | IA | 52802 |
| WELTER STORAGE | 1945 BLAIRSFERRY ROAD NE | CEDAR RAPIDS | IA | 52402 |
| COMPLETE OFFICE LLC (WASHINGTON) | 8491 W ELISA ST | BOISE | ID | 83709-3615 |
| FREEFORM | 176 S CAPITOL BLVD | BOISE | ID | 83702 |
| IE CONNECT LLC | 1290 W MYRTLE ST. STE 160 | BOISE | ID | 83702 |
| INTERMOUNTAIN DESIGN | 7840 GRATZ DR | BOISE | ID | 83709-0771 |
| PORTERS OFFICE PRODUCTS | 1050 N 2ND EAST | REXBURG | ID | 83440 |
| ALLMAKES OFFICE FURNITURE | 2334 4TH AVENUE | MOLINE | IL | 61265 |
| ARTHUR P O'HARA INC-HON | 2801 CENTRE CIR DR | DOWNERS GROVE | IL | 60515-1093 |
| ATMOSPHERE COMMERCIAL INTERIORS | 801 N PERRYVILLE RD STE 3 | ROCKFORD | IL | 61107-6232 |
| CORPORATE CONCEPTS | 500 WATERS EDGE LANE | LOMBARD | IL | 60148 |
| FRANK COONEY CO | 700 TOUHY AVE | ELK GROVE | IL | 60007 |
| FRANK COONEY CO | 1226 N MICHAEL DR STE C | WOOD DALE | IL | 60191-1056 |
| GARVEY'S OFFICE PRODUCTS | 7500 N CALDWELL AVE | NILES | IL | 60714 |
| HENRICKSEN & COMPANY INC | 1101 W THORNDALE AVE | ITASCA | IL | 60143-1334 |
| HENRICKSEN & COMPANY INC | 401 SW WATER ST STE 507 | PEORIA | IL | 61602-1587 |
| ILLINI SUPPLY INC. | 111 ILLINI DRIVE | FORSYTH | IL | 62535 |

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| KENTWOOD OFFICE FURNITURE INC | 330 W ROOSEVELT RD | LOMBARD | IL | 60148-4220 |
| LAN OFFICE FURNISHINGS | 410 E MAIN ST STE 102 | BARRINGTON | IL | 60010-4568 |
| LARSON EQUIPMENT & FURNITURE CO | 1000 E STATE PKWY STE F | SCHAUMBURG | IL | 60173-4592 |
| LOWERY MCDONNELL COMPANY | 960 LIVELY BLVD | WOOD DALE | IL | 60191-1204 |
| MIDWEST OFFICE INTERIORS INC | 10330 ARGONNE WOODS DR STE 600 | WOODRIDGE | IL | 60517-5102 |
| MYOFFICEPRODUCTS LLC | 9747 FOSTER AVE | SCHILLER PARK | IL | 60176-1047 |
| OFFICE ESSENTIALS INC | 1999 WABASH AVE STE 200 | SPRINGFIELD | IL | 62704-5374 |
| OFFICE ESSENTIALS INC | 4765 INDUSTRIAL AVE | SPRINGFIELD | IL | 62703-5319 |
| OFFICE PLUS SOLUTIONS AND SUPPLY | 1428 W GLEN FLORA AVE | WAUKEGAN | IL | 60085-1717 |
| OFFICE SPECIALISTS INC | 143 E FERRIS ST | GALESBURG | IL | 61401 |
| SBM BUSINESS EQUIPMENT CENTER | 501 LOCUST ST | STERLING | IL | 61081 |
| STOCKS OFFICE FURNITURE | 602 S COUNTY RAIR DR | CHAMPAIGN | IL | 61821 |
| VILLA PARK OFFICE EQUIPMENT | 1120 N VILLA AVE | VILLA PARK | IL | 60181-1054 |
| WAREHOUSE DIRECT | 2001 S MOUNT PROSPECT RD | DES PLAINES | IL | 60018-1808 |
| WIDMER INTERIORS | 8415 N ALLEN RD | PEORIA | IL | 61615 |
| RESOURCE ONE OF ILLINOIS | 321 E ADAMS ST | SPRINGFIELD | IL | 62701 |
| BUSINESS ENVIRONMENTS | 5611 E MORGAN AVE | EVANSVILLE | IN | 47715 |
| EDUCATIONAL FURNITURE | 620 E 18TH STREET | MUNCIE | IN | 47302 |
| FINELINE LAMINATES INC | 7868 ZIONSVILLE RD | INDIANAPOLIS | IN | 46268-2177 |
| HDW COMMERCIAL INTERIORS | 2274 W 93RD AVE | MERRILLVILLE | IN | 46410-6901 |
| HUDSON OFFICE SOLUTIONS | 708 E MAIN ST | WASHINGTON | IN | 47501 |
| JC INTERIORS LLC | 11807 ALLISONVILLE RD # 305 | FISHERS | IN | 46038-2313 |
| KENEFIC DESIGN ASSOCIATES LLC DBA KDA FURNITURE AND INTERIORS | 7702 BLUFFTON ROAD | FT. WAYNE | IN | 46809 |
| KENTWOOD OFFICE FURNITURE INC | 7226 E 87TH ST STE E | INDIANAPOLIS | IN | 46256-1279 |
| LEE COMPANY INC-HON | 27 S 12TH ST | TERRE HAUTE | IN | 47807-3901 |
| OFFICE INTERIORS INC (GRANGER) | 1415 UNIVERSITY DR CT | GRANGER | IN | 46530-4296 |
| OFFICE360 | 7301 WOODLAND DR | INDIANAPOLIS | IN | 46278-1737 |
| OFFICE360 | 104 BROADWAY ST | VINCENNES | IN | 47591-1226 |
| PEERLESS PRINTING & OFFICE SUPPLY CORP | 513 S WASHINGTON ST | MARION | IN | 46953-1962 |
| PULSE TECHNOLOGY OF INDIANA | 312 ROBERTS RD | CHESTERTON | IN | 46304 |
| RJE BUSINESS INTERIORS | 621 EAST OHIO STREET | INDIANAPOLIS | IN | 46202 |
| SEELY OFFICE SOLUTIONS | 5618 INDUSTRIAL RD | FT. WAYNE | IN | 46825 |
| SMITH & BUTTERFIELD | 2800 LYNCH ROAD, SUITE D | EVANSVILLE | IN | 47711 |
| THREE RIVERS BUSINESS INTERIORS | 3253 ST JOE CTR RD | FORT WAYNE | IN | 46835 |
| WORKSPACE SOLUTIONS (FORT WAYNE) | 2208 PRODUCTION RD | FORT WAYNE | IN | 46808-3656 |
| OFFICE WORKS | 12000 EXIT FIVE PARKWAY | FISHERS | IN | 46037 |
| GALAXIE BUSINESS EQUIPMENT | 913 MAIN STREET | WINFIELD | KS | 67156 |
| MIDWEST SINGLE SOURCE | 413 E 3RD | HUTCHINSON | KS | 67501 |
| MODERN BUSINESS INTERIORS | 14205 W 95TH ST | LENEXA | KS | 66215 |
| NAVRATS | 728 MECHANIC ST | EMPORIA | KS | 66801 |
| OFFICE PLUS OF KANSAS | 6010 N. BROADWAY | WICHITA | KS | 67219 |
| PURE WORKPLACE SOLUTIONS | 114 N ST. FRANCIS ST | WICHITA | KS | 672020 |
| PURE WORKPLACE SOLUTIONS | 117 SE 10TH AVE | TOPEKA | KS | 66612 |
| SOUTHERN OFFICE SUPPLY | 116 N MAIN STREET | MEDICINE LODGE | KS | 67104 |
| SOUTHERN OFFICE SUPPLY | 417 N KANSAS AVE | LIBERAL | KS | 67901 |
| SPACES, INC | 14950 W 86TH STREET | LENEXA | KS | 66215 |
| ACTION BUSINESS SUPPLIERS INC. | 275 GOLD RUSH RD | LEXINGTON | KY | 40503 |
| BARREN COUNTY BUSINESS SUPPLY | 400 SORENSON AVE | GLASGOW | KY | 42141-1054 |
| FRIENDS OFFICE | 500 BUCK PL | LEXINGTON | KY | 40511-6500 |
| KEITH DANIEL & ASSOCIATES-HON | 1161 RED MILE RD | LEXINGTON | KY | 40504-2649 |
| KERR OFFICE GROUP INC | 509 ASSEMBLY DR | ELIZABETHTOWN | KY | 42701-7303 |
| KERR OFFICE GROUP INC | 2515 FORT CAMPBELL BLVD. | HOKINSVILLE | KY | 42240 |
| KERR OFFICE GROUP INC | 210 EAST MAIN STREET | CAMPBELLSVILLE | KY | 42718 |
| MUNSON BUSINESS INTERIORS | 2307 RIVER RD STE 100 | LOUISVILLE | KY | 40206 |
| MYOFFICEPRODUCTS LLC | 805 S MAIN ST | HOPKINSVILLE | KY | 42240-2111 |

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| OFFICE RESOURCES INC | 12600 PLANTSIDE DR | LOUISVILLE | KY | 40356 |
| OFFICE RESOURCES INC | 2472 FORTUNE DRIVE | LEXINGTON | KY | 40509 |
| OFFICE RESOURCES INC | 4020 ARMORY OAKS DR | NASHVILLE | KY | 37204 |
| OFFICE360 | 576 EAST MAIN STREET | FRANKFORT | KY | 40601 |
| PETTER BUSINESS SYSTEMS INC | 5110 CHARTER OAK DR | PADUCAH | KY | 42001-5209 |
| CORPORATE INTERIORS INC (ST PETERSBURG) | 7150 JEFFERSON HIGHWAY, STE 530 | BATON ROUGE | LA | 70802-5500 |
| FERRIS OFFICESMART, LLC | 8855 QUIMPER PL #5614 | SHREVEPORT | LA | 71105 |
| GENERAL OFFICE SUPPLY | 3045 W PINHOOK RD | LAFAYETTE | LA | 70508 |
| LOUISIANA OFFICE PRODUCTS, INC. | 210 EDWARDS AVE. | HARAHAN | LA | 70123 |
| LOUISIANA OFFICE SUPPLY | 7643 FLORIDA BLVD. | BATON ROUGE | LA | 70806 |
| LOUISIANA SCHOOL EQUIPMENT COMPANY, LLC | 330 LEE DRIVE, SUITE B | BATON ROUGE | LA | 70808 |
| PETTUS OFFICE PRODUCTS | 309 N 4TH ST | MONROE | LA | 71201 |
| PETTUS OFFICE PRODUCTS | 4909 SHED RD | BOSSIER CITY | LA | 71111 |
| CREATIVE OFFICE RESOURCES INC. | 44 THOMPSON PLACE | BOSTON | MA | 2210 |
| PEABODY OFFICE | 234 CONGRESS STREET | BOSTON | MA | 2110 |
| RED THREAD SPACES LLC | 101 SEAPORT BLVD. #600 | BOSTON | MA | 02210 |
| AGILE OFFICE LLC | 6411 IVY LN STE 700 | GREENBELT | MD | 20770-1411 |
| AMERICAN DESIGN ASSOCIATES | 9000 HARFORD ROAD | BALTIMORE | MD | 21234 |
| ATLANTIC CORPORATE INTERIORS, INC | 6940 COLUMBIA GATEWAY DRIVE, SUITE 350 | COLUMBIA | MD | 21046 |
| CONTRACT FURNITURE OPTIONS | 210 OLD ISLAND CT | WALKERSVILLE | MD | 21793 |
| DANKER DBA FULTON STREET 1 LLC | 9200 ALAKING COURT | CAPITOL HEIGHTS | MD | 20743 |
| DOURON | 10 PAINTERS MILL RD | OWINGS MILLS | MD | 21117 |
| EDWARDS & HILL COMMUNICATIONS LLC | 10810 GUILFORD RD, STE: 101-102 | NNAPOLIS JUNCTIO | MD | 20701 |
| MOI INC | 1801 PORTER ST SUITE 100 | BALTIMORE | MD | 21230 |
| OFFICE IMAGES INC | 2099 GAITHER RD STE 130 | ROCKVILLE | MD | 20850-4057 |
| PRICE MODERN | 2604 SISSON ST | BALTIMORE | MD | 21211 |
| RUDOLPH'S OFFICE COMPUTER AND SUPPLY | 6610 AMBERTON DR STE 400 | ELKRIDGE | MD | 21075 |
| THE SUPPLY ROOM | 1300 MERCEDES DR | HANOVER | MD | 21076-3140 |
| ZOOM INC | 1 LAUREL LEAF CT | POTOMAC | MD | 20854-1769 |
| CONSUMERS OFFICE FURNITURE DBA PINNACLE DESIGN | 3700 BAY ROAD | SAGINAW | MI | 48603 |
| DISTRICT BY DESIGN LLC | 48700 GRAND RIVER AVE | NOVI | MI | 48374 |
| DOUBLEDAY OFFICE PRODUCTS | 2435 PLAZA DR | BENTON HARBOR | MI | 49022-2229 |
| INTERIOR ENVIRONMENTS | 48700 GRAND RIVER AVE | NOVI | MI | 48374-1228 |
| KENTWOOD OFFICE FURNITURE INC | 3063 BRETON RD SE | GRAND RAPIDS | MI | 49512-1747 |
| KENTWOOD OFFICE FURNITURE INC | 801 S WAVERLY RD | LANSING | MI | 48917-5202 |
| KENTWOOD OFFICE FURNITURE INC | 2420 W MICHIGAN AVE | JACKSON | MI | 49202-3920 |
| KENTWOOD OFFICE FURNITURE INC | 400 GALLERIA OFFICE CENTRE #515 | SOUTHFIELD | MI | 48034 |
| KERR ALBERT OFFICE SUPPLY INC | 1121 MILITARY ST | PORT HURON | MI | 48060-5418 |
| METRO BUSINESS INTERIORS | 1370 M 139 | BENTON HARBOR | MI | 49022 |
| OFFICE EXPRESS (TROY) | 1280 E BIG BEAVER RD | TROY | MI | 48083-1946 |
| SMART BUSINESS SOURCE | 1940 NORTHWOOD | TROY | MI | 48084 |
| WEST MICHIGAN OFFICE INTERIORS INC | 300 E 40TH ST | HOLLAND | MI | 49423-5345 |
| WEST MICHIGAN OFFICE INTERIORS INC | 3308 S WESTNEDGE AVE | KALAMAZOO | MI | 49008-4925 |
| WEST MICHIGAN OFFICE INTERIORS INC | 949 FRONT AVE NW | GRAND RAPIDS | MI | 49504-4497 |
| ATMOSPHERE COMMERCIAL INTERIORS | 81 S 9TH ST STE 350 | MINNEAPOLIS | MN | 55402-3226 |
| BUSINESS ESSENTIALS | 6645 JAMES AVE N | MINNEAPOLIS | MN | 55430-4535 |
| HENRICKSEN & COMPANY INC | 800 WASHINGTON AVE N STE 200 | MINNEAPOLIS | MN | 55401 |
| HENRICKSEN & COMPANY INC | 1101 W RIVER PKWY STE 100 | MINNEAPOLIS | MN | 55415-1215 |
| INNOVATIVE OFFICE SOLUTIONS LLC | 151 CLIFF RD E STE 40 | BURNSVILLE | MN | 55337-1586 |
| NORTHERN BUSINESS PRODUCTS | 2326 W SUPERIOR ST | DULUTH | MN | 55806-1932 |
| NORTHERN BUSINESS PRODUCTS | 1210 LAKELAND DR SE | WILLMAR | MN | 56201-4172 |
| NORTHERN BUSINESS PRODUCTS | 1003 CLOQUET AVE | CLOQUET | MN | 55720-1694 |
| NORTHERN BUSINESS PRODUCTS | 1734 E 40TH ST | HIBBING | MN | 55746-3663 |
| NORTHERN BUSINESS PRODUCTS | 240 MAIN ST | MARSHALL | MN | 56258-1378 |
| NORTHERN BUSINESS PRODUCTS | 1202 SUN RIDGE DR | SAINT CLOUD | MN | 56301-9178 |

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| SCHMIDT GOODMAN OFFICE PRODUCTS INC | 1920 N BROADWAY AVE | ROCHESTER | MN | 55906-4003 |
| SCHMIDT GOODMAN OFFICE PRODUCTS INC | 1941 BROADWAY AVE N | ROCHESTER | MN | 55906-4010 |
| CI SELECT | 11840 WESTLINE INDUSTRIAL DR STE: 100 | ST. LOUIS | MO | 63146 |
| FRE3DOM INTERIORS | 4000 WASHINGTON ST | KANSAS CITY | MO | 64111 |
| INTERIOR LANDSCAPES | 2121 CENTRAL ST STE: 144 | KANSAS CITY | MO | 64108 |
| MODERN BUSINESS INTERIORS | 1023 PORTWEST DR | ST. CHARLES | MO | 63303 |
| OFFICE ESSENTIALS INC | 1939 E PHELPS ST | SPRINGFIELD | MO | 65802-2282 |
| OFFICE ESSENTIALS INC | 1834 WALTON RD | SAINT LOUIS | MO | 63114-5820 |
| OFFICE ESSENTIALS INC | 1548 ERIE ST | KANSAS CITY | MO | 64116-3805 |
| OFFICE ESSENTIALS INC | 1901 VANDIVER DR | COLUMBIA | MO | 65202-1914 |
| PURE WORKPLACE SOLUTIONS | 3525 ROANOKE RD | KANSAS CITY | MO | 64111 |
| CONTRACT FURNISHINGS | 3129 MAIN STREET | KANSAS CITY | MO | 64111 |
| ANDERSON RETAIL INC | 11 OFFICE PARK DR STE 20 | HATTIESBURG | MS | 39402-6135 |
| ANDERSON RETAIL INC | 515 W SCOOBA ST | HATTIESBURG | MS | 39401-6304 |
| FHM INC DBA OFFICEPRO | 515 CHILDS ST | CORINTH | MS | 38834-4808 |
| INTERIOR ELEMENTS LLC | 830 WILSON DR STE A | RIDGELAND | MS | 39157-4508 |
| MYOFFICEPRODUCTS LLC | 277 COMMUNITY DR | TUPELO | MS | 38801-6506 |
| OFFICE PRODUCTS PLUS | 208 PARK COURT | RIDGELAND | MS | 39157 |
| 360 OFFICE SOLUTIONS | 3676 PIERCE PKWY | BILLINGS | MT | 59106-3905 |
| 360 OFFICE SOLUTIONS | 212 ZOOT WAY | BOZEMAN | MT | 59718-5930 |
| 360 OFFICE SOLUTIONS | 206 W GRANITE ST | BUTTE | MT | 59701-9236 |
| 360 OFFICE SOLUTIONS | 700 SUNSET BLVD | KALISPELL | MT | 59901 |
| 360 OFFICE SOLUTIONS | 2019 CROMWELL DIXON LN | HELENA | MT | 59602 |
| CORPORATE INTERIORS & SALES INC. | 1329 MORGANTON ROAD | FAYETTEVILLE | NC | 28305 |
| CREATIVE BUSINESS INTERIORS | 8720 FLEET SERVICE DRIVE | RALEIGH | NC | 27617 |
| FORMS & SUPPLY INC (FSI) | 6410 ORR RD | CHARLOTTE | NC | 28213-6332 |
| FORMS & SUPPLY INC (FSI) | 3125 GRESHAM LAKE RD STE 109110 | RALEIGH | NC | 27615-4233 |
| FORMS & SUPPLY INC (FSI) | 3022 N KERR AVE STE A | WILMINGTON | NC | 28405-8679 |
| FORMS & SUPPLY INC (FSI) | 1314 E 5TH ST | LUMBERTON | NC | 28358-6030 |
| FORMS & SUPPLY INC (FSI) | 2606 PHOENIX DR STE 204 | GREENSBORO | NC | 27406-6353 |
| HICAPS | 600 N REGIONAL ROAD | GREENSBORO | NC | 27409 |
| HICAPS C2 | 600 N REGIONAL ROAD | GREENSBORO | NC | 27409 |
| INSTITUTIONAL INTERIORS | 2851 VAN HURON DRIVE, SUITE 100 | RALEIGH | NC | 27615 |
| INTERIOR ELEMENTS LLC | 621 HILLSBOROUGH ST #201 | RALEIGH | NC | 27603 |
| INTERIOR ELEMENTS LLC | 7820 THORNDIKE RD | GREENSBORO | NC | 27409-9690 |
| INTERIOR ELEMENTS LLC | 800 W HILL ST STE 404 | CHARLOTTE | NC | 28208-5365 |
| KENNEDY OFFICE SUPPLY COMPANY INC | 3035 HORSESHOE LN STE A | CHARLOTTE | NC | 28208-6464 |
| KENNEDY OFFICE SUPPLY COMPANY INC | 3609 BASTION LN | RALEIGH | NC | 27604-3861 |
| OFFICE FURNITURE CONCEPTS INC (WILKESBORO) | 1630 E BROAD ST | STATESVILLE | NC | 28625-4304 |
| OFFICE FURNITURE CONCEPTS INC (WILKESBORO) | 4389 W US HWY 421 | WILKESBORO | NC | 28697-9175 |
| YOUNG OFFICE ENVIRONMENTS INC | 71 THOMPSON ST | ASHEVILLE | NC | 28803-2328 |
| STEPHENS OFFICE SYSTEMS INC | 300 FOSTER AVE | CHARLOTTE | NC | 28203 |
| BUSINESS ESSENTIALS | 205 MAIN AVE E | WEST FARGO | ND | 58078-1833 |
| CONNECT INTERIORS LLC | 3803 MAIN AVENUE | FARGO | ND | 58103 |
| INTEROFFICE | 1630 1ST AVE N SUITE A | FARGO | ND | 58102 |
| ALL MAKES OFFICE EQUIPMENT (LINCOLN) | 3333 O ST | LINCOLN | NE | 68510 |
| ALL MAKES OFFICE EQUIPMENT (OMAHA) | 2558 FARNAM ST | OMAHA | NE | 68131 |
| CI SELECT | 4614 DODGE ST | OMAHA | NE | 68132 |
| EAKES OFFICE SOLUTIONS | 617 W 3RD ST | GRAND ISLAND | NE | 68801 |
| EAKES OFFICE SOLUTIONS | 3636 W STOLLEY PARK RD STE: C | GRAND ISLAND | NE | 68803 |
| EAKES OFFICE SOLUTIONS | 2401 AVENUE A | KEARNEY | NE | 68847 |
| EAKES OFFICE SOLUTIONS | 520 N VINE ST | NORTH PLATTE | NE | 69101 |
| EAKES OFFICE SOLUTIONS | 839 W 2ND STREET | HASTINGS | NE | 68901 |
| EAKES OFFICE SOLUTIONS | 2911 13TH ST | COLUMBUS | NE | 68601 |

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| EAKES OFFICE SOLUTIONS | 201 S 1ST STREET | NORFOLK | NE | 68701 |
| EAKES OFFICE SOLUTIONS | 2630 N YAGER RD STE: 501 | FREMONT | NE | 68025 |
| CASEY'S EXECUTIVE INTERIORS INC T/A CEI | 152 US HIGHWAY 22 | GREEN BROOK | NJ | 8812 |
| CREATIVE OFFICE RESOURCES | 90 WOODBRIDGE CTR DRIVE | WOODBRIDGE | NJ | 7095 |
| DANCKER LLC | 231 EVANS WAY | SOMERVILLE | NJ | 08876 |
| EVENSONBEST LLC | 400 CONNELL DR | BERKELEY HEIGHTS | NJ | 07922 |
| HARTMAN OFFICE FURNITURE | 53 S JEFFERSON RD STE F | WHIPPANY | NJ | 7981 |
| HERTZ FURNITURE SYSTEMS LLC | 170 WILLIAMS DR | RAMSEY | NJ | 07446 |
| INNOVATIVE COMMERCIAL INTERIORS INC | 806 SILVIA ST | WEST TRENTON | NJ | 08628-3239 |
| JC OFFICE CONSULTANTS | 242 UNION AVENUE | SOMERVILLE | NJ | 08776 |
| KAD ASSOCIATES | 1000 WOODBRIDGE CENTER DRIVE | WOODBRIDGE | NJ | 7095 |
| PARAMOUNT FMS | 72 READINGTON RD | BRANCHBURG | NJ | 08876-3541 |
| PREMIER SUPPLIES USA INC. | 525 WINDSOR DRIVE | SECAUCUS | NJ | 7094 |
| SAVEON STATIONARY CO INC. DBA MACO OFFICE SUPPLIES | 1000 KENNEDY BLVD | UNION CITY | NJ | 7087 |
| TANNER NORTH JERSEY FURNITURE, LLC | 1251 LAKEWOOD-FARMINGDALE RD | HOWELL | NJ | 7731 |
| BECK TOTAL OFFICE INTERIORS | 8300 JEFFERSON ST NE, STE: A | ALBUQUERQUE | NM | 87113 |
| PARKERS INC OFFICE PRODUCTS | 714 W MAIN ST STE C | FARMINGTON | NM | 87401-5639 |
| SANDIA OFFICE SUPPLY | 5801 OFFICE BLVD. NE | ALBUQUERQUE | NM | 87109 |
| DALVEY DESIGN INC | 3100 W SIRIUS AVE STE 100 | LAS VEGAS | NV | 89102-0502 |
| DALVEY DESIGN INC | 5173 S EASTERN AVE | LAS VEGAS | NV | 89119-2304 |
| OFFICE FURNITURE USA | 40 N MOJAVE RD | LAS VEGAS | NV | 89101 |
| RENO BUSINESS INTERIORS | 427 RIDGE ST STE D | RENO | NV | 89501-1738 |
| ACCENT COMMERCIAL FURNITURE INC | 3 INTERSTATE AVE STE 2 | ALBANY | NY | 12205-5331 |
| AFD CONTRACT FURNITURE | 810 7TH AVENUE | NEW YORK | NY | 10019 |
| BUFFALO OFFICE INTERIORS | 1418 NIAGRA ST | BUFFALO | NY | 14213 |
| CREATIVE OFFICE RESOURCES | 1115 BROADWAY FL 6 | NEW YORK | NY | 10010 |
| DRB BUSINESS INTERIORS INC | 153 REGENT ST | SARATOGA SPRINGS | NY | 12866-4370 |
| EATON OFFICE SUPPLY CO INC | 180 JOHN GLENN DR | AMHERST | NY | 14228-2228 |
| EMPIRE OFFICE | 654 MADISON AVENUE | NEW YORK | NY | 10065 |
| FURNITURE PRO CORP | 355 SPOOK ROCK RD | AIRMONT | NY | 10901 |
| HENRICKSEN & COMPANY INC | 1040 AVENUE OF THE AMERICAS FL 22 | NEW YORK | NY | 10018-3762 |
| HUMMELS OFFICE EQUIPMENT | 25 CANAL STREET | MOHAWK | NY | 13407 |
| INTERIOR INNOVATIONS | 1641 E GENESEE STREET | SYRACUSE | NY | 13210 |
| INTIVITY INC. | 106 DESPATCH DRIVE | EAST ROCHESTER | NY | 14445 |
| LEWIS STEVENSON OFFICE SOLUTIONS | 25 W 31ST STREET, 9TH FLOOR | NEW YORK | NY | 10001 |
| LPS OFFICE INTERIORS | 75 BROADHOLLOW RD | FARMINGDALE | NY | 11735-1700 |
| MID CITY OFFICE EQUIPMENT | 2495 MAIN STREET, SUITE 240 | BUFFALO | NY | 18553 |
| MILLINGTON LOCKWOOD | 3901 GENSEE ST | BUFFALO | NY | 14225 |
| NICKERSON NY LLC | 11 MOFFITT BLVD. | BAY SHORE | NY | 11706 |
| PROFTECH | 10 SKYLINE DRIVE | HAWTHORNE | NY | 10532 |
| SCHOOL FURNITURE AND INTERIORS | 32 COPPER WOODS | PITTSFORD | NY | 14534 |
| STONEHILL SALES & SERVICES LLC | 32 HEATHER LN | MIDDLETOWN | NY | 10940-7203 |
| SYRACUSE OFFICE ENVIRONMENTS | 375 ERIE BLVD W | SYRACUSE | NY | 13202-1011 |
| SYRACUSE OFFICE ENVIRONMENTS | 214 SOLAR ST | SYRACUSE | NY | 13204-1426 |
| TECH VALLEY OFFICE INTERIORS | 50 MOHAWK STREET | COHOES | NY | 12047 |
| TRI STATE OFFICE INTERIORS | 19 W 21ST STREET | NEW YORK CITY | NY | 10010 |
| WORKPLACE INTERIORS | 400 PUCKETTS LANDING | FAIRPORT | NY | 14450 |
| WORKPLACE INTERIORS OF BUFFALO | 815 HILLSIDE AVE | ROCHESTER | NY | 14618 |
| EVENSONBEST LLC | 641 AVENUE OF THE AMERICAS FL 6 | NEW YORK | NY | 10011 |
| AMERICAN INTERIORS | 1001 LAKESIDE AVE E STE 150 | CLEVELAND | OH | 44114-1147 |
| AMERICAN INTERIORS | 302 S BYRNE RD BLDG 100 | TOLEDO | OH | 43615-6208 |
| AMMONS COMMERCIAL INTERIORS | 25671 FORT MEIGS ROAD, STE H | PERRYSBURG | OH | 43551 |
| AMMONS COMMERCIAL INTERIORS | 7651 BALDWIN CT | HOLLAND | OH | 43528 |
| CHARLES RITTER CO | 35 W 6TH ST | MANSFIELD | OH | 44902-1038 |

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| CONTINENTAL OFFICE FURNITURE CORPORATION | 5061 FREEWAY DRIVE E | COLUMBUS | OH | 43229 |
| DUPLER OFFICE | 330 W SPRING ST STE 150 | COLUMBUS | OH | 43215-7317 |
| ENVIRONMENTS 4 BUSINESS LLC | 3421 RIDGEWOOD RD STE 270 | FAIRLAWN | OH | 44333-3186 |
| ENVIRONMENTS 4 BUSINESS LLC | 1400 W 10TH ST | CLEVELAND | OH | 44113-1215 |
| FRIENDSOFFICE | 2300 BRIGHT RD | FINDLAY | OH | 45840-5432 |
| FRIENDSOFFICE | 2473 BELVO ROAD | MIAMISBURG | OH | 45342 |
| FRIENDSOFFICE | 7099 HUNTLEY ROAD, SUITE 102 | COLUMBUS | OH | 43229 |
| INDEPENDENCE BUSINESS SUPPLY | 25701 RICHMOND ROAD | BEDFORD HEIGHTS | OH | 44146 |
| INNOVATIVE OFFICE SOLUTIONS | 8016 INDUSTRIAL DRIVE | MARIA STEIN | OH | 45860 |
| KING BUSINESS INTERIORS | 1400 GOODALE BLVD, STE 102 | COLUMBUS | OH | 43212 |
| LOTH, INC. | 855 GRANDVIEW AVE | COLUMBUS | OH | 43215 |
| LOTH, INC. | 3574 E KEMPER RD | CINCINNATI | OH | 45241 |
| OFFICE FURNITURE SOURCE | 2920 E KEMPER ROAD | CINCINNATI | OH | 45241 |
| O'REILLY OFFICE LLC | 300 SPRUCE STREET | COLUMBUS | OH | 43215 |
| RJE INTERIORS INC. | 623 BROADWAY STREET | CINCINNATI | OH | 45202 |
| SEAGATE OFFICE PRODUCTS | 25701 RICHMOND ROAD | BEDFORD HEIGHTS | OH | 44146 |
| WILLIAMS INTERIOR DESIGNS | 4449 EASTON WAY 2ND | COLUMBUS | OH | 43219 |
| ADMIRAL EXPRESS OFFICE | 1823 N YELLOWOOD AVE | BROKEN ARROW | OK | 74012 |
| L&M OFFICE FURNITURE LLC | 12424 E 55TH ST | TULSA | OK | 74146 |
| SPACES INC. | 2801 COLTRANE PLACE | EDMOND | OK | 73034 |
| WILSON BAUHAUS INTERIORS | 426 E 4TH ST | TULSA | OK | 74120 |
| ENVIRONMENTS, AN INSIDESOURCE COMPANY | 2055 NW SAVIER ST | PORTLAND | OR | 97209 |
| MOMENTUM PROCUREMENT GROUP | 8305 SE MONTEREY AVE | HAPPY VALLEY | OR | 97086 |
| NW OFFICE INTERIORS INC | 6400 SE LAKE RD STE 142 | MILWAUKIE | OR | 97222-2186 |
| OPNW - OFFICE PRODUCTS NATIONWIDE | 12600 SW 68TH AVE | PORTLAND | OR | 97223-8338 |
| ROSE CITY OFFICE FURNISHINGS | 5130 N BASIN AVE. UNIT #1 | PORTLAND | OR | 97217 |
| BENJAMIN ROBERTS LTD | 119 SOUTH TREE DR | LANCASTER | PA | 17603-3528 |
| COFCO, A HENRICKSEN COMPANY | THREE PARKWAY, 1601 CHERRY STREET, 16TH FLOOR | PHILADELPHIA | PA | 19133 |
| FRANKLIN INTERIORS | 2740 SMALLMAN ST, STE 600 | PITTSBURGH | PA | 15222 |
| GUERNSEY INC | 5040 LOUISE DR STE 106 | MECHANICSBURG | PA | 17055-4897 |
| HUFFMANS OFFICE EQUIPMENT CO | 5318 LYCOMING MALL DR | MONTOURSVILLE | PA | 17754-8318 |
| INTERIOR WORKPLACE SOLUTIONS (IWS) | 6765 AMBASSADOR DRIVE | ALLENTOWN | PA | 18106 |
| MCCARTNEY'S INC. | 819 HOWARD AVE | ALTOONA | PA | 16601 |
| OFFICE BASICS | 22 CREEK CIRCLE | BOOTHWYN | PA | 19061 |
| OFFICE FURNITURE WAREHOUSE | 11660 KELEKET | PITTSBURGH | PA | 15235 |
| OFFICE SERVICE COMPANY | 1009 TUCKERTON CT | READING | PA | 19605-1177 |
| PEMCO | 1700 N HIGHLAND RD | PITTSBURGH | PA | 15241 |
| PHILLIPS WORKPLACE INTERIORS INC | 6345 FLANK DR STE 1200 | HARRISBURG | PA | 17112-2765 |
| PREMIER ENVIRONMENTS | 2601 BAGLYOS CIRCLE | BETHLEHEM | PA | 18020 |
| STONE OFFICE EQUIPMENT INC | 321 PEAR ST | SCRANTON | PA | 18505-1621 |
| SUPPLYSOURCE INC. | 415 W 3RD STREET | WILLIAMSPORT | PA | 17701 |
| TANNER OF PA INC | 7813 DERRY ST | HARRISBURG | PA | 17111-5265 |
| TRI-STATE OFFICE FURNITURE | ONE SEXTON RD | MCKEES ROCKS | PA | 15136 |
| SHEEHANS OFFICE INTERIORS INC | 524 PARK AVE | PORTSMOUTH | RI | 02871-4940 |
| CORPORATE INTERIORS INC (ST PETERSBURG) | 1051 MARKET ST | COLUMBIA | SC | 29201-4740 |
| FORMS & SUPPLY INC (FSI) | 3215B BENCHMARK DR | LADSON | SC | 29456-3862 |
| FORMS & SUPPLY INC (FSI) | 99 VANTAGE POINT DR | WEST COLUMBIA | SC | 29172-3001 |
| FORMS & SUPPLY INC (FSI) | 454A FAIRFOREST WAY | GREENVILLE | SC | 29607-4436 |
| GREENVILLE OFFICE SUPPLY CO INC | 310 E FRONTAGE RD | GREER | SC | 29651-6913 |
| HERALD OFFICE SOLUTIONS | 909 BROADWAY ST | MYRTLE BEACH | SC | 29577-3718 |
| HERALD OFFICE SOLUTIONS | 708 N 1ST AVE | DILLON | SC | 29536-2402 |
| HERALD OFFICE SOLUTIONS | 736 BROAD ST | SUMTER | SC | 29150-3359 |
| HERALD OFFICE SOLUTIONS | 90 N SHORECREST RD STE A | COLUMBIA | SC | 29209-4500 |
| HERALD OFFICE SOLUTIONS | 127 CHESTERFIELD HWY | CHERAW | SC | 29520-3001 |

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| HERALD OFFICE SOLUTIONS | 3250 TILE DR | CHARLESTON | SC | 29414-9999 |
| HERALD OFFICE SOLUTIONS | 1716 BYPASS 72 NE | GREENWOOD | SC | 29649-1691 |
| INTERIOR ELEMENTS LLC | 1940 ALGONQUIN RD. SUITE 104 | CHARLESTON | SC | 29405 |
| LORICK OFFICE PRODUCTS | 910 WASHINGTON STREET | COLUMBIA | SC | 29201 |
| NU-IDEA SCHOOL SUPPLY COMPANY INC. | 710 S GUIGNARD DR | SUMTER | SC | 29150 |
| OFFICE INTERIORS OF SOUTH CAROLINA | 146 W PHILLIPS ROAD | GREER | SC | 29650 |
| WULBERN KOVAL COMPANY INC | 1111 MORRISON DR | CHARLESTON | SC | 29403-3110 |
| YOUNG OFFICE ENVIRONMENTS INC | 1280 RIDGE RD | GREENVILLE | SC | 29607-4626 |
| YOUNG OFFICE ENVIRONMENTS INC | 1104 SHOP RD | COLUMBIA | SC | 29201-4743 |
| YOUNG OFFICE ENVIRONMENTS INC | 4434 COLUMBIA RD | MARTINEZ | SC | 30907-4556 |
| DAKOTA TYPEWRITER EXCHANGE DBA DAKOTA BUSINESS CENTER | 1635 DEADWOOD AVE | RAPID CITY | SD | 57702 |
| A & W SUPPLY INC | 10653 DUTCHTOWN RD | KNOXVILLE | TN | 37932-3206 |
| A-Z OFFICE RESOURCE INC | 3014 OWEN DR | ANTIOCH | TN | 37013-2413 |
| A-Z OFFICE RESOURCE INC | 5920 MIDDLEVIEW WAY | KNOXVILLE | TN | 37909-1251 |
| A-Z OFFICE RESOURCE INC | 9 BUSINESS WAY | GRAY | TN | 37615-6240 |
| A-Z OFFICE RESOURCE INC | 1600 E ANDREW JOHNSON HWY | MORRISTOWN | TN | 37814-5443 |
| A-Z OFFICE RESOURCE INC | 1065 WILLOW INDUSTRIAL CT STE A | COOKEVILLE | TN | 38501-4138 |
| A-Z OFFICE RESOURCE INC | 781 AIRWAYS BLVD STE A | JACKSON | TN | 38301-3238 |
| A-Z OFFICE RESOURCE INC | 1245 SYCAMORE VIEW RD | MEMPHIS | TN | 38134 |
| COS BUSINESS PRODUCTS & INTERIORS | 1548 RIVERSIDE DR | CHATTANOOGA | TN | 37406-4313 |
| ERNIE MORRIS ENTERPRISES INC | 1126 HARPETH INDUSTRIAL CT. | FRANKLIN | TN | 37064-2224 |
| INSPIRE BUSINESS INTERIORS | 725 W WALNUT ST | JOHNSON CITY | TN | 37604-6523 |
| INSPIRE BUSINESS INTERIORS | 310 LAFE COX DR | JOHNSON CITY | TN | 37604-7444 |
| INTERIOR ELEMENTS LLC | 118 N PETERS RD STE 262 | KNOXVILLE | TN | 37923-4927 |
| KIRKSEY & CO. | 565 MARRIOTT DRIVE STE 330 | NASHVILLE | TN | 37214 |
| MYOFFICEPRODUCTS LLC | 320 TECH PARK DR STE 100 | LA VERGNE | TN | 37086-3647 |
| MYOFFICEPRODUCTS LLC | 1501 CORPORATE PL STE 400 | LA VERGNE | TN | 37086-3596 |
| MYOFFICEPRODUCTS LLC | 22 CENTURY BLVD STE 420 | NASHVILLE | TN | 37214-3724 |
| NASHVILLE OFFICE INTERIORS | 611 3RD AVE S | NASHVILLE | TN | 37210-2169 |
| NASHVILLE OFFICE INTERIORS | 4167 S CREEK RD | CHATTANOOGA | TN | 37406-1022 |
| OFFICE INTERIORS OF MEMPHIS | 281 MOORE LANE | COLLIERVILLE | TN | 38017 |
| OFFICE INTERIORS OF MEMPHIS | 3981 DELP ST | MEMPHIS | TN | 38118-6110 |
| PETTUS OFFICE PRODUCTS | 1830 AIR LANE DR | NASHVILLE | TN | 37210 |
| SCHOOL & OFFICE SUPPLY | 10653 DUTCHTOWN RD | KNOXVILLE | TN | 37932-3206 |
| SPACES GROUP, LLC | 7760 TRINITY RD, SUITE 106 | CORDOVA | TN | 38018 |
| SYNERGY, A HENRICKSEN COMPANY | 1030 16TH AVE S, SUITE 100 | NASHVILLE | TN | 37203-4641 |
| SYNERGY, A HENRICKSEN COMPANY | 220 W. JACKSON AVE, SUITE 106 | KNOXVILLE | TN | 37902-1309 |
| A & W SUPPLY INC | 222 S STAPLES STREET | CORPUS CHRISTI | TX | 78401 |
| ABLES LAND INC | 428 S FANNIN AVE | TYLER | TX | 75702 |
| BAUHAUS INTERIORS GROUP | 1645 STEMMONS FWY STE: A | DALLAS | TX | 75207 |
| BI EXPRESS OFFICE FURNITURE | 1111 VALLEY VIEW LN | IRVING | TX | 75061-6008 |
| BROUSSARD GROUP | 4985 EISENHAUER RD STE: 103 | SAN ANTONIO | TX | 78218 |
| BUSINESS ESSENTIALS | 2217 N STATE LINE | TEXARKANA | TX | 75501 |
| BUSINESS INTERIORS EL PASO | 28 CONCORD ST. STE: C | EL PASO | TX | 79906 |
| CARROLLS DISCOUNT OFFICE FURNITURE CO | 5615 S RICE AVE | HOUSTON | TX | 77081-2117 |
| CHALLENGE OFFICE PRODUCTS INC | 6015 S LOOP E | HOUSTON | TX | 77033-1041 |
| COASTAL OFFICE SOLUTIONS | 1514 N BEN JORDAN ST. STE: B | VICTORIA | TX | 77901 |
| CORE OFFICE INTERIORS AUSTIN | 10300 METRIC BLVD STE 200 | AUSTIN | TX | 78758-4966 |
| CORE OFFICE INTERIORS HOUSTON | 7108 OLD KATY RD STE 150 | HOUSTON | TX | 77024-2153 |
| CORE OFFICE INTERIORS HOUSTON | 816 CAMARON STREET, STE 105 | SAN ANTONIO | TX | 78212 |
| DC INTERIORS | 6896A ALAMO DOWNS PKWY STE: 100 | SAN ANTONIO | TX | 78238 |
| EXPRESS OFFICE | 29 BUTTERFIELD TRAIL BLVD STE A | EL PASO | TX | 79906 |
| EXPRESS OFFICE | 12454 PASEO DE CRUZ CT. | EL PASO | TX | 79928 |
| FACILITECH INC. DBA BUSINESS INTERIORS | 1111 VALLEY VIEW | IRVING | TX | 75061 |
| FACILITIES RESOURCES INC | 1641 SCOTTSDALE DR | CEDAR PARK | TX | 78641 |

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| FACILITY RX | 2715 N ST. MARY'S ST | SAN ANTONIO | TX | 78212 |
| FURNITURE SOLUTIONS NOW, LTD | 1505 OAK LAWN AVE STE: 300 | DALLAS | TX | 75207 |
| GATEWAY PRINTING & OFFICE SUPPLY | 315 S CLOSNER BLVD | EDINBURG | TX | 78539-4560 |
| GATEWAY PRINTING & OFFICE SUPPLY | 14803 BULVERDE RD | SAN ANTONIO | TX | 78247-2603 |
| GATEWAY PRINTING & OFFICE SUPPLY | 13003 SOUTHWEST FWY STE 170 | STAFFORD | TX | 77477-4119 |
| GATEWAY PRINTING & OFFICE SUPPLY | 4934 GREENWOOD DR | CORPUS CHRISTI | TX | 78416-1343 |
| GL SOLUTIONS 3 LLC DBA BECK TOTAL OFFICE INTERIORS | 7198 MERCHANT AVE, STE: A2 | EL PASO | TX | 79915 |
| GONZALEZ SOLUTIONS FOR BUSINESS | 600 CONGRESS AVE FL 14 | AUSTIN | TX | 78701 |
| GREATER HOUSTON OFFICE PRODUCTS | 1309 W LEAGUE CITY PKWY | LEAGUE CITY | TX | 77573 |
| GREENWOOD OFFICE OUTFITTERS | 2951 SUFFOLK DRIVE STE: 640 | FORT WORTH | TX | 76133 |
| HERNANDEZ OFFICE SUPPLY | 119 N 17TH STREET | NEDERLAND | TX | 77022 |
| INDECO SALES INC | 700 W BEDFORD EULESS RD | HURST | TX | 76053 |
| INDECO SALES INC | 805 E 4TH AVE | BELTON | TX | 76513-2769 |
| INDECO SALES INC | 9001 JAMEEL RD STE 180 | HOUSTON | TX | 77040-5092 |
| INDECO SALES INC | 8850 N MACARTHUR BLVD. | IRVING | TX | 75063 |
| IQ TOTAL SOURCE LLC | 4660 PINE TIMBERS STREET, STE: 132 | HOUSTON | TX | 77041 |
| J R INC | 9223 CONVERSE BUSINESS LN | CONVERSE | TX | 78109-2010 |
| J R INC | 13017 MISTY WILLOW DR | HOUSTON | TX | 77070 |
| J R INC | 1908 JOE STEPHENS AVE | WESLACO | TX | 78599-3702 |
| J TYLER SERVICES INC | 5920 MILWEE ST | HOUSTON | TX | 77092-6214 |
| J TYLER SERVICES INC | 10641 HADDINGTON DR | HOUSTON | TX | 77043-3228 |
| LEARNING ENVIRONMENTS LLC | 2323 CLEAR LAKE CITY BLVD., SUITE 180 | HOUSTON | TX | 77062 |
| LETOURNEAU INTERESTS, INC. | 5819 MILWEE STREET | HOUSTON | TX | 77092 |
| LONE STAR FURNISHINGS LLC | 4301 REEDER DR STE 100 | CARROLLTON | TX | 75010-4467 |
| MARTINS OFFICE SUPPLY | 822 W PEARL ST | GRANBURY | TX | 76048 |
| MCCOY ROCKFORD | 6869 OLD KATY RD | HOUSTON | TX | 77024 |
| MCKINNEY OFFICE SUPPLY | 8333 DOUGLAS AVE., SUITE 340 | DALLAS | TX | 75225 |
| MYOFFICEPRODUCTS LLC | 6605 ROXBURGH DR STE 400 | HOUSTON | TX | 77041-5207 |
| MYOFFICEPRODUCTS LLC | 2926 CONGRESSMAN LN | DALLAS | TX | 75220-1410 |
| NAVAJO | 1200 S TAYLOR ST | AMARILLO | TX | 79101 |
| OAK CLIFF OFFICE SUPPLY & PRINTING | 1876 LONE STAR DR | DALLAS | TX | 75212 |
| OFFICE MAKER INC (OMI) | 1005 KATYLAND DR | KATY | TX | 77493 |
| OFFICESOURCE LTD | 1133 BROADWAY | SAN ANTONIO | TX | 78215 |
| OFFICEWISE FURNITURE & SUPPLY | 1200 S TAYLOR | AMARILLO | TX | 79101-4314 |
| OFFICEWISE FURNITURE & SUPPLY | 1301 13TH ST | LUBBOCK | TX | 79401-3915 |
| OFFICEWISE FURNITURE & SUPPLY | 209 S JOHNSON ST | AMARILLO | TX | 79101-1648 |
| OFFICEWISE FURNITURE & SUPPLY | 2310 W MICHIGAN AVE | MIDLAND | TX | 79701-5830 |
| PERRY OFFICE PLUS | 1401 N 3RD ST | TEMPLE | TX | 76501-1648 |
| PIONEER CONTRACT SERVICES | 8090 KEMPWOOD DR | HOUSTON | TX | 77055 |
| PLANO OFFICE SUPPLY | 1405 E PLANO PKWY | PLANO | TX | 75074 |
| RELIANT BUSINESS PRODUCTS | 40647 HADDINGTON DR | HOUSTON | TX | 77043 |
| RELIANT BUSINESS PRODUCTS | 119 N 17TH ST | NEDERLAND | TX | 77627 |
| SCHOOL SPECIALTY | | | TX | |
| SHELBY DISTRIBUTORS | 29 BUTTERFIELD TRAIL BLVD. | EL PASO | TX | 79906 |
| SMARKETING BUSINESS SYSTEMS | 2525 W BELLFORT ST STE: 110 | HOUSTON | TX | 77054 |
| TANGRAM INTERIORS LLC | 9755 CLIFFORD DRIVE, STE: 100 | DALLAS | TX | 75220 |
| TEJAS OFFICE PRODUCTS INC | 1225 W 20TH ST | HOUSTON | TX | 77008 |
| TEXAS FURNITURE SOURCE | 14560 MIDWAY RD | FARMERS BRANCH | TX | 75244 |
| TEXAS INTERIOR RESOURCES | 1444 OAK LAWN AVENUE | DALLAS | TX | 75207 |
| THE WELLS GROUP INC | 2323 W SAM HOUSTON PKWY N | HOUSTON | TX | 77043-2018 |
| TOTAL OFFICE SOLUTIONS (WACO) | 216 SCHROEDER DR | WACO | TX | 76710 |
| VELOCITY BUSINESS PRODUCTS | 335 PENNBRIGHT DR STE: 104 | HOUSTON | TX | 77090 |
| WILSON BAUHAUS INTERIORS | 1341 W MOCKINGBIRD LN | DALLAS | TX | 75247 |
| WILSON BAUHAUS INTERIORS | 5091 PULASKI ST | DALLAS | TX | 75247 |
| WILSON OFFICE INTERIORS | 5051 PULASKI ST | DALLAS | TX | 75247 |

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| WILSON OFFICE INTERIORS | 1341 W MOCKINGBIRD LN | DALLAS | TX | 75247 |
| WILTONS OFFICEWORKS | 181 N EARL RUDDER FWY | BRYAN | TX | 77802-5004 |
| WORKSPACE RESOURCE INC (CONROE) | 12280 INTERSTATE 45 S | CONROE | TX | 77304 |
| WORKSPACE RESOURCE INC (CONROE) | 11133 I-45 S STE: 330 | CONROE | TX | 77302 |
| DESKS INC OF UTAH | 3578 S STATE ST | SALT LAKE CITY | UT | 84115-4727 |
| WORKSPACE ELEMENTS | 3003 S HIGHLAND DR | SALT LAKE CITY | UT | 84106-3019 |
| BALL OFFICE PRODUCTS | 2100 WESTMORELAND ST | RICHMOND | VA | 23230-3230 |
| BASSETT OFFICE SUPPLY | 2266 FAIRYSTONE PARK HWY | BASSETT | VA | 24055-5585 |
| FORMS & SUPPLY INC (FSI) | 911 LIVE OAK DRIVE #102 | CHESAPEAKE | VA | 23320 |
| FORMS & SUPPLY INC (FSI) | 2312 MARINERS MARK WAY | VIRGINIA BEACH | VA | 23451-1384 |
| GOVSOLUTIONS | 108 S BIRDNECK RD | VIRGINIA BEACH | VA | 23451 |
| GUERNSEY INC | 45070 OLD OX ROAD | DULLES | VA | 20166 |
| GUERNSEY INC | 5257 CLEVELAND ST STE 103 | VIRGINIA BEACH | VA | 23462-6549 |
| HARRIS OFFICE FURNITURE CO INC | 520 KIMBALL AVE NE | ROANOKE | VA | 24016-2104 |
| IMAGE BUSINESS INTERIORS | 4525 COLUMBUS STREET, STE. 101 | VIRGINIA BEACH | VA | 23462 |
| INTERIORS BY GUERNSEY | 3863 CENTERVIEW DRIVE, STE 150 | CHANTILLY | VA | 20151 |
| MILLERS SUPPLIES AT WORK INC | 8600 CINDER BED RD | LORTON | VA | 22079-1442 |
| MOI INC | 4500 MAIN STREET SUITE 610 | VIRGINIA BEACH | VA | 23462 |
| THE SUPPLY ROOM | 8006 W BROAD ST | RICHMOND | VA | 23294-4218 |
| THE SUPPLY ROOM | 1356 LONDON BRIDGE ROAD | VIRGINIA BEACH | VA | 23453 |
| THE SUPPLY ROOM | 14140 N WASHINGTON HWY | ASHLAND | VA | 23005-7237 |
| WASHINGTON WORKPLACE | 2300 S. 9TH STREET | ARLINGTON | VA | 22204 |
| WORKPLACE SOLUTIONS INC (VIRGINIA BEACH) | 317 VILLAGE RD STE 103 | VIRGINIA BEACH | VA | 23454-4374 |
| EXTERUS BUSINESS FURNITURE | 4750 SHELBURNE RD, STE: 10 | SHELBURNE | VT | 05482 |
| MAGEE OFFICE EQUIPMENT | 463 VT ROUTE 12 S | RANDOLPH | VT | 05060 |
| 360 OFFICE SOLUTIONS | 721 LEGION WAY SE | OLYMPIA | WA | 98501-1517 |
| BLUESPACE INTERIORS | 15020 NE 95TH ST | REDMOND | WA | 98052-2507 |
| COMPLETE OFFICE LLC (WASHINGTON) | 11521 E MARGINAL WAY S STE 100 | TUKWILA | WA | 98168-1979 |
| DUCKYS OFFICE FURNITURE | 24 S IDAHO ST | SEATTLE | WA | 98134-1119 |
| EVERETT OFFICE FURNITURE | 9121 EVERGREEN WAY | EVERETT | WA | 98204 |
| FREEFORM | 10115 E KNOX AVE | SPOKANE VALLEY | WA | 99206 |
| INSIDE SOURCE PNW | 300 ELLIOTT AVE W STE 300 | SEATTLE | WA | 4122 |
| KERSHAWS INC | 119 S HOWARD ST | SPOKANE | WA | 99201-3806 |
| MAIROS, INC. DBA KEENEY'S/BLUESPACE | 10520 NE 95TH ST | REDMOND | WA | 98052 |
| OFFICE SOLUTIONS NW | 212 SOUTH 3RD AVENUE | YAKIMA | WA | 98902 |
| ATMOSPHERE COMMERCIAL INTERIORS | 1800 SCHEURING RD | DE PERE | WI | 54115-9525 |
| ATMOSPHERE COMMERCIAL INTERIORS | 999 FOURIER DR STE 200 | MADISON | WI | 53717-2914 |
| ATMOSPHERE COMMERCIAL INTERIORS | 1365 NORTH RD STE C | GREEN BAY | WI | 54313-6305 |
| ATMOSPHERE COMMERCIAL INTERIORS | 2804 RIB MOUNTAIN DR STE E | WAUSAU | WI | 54401-7473 |
| COMPLETE OFFICE OF WISCONSIN | N115 W18500 EDISON DR | GERMANTOWN | WI | 53022-3140 |
| COMPLETE OFFICE OF WISCONSIN | 3208 PROGRESS RD | MADISON | WI | 53716-3345 |
| COMPLETE OFFICE OF WISCONSIN | 1575 COUNTY RD XX | ROTHSCHILD | WI | 54474-9042 |
| HENRICKSEN & COMPANY INC | 3070 GATEWAY RD | BROOKFIELD | WI | 53045-5112 |
| HENRICKSEN & COMPANY INC | 5202 EASTPARK BLVD STE 100 | MADISON | WI | 53718-2151 |
| NATIONAL BUSINESS FURNITURE - NBF (ALL US LOCATIONS) | 770 S 70TH ST | MILWAUKEE | WI | 53214 |
| NORTHERN BUSINESS PRODUCTS | 123 N MAIN ST | RICE LAKE | WI | 54868-1740 |
| NORTHERN BUSINESS PRODUCTS | 145 N CLAIREMONT AVE | EAU CLAIRE | WI | 54703-5710 |
| SCHOOL SPECIALTY | W6316 Design Drive | Greenville | WI | 54942 |
| CAPITOL BUSINESS INTERIORS | 711 INDIANA AVE | CHARLESTON | WV | 25302 |
| OMEGA COMMERCIAL INTERIORS | 1131 BERWOOD DRIVE | MORGANTOWN | WV | 26505 |
| SOURCE OFFICE & TECHNOLOGY | 1379 N CEDAR ST STE 105 | LARAMIE | WY | 82072-6705 |
| HI TOUCH (ALL US LOCATIONS) | | | | |
| INDOFF INC (ALL US LOCATIONS) | | | | |
| ODP BUSINESS SOLUTIONS - (ALL U.S. LOCATIONS) | | | | |

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| STAPLES (ALL U.S. LOCATIONS) | | | | |
| WB MASON - (ALL US LOCATIONS) | | | | |

**Exhibit F**
**Federal Funds Certifications**

## FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

**TO WHOM IT MAY CONCERN:**

**Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.**

DEFINITIONS

**Contract** means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

**Contractor** means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non–Federal entity

**Federal award** has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non–Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Nonprofit organization** means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

**Pass-through entity** means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

**Simplified acquisition threshold** means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

**Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Termination** means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions. as applicable. when federal funds are utilized on a project. It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under this contract and/or purchase order prior to offeror's acceptance of the order.

**52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service 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. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service 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. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☒ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☒ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

**52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).**

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of 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.

*Critical technology* means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service 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. The Contractor is prohibited from providing to the Government any equipment, system, or service 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable. when federal funds are utilized on a project. It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under this contract and/or purchase order prior to offeror's acceptance of the order.

**APPENDIX II TO 2 CFR PART 200**

**(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 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.**

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)**

Pursuant to Federal Rule (B) above, 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 as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 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."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 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, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the**

**acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 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. The non -Federal entity must report all suspected or reported violations to the Federal awarding agency.**

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be 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 U.S.C. 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.**

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

**(F) Rights to Inventions Made Under a Contract or Agreement. If the 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 of 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.**

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 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 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)**

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

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Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

**(H) 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 Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 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.**

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors 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 U.S.C. 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.**

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal 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, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

## RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under the resulting contract and/or purchase order prior to offeror's acceptance of the order. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

## CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18). It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under the resulting contract and/or purchase order prior to offeror's acceptance of the order.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

## CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that when requested prior to offeror's acceptance of an order, offeror will certify whether its individual products comply to with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees, that when requested prior to Contractor's acceptance of an order, to certify whether its individual products comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK**

**CERTIFICATE OF COMPLIANCE**

(select one of the two options, NOT BOTH)

**Certificate of Compliance with 49 USC §5323(j)**

The proposer hereby certifies that when requested prior to proposer's acceptance of an order, it will certify whether its individual products comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: X

**OR**

**Certificate of Non-Compliance with 49 USC §5323(j)**
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

**CERTIFICATE OF COMPLIANCE** (select one of the two options, NOT BOTH)
**Certificate of Compliance with 49 USC §5323(j)(1)**
The proposer hereby certifies that when requested prior to proposer's acceptance of an order, it will certify whether its individual products comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: ☒

**OR**

**Certificate of Non-Compliance with 49 USC §5323(j)(1)**
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror's Name: The HON Company LLC
Address, City, State, and Zip Code: 600 E Second St, Muscatine, IA 52761
Phone Number: 563-272-7100
Fax Number: N/A

Printed Name and Title of Authorized Representative: Eric Schroeder - Vice President Finance, HNI Workplace Furnishings
Email Address: contractmanager@honcompany.com
Signature of Authorized Representative: _____
Date: 6/6/2024

## CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

**7 CFR Part 210.21 School Lunch Procurement.**

The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

(i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

(ii)

(A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

(B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

(iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

(v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

(vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

Unless Supplier is exempt *(See FAR 25.103)*, when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used *(see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details)*.

## CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

## CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all dealer subcontracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

## COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided and Offeror is notified prior to order placement, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

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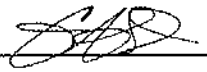
Does offeror agree? YES  Initials of Authorized Representative of offeror

**Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above** and as applicable.

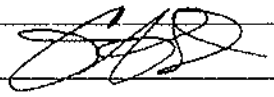
Offeror's Name:
The HON Company LLC

Address, City, State, and Zip Code:
600 E Second St., Muscatine, IA 52761

Phone Number: 563-272-7100 Fax Number:
N/A

Printed Name and Title of Authorized Representative:
Eric Schroeder - Vice President Finance, HNI Workplace Furnishings

Email Address: contractmanager@honcompany.com

Signature of Authorized Representative:  Date:
6/6/2024

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## FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities. when applicable, federal funding is utilized, and Supplier is notified prior to order placement that the product and services are needed for a disaster or emergency situation.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

**Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

**Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

**Notice of Legal Matters Affecting the Federal Government**

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

**Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

**Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**Bid Guarantee**

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

**Prevailing Wage Requirements**

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

**Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when applicable. federal funding may bois utilized, and Contractor is notified prior to order placement.

**2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

1. **CONTRACT REMEDIES**

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

**1.1** Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

**1.2** Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. **TERMINATION FOR CAUSE AND CONVENIENCE**

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. **EQUAL EMPLOYMENT OPPORTUNITY**

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment

Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

**b.** Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

**c.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

**d.** Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

**(1)** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 setting forth the provisions of this nondiscrimination clause.

**(2)** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

**(3)** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a

part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

**(4)** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**(5)** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**(6)** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**(7)** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**(8)** The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every dealer subcontract ~~or purchase order~~ unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each dealer subcontractor ~~or vendor~~. The contractor will take such action with respect to any dealer subcontract ~~or purchase order~~ as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a dealer subcontractor ~~or vendor~~ as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant

orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**4. DAVIS-BACON ACT**

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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 Copeland Anti- Kickback 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. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 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").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

## 5. COPELAND ANTI-KICKBACK ACT

**a.** Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 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").

**b.** Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

**c.** Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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). 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. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

## 6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## 7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental,

developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

## 8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

## 9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**10. BYRD ANTI-LOBBYING AMENDMENT**

a. Standard. 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 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 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 Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall 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 U.S.C. § 1352. Each tier shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

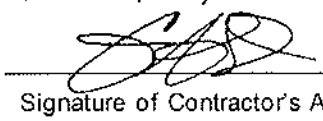
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid 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, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, The HON Company LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Eric Schroeder - Vice President Finance, HNI Workplace Furnishings

Name and Title of Contractor's Authorized Official

6/6/2024

Date

## 11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

## 12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or ComptrollerGeneral.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, 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.

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

iii. The Contractor 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.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor 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.

**14. CHANGES**

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract 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 differ depending on the nature of the contract and the end-item procured.

**15. DHS SEAL, LOGO, AND FLAGS**

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

## 16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

## 17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract 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.

c. "The Federal Government is not a party to this contract 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."

## 18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor 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."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

**Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation**, as applicable.

Offeror's Name: The HON Company LLC

Address, City, State, and Zip Code:
600 E Second St, Muscatine, IA 52761

Phone Number: 563-272-7100 Fax Number: N/A

Printed Name and Title of Authorized Representative:
Eric Schroeder - Vice President Finance, HNI Workplace Furnishings

Email Address: contractmanager@honcompany.com

Signature of Authorized Representative:

Date: 6/6/2024

## NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Disclosure of Investment Activities in Iran

DOC #7 Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

DOC #8 New Jersey Business Registration Certificate

DOC #9 EEOAA Evidence

DOC #10 MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

## STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** The HON Company LLC

**Organization Address:** 600 E Second St., Muscatine, IA 52761

**Part I** **Check the box that represents the type of business organization:**

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

**Part II**

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

| Name of Individual or Business Entity | Home Address (for Individuals) or Business Address |
|---|---|
| HNI Corporation (indirect parent entity which is publicly traded) See p.72 of the Proxy at https://d18rn0p25nwr6d.cloudfront.net/CIK-0000048287/82500763-7a88-489f-b0f6-3e9f8f901ade.pdf | 600 E Second St. Muscatine, IA 52761 |
| State Farm Insurance Companies (Shareholder holding 10% or greater interest in HNI Corp) | One State Farm Plaza Bloomington, IL 61710 |
| The Vanguard Group, Inc. (Shareholder holding 10% or greater interest in HNI Corp) | 100 Vanguard Boulevard Malvern, PA 19355 |
| BlackRock, Inc. (Shareholder holding 10% or greater interest in HNI Corp) | 55 East 52nd St. New York, NY 10055 |

| | |
|---|---|
| | |

## **Part III** DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

**If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing,** ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

| Website (URL) containing the last annual SEC (or foreign equivalent) filing | Page #'s |
|---|---|
| N/A | |
| | |
| | |

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

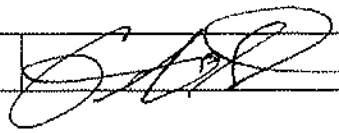
| Stockholder/Partner/Member and Corresponding Entity Listed in Part II | Home Address (for Individuals) or Business Address |
|---|---|
| N/A | |
| | |
| | |

## **Part IV** Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

| | | | |
|---|---|---|---|
| Full Name (Print): | Eric Schroeder | Title: | Vice President, Finance |

Version March 19, 2024

| Signature: |  | Date: | 6/3/2024 |
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DOC #2

## NON-COLLUSION AFFIDAVIT

| STANDARD BID DOCUMENT REFERENCE | |
|---|---|
| | Reference: VII-H |
| Name of Form: | **NON-COLLUSION AFFIDAVIT** |
| Statutory Reference: | No specific statutory reference<br>State Statutory Reference N.J.S.A. 52:34-15 |
| Instructions Reference: | Statutory and Other Requirements VII-H |
| Description: | The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding. |

## NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, Eric Schroeder residing in
(name of affiant)
_____
(name of municipality)
in the County of Muscatine and State of Iowa of
full age, being duly sworn according to law on my oath depose and say that:

I am Vice President, Finance of the firm of The HON Company LLC
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled OMNIA Region 4 RFP 24-01, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder 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 named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____
OMNIA Region 4 RFP 24-01 relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

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 The HON Company LLC.

Subscribed and sworn to

before me this day

Signature Eric Schroeder
Vice President, Finance

June 3, 2024
Cindy Hermann
(Type or print name of affiant under signature)
Cindy Hermann (CH)
Notary public of State of Iowa

My Commission expires 12/26/2026

(Seal)

CINDY HERMANN
Commission Number 756350
My Commission Expires
December 26, 2026

Version March 19, 2024

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT**
**(P.L. 1975, C.127)**

**Company Name:** The HON Company LLC

**Street:** 600 E Second St.

**City, State, Zip Code:** Muscatine, IA 52761

**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

**Public Work – Over $50,000 Total Project Cost:**

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

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.*

6/3/2024
***Date***

***Authorized Signature and Title***
Eric Schroeder - Vice President, Finance

Version March 19, 2024

DOC #3, continued

**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.

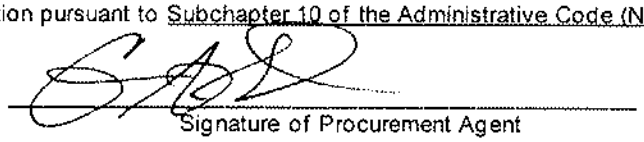
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or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



Signature of Procurement Agent

Version March 19, 2024

Eric Schroeder - Vice President, Finance

Certification 48195

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Mar-2024** to **15-Mar-2027**

**THE HON COMPANY LLC**
**200 OAK STREET**
**MUSCATINE** **IA** **52761**

ELIZABETH MAHER MUOIO
State Treasurer

DOC #4

# 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 on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

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 http://www.nj.gov/dca/divisions/dlgs/programs/lpt.html#12. 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 at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* 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."

Version March 19, 2024

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

### Part I – Vendor Information

| | | | |
|---|---|---|---|
| Vendor Name: | The HON Company LLC | | |
| Address: | 600 E Second St. | | |
| City: | Muscatine | State: IA | Zip: 52761 |

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

| Signature | Printed Name | Title |
|---|---|---|
| | Eric Schroeder | Vice President, Finance |

### Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form

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

Version March 19, 2024

**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 THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.**

DOC #5

## STOCKHOLDER DISCLOSURE CERTIFICATION

**Name of Business:**

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

**OR**

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

**Check the box that represents the type of business organization:**

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☒ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

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

Stockholders:

| | | | |
|---|---|---|---|
| Name: | HNI Corporation (indirect parent entity which is publicly traded) | Name: | State Farm Insurance Companies (holds 10% or greater interest in HNI) |
| Home Address: | 600 E Second St.<br>Muscatine, IA 52761 | Home Address: | One State Farm Plaza<br>Bloomington, IL 61710 |
| Name: | The Vanguard Group, Inc. (holds 10% or greater interest in HNI) | Name: | BlackRock, Inc. (holds 10% or greaters interest in HNI) |
| Home Address: | 100 Vanguard Blvd.<br>Malvern, PA 19355 | Home Address: | 55 East 52nd St.<br>New York, NY 10055 |
| Name: | | Name: | |
| Home Address: | | Home Address: | |

Subscribed and sworn before me this 3rd day of June, 2024.

(Notary Public) Cindy Hermann

My Commission expires: 12/26/2026

(Affiant)

Eric Schroeder - Vice President, Finance

(Print name & title of affiant)

(Corporate Seal)

CINDY HERMANN
Commission Number 756350
My Commission Expires
December 26, 2026

Version March 19, 2024

DOC #6

# DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

**BID SOLICITATION # AND TITLE:** OMNIA Region 4 RFP 24-01 for Furniture, Installation, & Related Services
**VENDOR NAME:** The HON Company LLC

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**CHECK THE APPROPRIATE BOX**

[X] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

*OR*

[ ] I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____
Duration of Engagement _____
Anticipated Cessation Date _____
*Attach Additional Sheets If Necessary*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature _____ Date 6/3/2024

Eric Schroeder - Vice President, Finance
Print Name and Title

OPP Rev. 12.13.2021

DOC #7

Version March 19, 2024

## CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor"[i]) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

*(Check the Appropriate Box)*

(X) A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and or Belarus.

*OR*

( ) B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and or Belarus.

*OR*

( ) C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

*(Attach Additional Sheets if Necessary.)*

| | |
|---|---|
| Signature of Vendor's Authorized Representative | 6/3/2024<br>Date |
| Eric Schroeder - Vice President, Finance<br>Print Name and Title of Vendor's Authorized Representative | 42-1491474<br>Vendor's FEIN |
| The HON Company LLC<br>Vendor's Name | 563-275-0900<br>Vendor's Phone Number |
| 600 E Second St<br>Vendor's Address (Street Address) | 563-272-5859<br>Vendor's Fax Number |
| Muscatine, IA 52761<br>Vendor's Address (City/State/Zip Code) | contractmanager@honcompany.com<br>Vendor's Email Address |

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

## NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
## (N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

CERT-1

02/02/13

Taxpayer Identification# **421-491-474/000**

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

**THE HON COMPANY LLC**

TRADE NAME:

ADDRESS:

**408 E 2ND ST**
**MUSCATINE IA 52761-4313**

SEQUENCE NUMBER:

**0853328**

EFFECTIVE DATE:

**02/17/00**

ISSUANCE DATE:

**02/02/13**

Director
New Jersey Division of Revenue

FORM-BRC
(04-08), D2058407

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address

DOC #9

**EEOAA EVIDENCE**

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

## EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

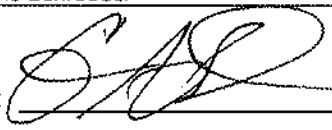
**One** of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Eric Schroeder Title: Vice President, Finance

Signature:  Date: 6/3/2024

Certification 48195

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Mar-2024** to **15-Mar-2027**

THE HON COMPANY LLC
200 OAK STREET
MUSCATINE IA 52761

ELIZABETH MAHER MUOIO
State Treasurer

DOC #10
MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY

DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE
AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON,
NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: OMNIA Region 4 RFP 24-01 for Furniture, Installation, & Related Services

VENDOR NAME: The HON Company LLC

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

[X] The Vendor/Bidder has no business operations in Northern Ireland; or

*OR*

[ ] The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

6/3/2024
Date

Eric Schroeder - Vice President, Finance
Print Name and Title

Version March 19, 2024

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# RESOLUTION NO. 25-300

## AUTHORIZING PURCHASE OF MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, EQUIPMENT, AND RELATED PRODUCTS AND SERVICES FROM GRAINGER FOR THE BUILDING MANAGEMENT DEPARTMENT (CONTRACT# R240808)

WHEREAS, pursuant to Article VII, Section 10, of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.), the County is authorized to procure goods and services through other governmental entities and agencies, provided various requirements of the Kane County Code are satisfied; and

WHEREAS, Chapter 2, Article VI, Division 3, Section 2-221 of the Kane County Code permits joint purchasing agreements by the County with other units of government when: a) the procurement is made pursuant to a written agreement, b) competitive selection procedures were used, c), the procurement is not employed to circumvent the intent of the County Purchasing Code, and d) the County is authorized pursuant to law or regulation to contract with the cooperating governmental agency; and

WHEREAS, pursuant to Kane County Board Resolution No. 22-265 the County of Kane has previously entered into a Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") with OMNIA; a cooperative purchasing organization that aggregates the purchasing power of governmental entities nationwide; and

WHEREAS, the MICPA is an intergovernmental agreement between the principal procurement agencies and the County (a participating agency) that permits the County to purchase products and/or services through various existing public purchasing agreements executed by the principal procurement agencies and their contracting third-party businesses; and

WHEREAS, the Kane County Building Management Department desires to utilize, through the OMNIA MICPA, public purchasing contract (Contract No. R240808) to purchase Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services therefor from Grainger; and

WHEREAS, the term of OMNIA's Grainger contract (No. R240808) is through October 31, 2027; and

WHEREAS, the County has in the past successfully utilized OMNIA public purchasing contracts to the satisfaction of the County.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Building Management Department is hereby authorized to purchase Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services through OMNIA's Grainger Contract No. R240808 for a sum not-to-exceed Two Hundred Thousand Dollars ($200,000).

BE IT FURTHER RESOLVED by the Kane County Board that Two Hundred Thousand Dollars ($200,000) is hereby appropriated from Repairs and Maint- Buildings #(001.080.080.52110), Repairs and Maint- Equipment #(001.080.080.52160), Various to pay for the Building Management Department Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services procurement from Grainger under Contract No. R240808.

*Line Item:* 001.080.080.52110, 001.080.080.52160, Various
*Line Item Description:* Repairs and Maint- Buildings, Repairs and Maint- Equipment, Various
*Was Personnel/Item/Service approved in original budget or a subsequent budget revision?*
*Are funds currently available for this Personnel/Item/Service in the specific line item?*
*If funds are not currently available in the specified line item, where are the funds available?* N/A

Passed by the Kane County Board on September 9, 2025.

| | |
|---|---|
| _____ | _____ |
| John A. Cunningham, MBA, JD, JD | Corinne M. Pierog MA, MBA |
| Clerk, County Board | Chairman, County Board |
| Kane County, Illinois | Kane County, Illinois |

Vote:

## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

**Title**

Authorizing the Purchase of Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services from Grainger for the Building Management Department (Contract#R240808)

**Committee Flow:**
Administration Committee, Executive Committee, County Board

**Contact:**
Kevin Harris, 630-762-2174

**Budget Information**:

| | |
|---|---|
| Was this item budgeted? Yes | Appropriation Amount: $200,000 |
| If not budgeted, explain funding source: N/A | |
| Was this item passed through the appropriate committee? Yes | |

**Summary**:

This resolution authorizes the Building Management to purchase Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services through OMNIA's Grainger Contract in an amount not to exceed $200,000 per fiscal year.

**Region 4 Education Service Center (ESC)**

**Contract # R240808**

*for*

**Maintenance, Repair, and Operations (MRO) Supplies, Equipment, and Related products and Services**

*with*

**W.W. Grainger, Inc.**

Effective: November 1, 2024

The following documents comprise the executed contract between the Region 4 Education Service Center and **W.W. Grainger, Inc.,** effective November 1, 2024:

I. Vendor Contract and Signature Form
II. Supplier's Response to the RFP, incorporated by reference

## ***CONTRACT***

*This Contract ("**Contract**") is made as of November 1, 2024 by and between W.W. Grainger, Inc. ("**Contractor**") and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of Maintenance, Repair, and Operations (MRO) Supplies, Equipment, and Related Products and Services ("the products and services").*

## RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 24-08 for Maintenance, Repair, and Operations (MRO) Supplies, Equipment, and Related Products and Services ("RFP"), to which Contractor provided a response ("**Proposal**"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

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

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The initial term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. Notwithstanding the forgoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

      i. Providing material that does not meet the specifications of the Contract;
      ii. Providing work or material was not awarded under the Contract;
      iii. Failing to adequately perform the services set forth in the scope of work and specifications;
      iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
      v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or

vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred. In all instances, Contractor's liability is limited to the cost of the product or service that gave rise to the claim.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

e) Standard Cancellation. Region 4 ESC or Contractor may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation or as otherwise mutually agreed upon. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the

lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order or as otherwise mutually agreed upon. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination. Standard ground freight shipments are paid by ~~Grainger~~ Contractor on all catalog product orders, unless otherwise stated, to the customers place of business within the contiguous United States. All other charges imposed by the carrier related to the shipments outside the contiguous United States are paid by Region 4 ESC ~~Members~~, unless otherwise agreed to in writing by Contractor. Region 4 ESC ~~Members are~~ is responsible for all freight charges for Sourced Products. Non-standard shipping charges are calculated at the time of order.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination, following consultation with Contractor, to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment terms are NET 30 and shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Contractor may, based on market conditions, request adjustments to its contract catalog product pricing. All price increase request must be supported by documentation such as, a formal cost justification letter. Price increases must be approved by Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

    Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location

designated by Region 4 ESC. In all instances, should contract pricing discrepancies be identified by either party, once validated by both parties, Contractor shall promptly refund amount identified.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is similar to the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is discounted similarly to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all third-party claims, damages, losses and expenses to the extent arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

## OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, 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.

Company Name: W.W. Grainger, Inc.

Address: 100 Grainger Parkway

City/State/Zip: Lake Forest, IL 60045

Telephone No.: 720-988-7669: POC | 800-472-4643 Customer Support

Email Address: Ken.white@grainger.com: POC | Customersupport@grainger.com

Printed Name: Ken White

Title: National Government Sales Manager

Authorized signature: Ken White

**Accepted by Region 4 ESC:**

Contract No. R240808

Initial Contract Term 11/1/2024 to 10/31/2027

Linda Tinnerman
Region 4 ESC Authorized Board Member

10/29/2024
Date

Linda Tinnerman
Print Name

Victor E. White
Region 4 ESC Authorized Board Member

10/29/2024
Date

Victor E. White
Print Name

## Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

**Check one of the following responses:**

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract. (*Note:*

*If none are listed below, it is understood that no exceptions/deviations are taken.)*

X Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Proposed modifications are underlined. Requested exceptions are noted with ~~strikethrough~~.

| Section/Page | Term, Condition, or Specification | Exception/Proposed Modification | Accepted (For Region 4 ESC's use) |
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| NOTICE TO OFFEROR<br><br>Solicitation Number 24-08<br><br>III. INSTRUCTIONS TO OFFERORS<br><br>1. Key Definitions. | Additional language defines Contract Reference Price, which is Offerors/Contractors list price for its contract customers.<br><br>Modified definition of "Offeror" to align with definition of "Contractor" as both are one and the same throughout the RFP. | **Contract Reference Price**: Contract Reference Price or CRP means Offeror's market-based, non-discounted price then in effect for its contract catalog product, inclusive of all standard warranties and end-user support, as published on Offeror's secured website or in product catalogs or price lists distributed by Offeror to its contract customers. All reference to "List Price", "Catalog Price" or "Price List", and "Manufacturers Suggested List Price" will be construed as Offeror's Contract Reference Prices.<br><br>**Offeror**: ~~A supplier submitting a proposal in response to a solicitation.~~ Any provider or seller of goods or services who, as a result of the competitive solicitation process, is awarded a Contract by Region 4 ESC. | Accepted |
| NOTICE TO OFFEROR | Additional language provides option to | 18. Samples: Upon request, samples shall be furnished, free of cost, within seven (7) days after | |

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| Solicitation Number 24-08<br><br>III. INSTRUCTIONS TO OFFERORS<br><br>18. Samples. | modify "furnished" timeline should issues arise that prevent Offeror from complying with 7 day delivery requirement. | receiving notice of such request or as otherwise mutually agreed upon. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. | Acepted |
| NOTICE TO OFFEROR<br><br>Solicitation Number 24-08<br><br>V. PRICING – ELECTRONIC PRICE LISTS<br><br>1. Market Basket. | Modified language to clarify annual review and product pricing process. | 1. Market Basket – Provides for the deepest discounts, as listed on the category discount sheet on a variety of products to Region 4 and Participating Public Agencies. Products in this list represent the largest annual spend in terms of dollars and/or highest volume in terms of quantity. Market Basket product content and pricing will be reviewed and adjusted, as mutually agreed upon, annually. Pricing for Market Basket items shall be available to all Participating Public Agencies. The Market Basket is included as Appendix E. Offerors do not need to be able to provide every item listed in the Market Basket or Market Basket as annually reviewed if Contractor ~~they are~~ does not carry ~~it~~ the item or mutual agreement on pricing cannot be reached. | Accepted |
| NOTICE TO OFFEROR<br><br>Solicitation Number 24-08<br><br>V. PRICING – ELECTRONIC PRICE LISTS<br><br>4. Category Discounts. | Additional language clarifies category discounts are applied to "price list specified" at time of sale and that categorization of catalog product rests solely with Offeror. | 4. Category Discounts – Offerors shall offer pricing for products based on a discount off a price list specified, i.e., wholesale price; catalog; retail POS for each category with limited exceptions specifically identified in each price file. Discounts for each category are to be indicated on the Category Discount tab of Appendix E. Contract pricing shall be determined by applying Offeror's Category Discounts to Offeror's price list specified for the product at time of purchase. In all instances, categorization of Offeror's catalog product rests solely with Offeror. | Accepted |
| NOTICE TO OFFEROR<br><br>Solicitation Number 24-08<br><br>V. PRICING – ELECTRONIC PRICE LISTS<br><br>7. Federal Funding Pricing. | Modification adds language that requires Participating Agency, when using federal funds to procure contract product or services to provide Offeror with advance notice of federal regulations that will apply to the federally funded procurement. | 7. Federal Funding Pricing – Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may used, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit. In all instances, Offeror shall be notified by Participating Agency when federal funds will be used to procure product under the terms of this Contract and shall be afforded a reasonable period of time to assess | Accepted |

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| | | whether Offeror can comply with applicable federal terms. | |
| NOTICE TO OFFEROR<br><br>VI. EVALUATION PROCESS AND CRITERIA<br><br>2.a) Products/Pricing.<br><br>Subsection iii. | Edits remove reference to "Manufacturers Suggested List Price", which term and/or definition is not relevant to this RFP, while leaving reference to "NET Price", which is relevant to this RFP. | • ~~Manufacturers Suggested List Price and~~ Net Price | Accepted |
| NOTICE TO OFFEROR<br><br>VI. EVALUATION PROCESS AND CRITERIA<br><br>2.a) Products/Pricing.<br><br>Subsection xv. | Additional language clarifies that "Not to Exceed Pricing" may be adjusted in accordance with Contract terms and conditions. | xv. Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted, unless a price adjustment, in accordance with contract terms and conditions, is mutually agreed upon. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable. | Accepted |
| APPENDIX A<br><br>DRAFT CONTRACT<br><br>11) TERMINATION OF CONTRACT<br><br>c) Delivery/Service Failures. | Additional language defines scope of liability to which Contractor is exposed to should this term be triggered. | c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred. In all instances, Contractor's liability is limited to the cost of the product or service that gave rise to the claim. | Accepted in MAD |
| APPENDIX A<br><br>DRAFT CONTRACT<br><br>11) TERMINATION OF CONTRACT<br><br>e) Standard Cancellation. | Additional language makes "Standard Cancellation" mutual. | e) Standard Cancellation. Region 4 ESC or Contractor may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation or as otherwise mutually agreed upon. After the 30th business day all work will cease following completion of final purchase order. | Accepted in MAD |
| APPENDIX A<br><br>DRAFT CONTRACT<br><br>14) Delivery. | Additional language clarifies delivery timeline, which may be extended based on scenarios that, for example, may include 3rd party shipping or | 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order or as otherwise mutually agreed upon. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not | |

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| | delay due to product back order.<br><br>Edits also include Contractor standard shipping terms and conditions. | acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and ~~shall be included in all pricing~~ offered ~~unless otherwise clearly stated in writing. Standard ground~~ freight shipments are paid by Contractor Grainger on all catalog product orders, unless otherwise stated, to the customers place of business within the contiguous United States.<br>All other charges imposed by the carrier related to the shipment and shipments outside the contiguous United States are paid by Region 4 ESC OMNIA Partners Members, unless otherwise agreed to in writing by Contractor Grainger. Region 4 ESC Members are responsible for all freight charges for Sourced Products. Non-standard shipping charges are calculated at the time of the order. | Accepted with changes in MAD |
| APPENDIX A<br><br>DRAFT CONTRACT<br><br>15) Inspection & Acceptance. | Additional language requires "consultation" as each "defective" or "incorrect material" scenario may require return/replacement instructions unique to the product procured. | 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination, following consultation with Contractor, to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material. | Accepted in MAD |
| APPENDIX A<br><br>DRAFT CONTRACT<br><br>16) Payment. | Additional language defines Contract payment timeframe. | 16) Payments. Payment terms are NET 30 and shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice. | Accepted in MAD |
| APPENDIX A<br><br>DRAFT CONTRACT<br><br>16) Price Adjustments. | Modifications remove price adjustment language that appears to not be applicable to this type of Contract while preserving Region 4 ESC requirement to approve such requests and Contractor's requirement to justify such a request. | 17) Price Adjustments. ~~Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval.~~ Contractor may, based on market conditions, request adjustments to its contract catalog product pricing. All price increase~~s~~ requests must be supported by ~~manufacturer~~ documentation such as, ~~or~~ a formal cost justification letter. Price increases must be approved by Region 4 ESC. ~~Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC~~. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal. | Accepted in MAD |
| APPENDIX A | Additional language memorializes | 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all | |

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| DRAFT CONTRACT<br><br>18) Audit Adjustments. | Contractor's requirement to refund validated overcharge amounts while removing language, "materially inconsistent", that is vague, overly broad, and presents risk, without limit, to Contractor. | purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. ~~Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense.~~ Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC. In all instances, should contract pricing discrepancies be identified by either party, once validated by both parties, Contractor shall promptly refund amount identified. | Accepted in MAD |
| APPENDIX A<br><br>DRAFT CONTRACT<br><br>19) Discontinued Product. | Modifications remove language that cannot be accepted absent an understanding of the specific "discontinued product" scenario. | 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is similar ~~the same or greater than~~ to the discontinued model. | Accepeted in MAD |
| APPENDIX A<br><br>DRAFT CONTRACT<br><br>20) New Products/Services. | Modifications remove language that cannot be accepted absent an understanding of the specific "new product/services" scenario. | 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly ~~or greater than the original discount,~~ and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause. | Accepted in MAD |
| APPENDIX A<br><br>DRAFT CONTRACT<br><br>21) Options. | Modifications remove language that cannot be accepted absent an understanding of the specific "options" scenario. | 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is ~~priced at a~~ discounted similarly to other options; 2) the option is an enhancement to the unit that improves | Accepted in MAD |

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| | | performance or reliability. | |
| APPENDIX A<br><br>DRAFT CONTRACT<br><br>30) Indemnity. | Modifications clarify application of "indemnity" terms to third-party claims and Contractor's role and responsibilities for Contractor related acts or omissions that will trigger these terms. | 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all third-party claims, damages, losses and expenses to the extent arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas. | Accepted in MAD |
| APPENDIX D<br><br>Exhibit A<br><br>Response for National Cooperative Contract<br><br>1.4 Award Basis<br><br>Second Section. | Modifications clarify that "Supplemental Agreements" will not continue beyond expiration of the Master Agreement absent purchase orders issued by Participating Agency and accepted by Supplier prior to expiration of the Master Agreement. | All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement provided purchase orders for Participating Agencies were issued and accepted by Supplier ~~to purchase orders may exceed the term of the Master Agreement if the purchase order is issued~~ prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for such sales ~~that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired~~. | Accepted in Exhibit A |
| APPENDIX D<br><br>Exhibit A<br><br>Response for National Cooperative Contract<br><br>1.5 Objectives of Cooperative Program<br><br>Subsection B. | Modification clarifies Supplier's Master Agreement marketing strategy. | B. Establish the Master Agreement as one of the Supplier's primary go to market strategy to Public Agencies nationwide; | Accepted in Exhibit A |
| APPENDIX D<br><br>Exhibit A<br><br>Response for National Cooperative Contract<br><br>2.1 Corporate Commitment. | Modifications clarify Supplier's corporate commitment to promoting Contract. | Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is one of Supplier's primary "go to market" ~~strategy~~ strategies for Public Agencies, (3) the Master Agreement will be promoted as one of Supplier's "go to market strategies" to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners | Accepted in Exhibit A |

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| | | and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement. | |
| APPENDIX D<br><br>Exhibit A<br><br>Response for National Cooperative Contract<br><br>2.2 Pricing Commitment. | Modifications clarify that Supplier's contract catalog offering provides each Participating Entity with access to contract product at its lowest price point, absent customer specific pricing, such as volume discounts, offered other Participating Public Agencies. | Supplier commits the not-to-exceed pricing for its catalog product provided under the Master Agreement pricing is its lowest available (net to buyer) to Participating Public Agencies, absent other contract authorized Participating Public Agency customer specific discounts. ~~nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.~~ | Accepted in Exhibit A |
| APPENDIX D<br><br>Exhibit A<br><br>Response for National Cooperative Contract<br><br>2.3 Sales Commitment. | Modifications clarify Supplier's commitment to marketing Contract. | Supplier commits to aggressively market the Master Agreement as one of its go to market ~~strategy~~ strategies in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement. | Accepted in Exhibit A |
| APPENDIX D<br><br>Exhibit A<br><br>Response for National Cooperative Contract<br><br>3.3 Marketing and Sales.<br><br>Subsection B.i. | Modifications clarify Supplier's corporate commitment to promoting Contract. | Executive leadership endorsement and sponsorship of the award as one of the public sector go-to-market ~~strategy~~ strategies within first 10 days | Accepted in Exhibit A |
| APPENDIX D<br><br>Exhibit A<br><br>Response for | Modification removes requirement to provide Supplier's other contract customer confidential and | D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. ~~Include a list of current cooperative contracts (regional and national)~~ | Accepted in Exhibit A |

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| National Cooperative Contract<br><br>3.3 Marketing and Sales.<br><br>Subsection D. | proprietary information. | ~~Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.~~ | |
| APPENDIX D<br><br>Exhibit A<br><br>Response for National Cooperative Contract<br><br>3.3 Marketing and Sales.<br><br>Subsection F.ii. | Modification to language removes reference to "Best" government pricing, which based on the scope and breadth of Supplier's contract customer base, and uniqueness of each customer contract negotiated, cannot be made here. | ~~Best government pricing~~ Pricing, discounts, and incentives tailored to meet Participating Public Agency customer MRO product and related service needs. | Accepted in Exhibit A |
| APPENDIX D<br><br>Exhibit A<br><br>Response for National Cooperative Contract<br><br>3.3 Marketing and Sales.<br><br>Subsection K. | Modification removes language that Supplier cannot comply with, while inserting language that Supplier can comply. | State the amount of Supplier's Public Agency sales for the previous fiscal year and percent of total prior year sales. ~~Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.~~ | Accepted in Exhibit A |
| APPENDIX D<br><br>Exhibit A<br><br>Response for National Cooperative Contract<br><br>3.3 Marketing and Sales.<br><br>Subsection M. | Modifications reflect Supplier's inability to "guarantee" annual minimum Contract sales, while also affirming Supplier's commitment to promoting this Contract to Public Agencies. | $ 0.00 in year one<br>$ 0.00 in year two<br>$ 0.00 in year three<br><br>~~To the extent~~ Supplier does not guarantees minimum Contract Sales but affirms it will perform in accordance with terms and conditions while promoting this Contract as one of its "go to market" strategies to Public Agencies, including existing customers ~~the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.~~ | Accepted in Exhibit A |
| APPENDIX D<br><br>Exhibit A<br><br>Response for National Cooperative Contract | Modifications reflect terms to which Supplier can/will comply. | ii. If competitive conditions require ~~pricing lower than the standard Master Agreement not to exceed pricing~~, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.<br><br>~~iii. Respond with pricing higher than Master~~ | Accepted in Exhibit A |

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| 3.3 Marketing and Sales.<br><br>Subsection N. | | ~~Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).~~<br><br>~~iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.~~<br><br>~~Detail Supplier's strategies under these options when responding to a solicitation.~~ | |
| Exhibit B<br><br>Administration Agreement, Example<br><br>Administrative Fee, Reporting & Payment<br><br>Section 12. | Modification adds "additional freight charges" to the list of charges not applicable when calculating Supplier's administrative fees. | An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of percent ( %) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, additional freight charges, and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales. | |
| Exhibit B<br><br>Administration Agreement, Example<br><br>Administrative Fee, Reporting & Payment<br><br>Section 14. | Modification adds language that exempts "Administrative Fees" subject to dispute from late fee interest. | Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due, absent Administrative Fees subject to dispute between the parties, shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full. | |
| Exhibit B<br><br>Administration Agreement, Example | Modifications balance application of terms while removing language that is vague, overly broad, and presents risk, without | 15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports | |

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| Administrative Fee, Reporting & Payment<br><br>Section 15. | limit, to Supplier. | submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at ~~the~~ a location mutually agreed upon by the parties ~~designated by OMNIA Partners~~. In the event an underreporting of Contract Sales and a resulting material underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to validate ~~resolve~~ the discrepancy and resolve to the parties ~~OMNIA Partners'~~ reasonable satisfaction~~, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit~~. | |
| Exhibit F<br>Federal Funds Certifications<br><br>Federal Certifications<br><br>To Whom It May Concern<br><br>#1. | Modification adds language that requires Participating Agency, when using federal funds to procure contract product or services to provide Contractor with advance notice of federal regulations that will apply to the federally funded procurement. | Participating Agencies may elect to use federal funds to purchase under the Master Agreement. Offeror shall be notified when federal funds will be used to procure product under the terms of this Contract and shall be afforded a reasonable period of time to assess whether Offeror can comply with federal terms applicable to the procurement. This form should be completed and returned. | Accepted |
| Exhibit F<br>Federal Funds Certifications<br><br>Federal Certifications<br><br>Appendix II to<br><br>2 CFR Part 200<br><br>Sections (D) Davis-Bacon Act<br><br>and (E) Contract Work Hours and Safety Standards Act<br><br>#2. | Offeror's ability to comply with these regulations is dependent on opportunity specific information, which once provided and reviewed by Offeror, ability to comply will be determined. | Does offeror agree?<br><br>Cannot certify compliance absent opportunity specific information.<br><br>Initials of Authorized Representative of offeror. | Accepted |

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| Exhibit F Federal Funds Certifications<br><br>Federal Certifications<br><br>Certification of Compliance with Buy America Provisions<br><br>#3. | Offeror's ability to comply with this regulation is dependent on opportunity specific information, which once provided and reviewed by Offeror, ability to comply will be determined. | The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j) but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.<br><br>Check for YES: □<br><br>Cannot certify compliance absent opportunity specific information. | Accepted |
| Exhibit F Federal Funds Certifications<br><br>Federal Certifications<br><br>Federal Transit Administration (FTA) and Department of Transportation (DOT) - Buy America: Certification Requirement for Procurement of Steel or Manufactured Products<br><br>#4. | Offeror's ability to comply with this regulation is dependent on opportunity specific information, which once provided and reviewed by Offeror, ability to comply will be determined. | The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.<br><br>Check for YES: □<br><br>Cannot certify compliance absent opportunity specific information. | Accepted |
| Exhibit F Federal Funds Certifications<br><br>Federal Certifications<br><br>#5. | Modification adds language that requires Participating Agency, when using federal funds to procure contract product or services to provide Offeror with advance notice of federal regulations that will apply to the federally funded procurement. | Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above, provided, Offeror is notified when federal funds will be used to procure product under the terms of this Contract and afforded a reasonable period of time to assess whether Offeror can comply with federal terms applicable to the procurement. | Accepted |
| Exhibit F Federal Funds Certifications<br><br>Federal Transit Administration (FTA) and Department of Transportation | Modification adds language that requires Participating Agency, when using federal funds to procure contract product or services to provide Contractor with advance notice of | Offeror agrees to comply with all terms and conditions outlined in the FEMA and Additional Federal Funding Special Conditions section of this solicitation provided, Offeror is notified when federal funds will be used to procure product under the terms of this Contract and afforded a reasonable period of time to assess whether Offeror can comply with federal terms applicable to the procurement. | Accepted |

| | | | |
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| (DOT) Special Conditions<br><br>#6. | federal regulations that will apply to the federally funded procurement. | | |

**Please see attached Main Doc RFP 24-08 Suppliers, Equipment, and Related Products and Services for a redlined PDF version of the exceptions/modifications to terms and conditions presented above.**

# 24-08 Addendum 4
# W.W. Grainger, Inc.
# Supplier Response

## Event Information

| | |
|---|---|
| Number: | 24-08 Addendum 4 |
| Title: | Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services |
| Type: | Request for Proposal |
| Issue Date: | 5/15/2024 |
| Deadline: | 6/27/2024 02:00 PM (CT) |
| Notes: | Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal. |

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system: region4esc.ionwave.net.

**No manual, emailed, or faxed proposals will be accepted.**

**NON-MANDATORY PRE-PROPOSAL CONFERENCE**

**Meeting to be held on**
**Thursday, May 30, 2024 at 10:00 am CST**
**via ZOOM. Click here to join.**

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Procurement and Operations Specialist.

## Contact Information

Address: Finance and Operations
7145 West Tidwell Road
TX 77092
Email: questions@esc4.net

## W.W. Grainger, Inc. Information


Contact: Ken White
Address: 100 Grainger Parkway
Lake Forest, IL 60045-5201
Phone: (800) 472-4643
Email: Ken.White@grainger.com
Web Address: Grainger.com


By submitting your response, you certify that you are authorized to represent and bind your company.

Ken White
*Signature*

ken.white@grainger.com
*Email*

*Submitted at 6/27/2024 11:24:10 AM (CT)*

## Requested Attachments

### OFFER AND CONTRACT SIGNATURE FORM

Grainger RFP 24-08 Offer and Contract Signature Form.pdf

Please complete the Offer and Contract Signature Form, located on the Attachments tab, and upload the completed document here.

### Appendix B - Terms & Conditions Acceptance Form

Grainger Region 4 ESC RFP Appendix B Terms and Conditions Acceptance Form.pdf

Please complete the Terms & Conditions Acceptance Form, located on the Attachments tab, and upload the completed document here.

### Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

Appendix C, Doc #1 Open Records Policy.pdf

Please complete the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy, located on the Attachments tab, and upload the completed document here.

### Antitrust Certification Statements

Appendix C, Doc #2 Antitrust Certification Statements TC2155.05.pdf

Please complete the Antitrust Certification Statements, located on the Attachments tab, and upload the completed document here.

### Certificate of Interested Parties (Form 1295)

Exemption Documentation_Form 1295_Grainger 2023 AR (1).pdf

Must complete the form online at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

### Texas Government Code 2270 Verification Form

Appendix C, Doc #4 TC2270 Verification Form.pdf

Please complete the Texas Government Code 2270 Verification Form, located on the Attachments tab, and upload the completed document here.

### RFP 24-08 Market Basket

Grainger Complete_24-08_MarketBasket_2024_06_10.xlsx

Please complete the OMNIA Partners - Market Basket, located on the Attachments tab, and upload the completed documents here.

**Value Add**

FInal Grainger Value Added Services.pdf

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract. Furniture can be included as a Value-Add, include any fees such as installation, delivery options, setup/cleaning, classroom design/layout, special orders, etc.

**Submit FEIN and Dunn & Bradstreet report.**

W.W. Grainger Inc.-DUNS005103494_02-12-2024.pdf

Upload FEIN and Dunn & Brandstreet report here.

**Diversity Program Certifications**

Small Business Certifications.pdf

If there are any diversity programs, provide a copy of their certification.

**Minority Women Business Enterprise Certification**

*No response*

Please upload Minority Women Business Enterprise Certification if applicable.

**Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification**

*No response*

Please upload Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification if applicable.

**Historically Underutilized Business (HUB) Certification**

*No response*

Please upload Historically Underutilized Business (HUB) Certification if applicable.

**Historically Underutilized Business Zone Enterprise (HUBZone)**

*No response*

Please upload Historically Underutilized Business Zone Enterprise (HUBZone) if applicable.

**Other recognized diversity certificate holder**

*No response*

Please upload other recognized diversity certificate holder if applicable.

**Additional Agreements Offeror will require Participating Agencies to sign.**

*No response*

Upload any additional agreements offeror will require Participating Agencies here.

**OMNIA Partners - Exhibit F Federal Funds Certifications**

Grainger RFP 24-08 OMNIA Partners - Exhibit F Federal Funds Certifications.pdf

Please complete the OMNIA Partners - Exhibit F Response for National Cooperative Contract located on the Attachments tab and upload the completed documents here.

**OMNIA Partners - Exhibit G New Jersey Business Compliance**

Grainger RFP 24-08 OMNIA Partners - Exhibit G New Jersey Business Compliance.pdf

Please complete the OMNIA Partners - Exhibit G New Jersey Business Compliance forms, located on the Attachments tab, and upload the completed documents here.

**MRO Addendum**

Grainger AD 1 and 2.pdf

## Response Attachments

**Grainger Warranty Return Policy and Sourcing Terms.pdf**

Grainger Warranty Return Policy and Sourcing Terms

**WWG 2023 Annual Report.pdf**

WWG 2023 Annual Report

## Bid Attributes

**1 Oral Communication**

Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

☑ I have read and agree.

**2 Scope of Work**

Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance below.

☑ I have read and agree.

**3 Terms and Conditions**

Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance below.

☑ I have read and agree.

**4 Products/Pricing - Upload on Response Attachments Tab**

Offerors shall provide pricing based on a discount from a manufacturer's price list, or fixed price, or a combination of both with indefinite quantities. Offeror may offer their complete product, and service offering as a balance of line. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apple, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. Price lists must contain the following: (if applicable)

- Manufacturer Part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

**5 Is pricing available for all products and services?**

☑ Yes

☐ No

**6 Shipping Costs**

Describe any shipping and/or delivery charges including the methodology for when said charges will be calculated for (1) orders placed on the Offerors website; (2) orders picked up at the retail store/storefront location; (3) orders delivered by supplier employees.

[redacted]

**7** **Warranty Pricing**

Provide pricing for warranties on all products and services.

[redacted]

**8** **Describe any return or restocking fees.**

[redacted]

**9** **Describe any installation charges and when they are applicable.**

[redacted]

**10** **Discounts or Rebates**

Describe any additional discounts, special offers, promotions or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

[redacted]

**11** **Verification of Contract Pricing**

Describe how customers verify they are receiving Contract pricing.

[redacted]

12 **Describe invoicing process. Include payment terms and acceptable methods of payment outlining any associated fees pertaining to credit card/p-cards.**

[redacted]

13 **Frequency of Pricing Updates**

Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

[redacted]

14 **Describe how future product introductions will be priced and align with Contract pricing proposed.**

[redacted]

15 **Not to Exceed Pricing**

[redacted]

16 **Proposed category discounts should remain the same for at least a minimum of the first 12 months after the contract award. All pricing must be verifiable and auditable from the date of the contract award.**

17 **Federal Funding Pricing**

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may use, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

☑ Agree

☐ Disagree

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| 18 | **Appendix D, Exhibit A, OMNIA Partners Response for National Contract**<br>Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners. |
| 19 | **Appendix D, Exhibit B, OMNIA Partners Administration Agreement**<br>The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form. |
| 20 | **Appendix D, Exhibits F and G**<br>Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance. |
| 21 | **Describe how Offeror responds to emergency orders.**<br>[redacted] |
| 22 | **What is Offeror's average Fill Rate?**<br>[redacted] |
| 23 | **What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.**<br>[redacted] |
| 24 | **Describe Offeror's return and restocking policy.**<br>[redacted] |

25 **Describe Offeror’s ability to meet service and warranty needs.**

[redacted]

26 **Describe Offeror's ability to provide on-site and/or online training and education programs/seminars.**

[redacted]

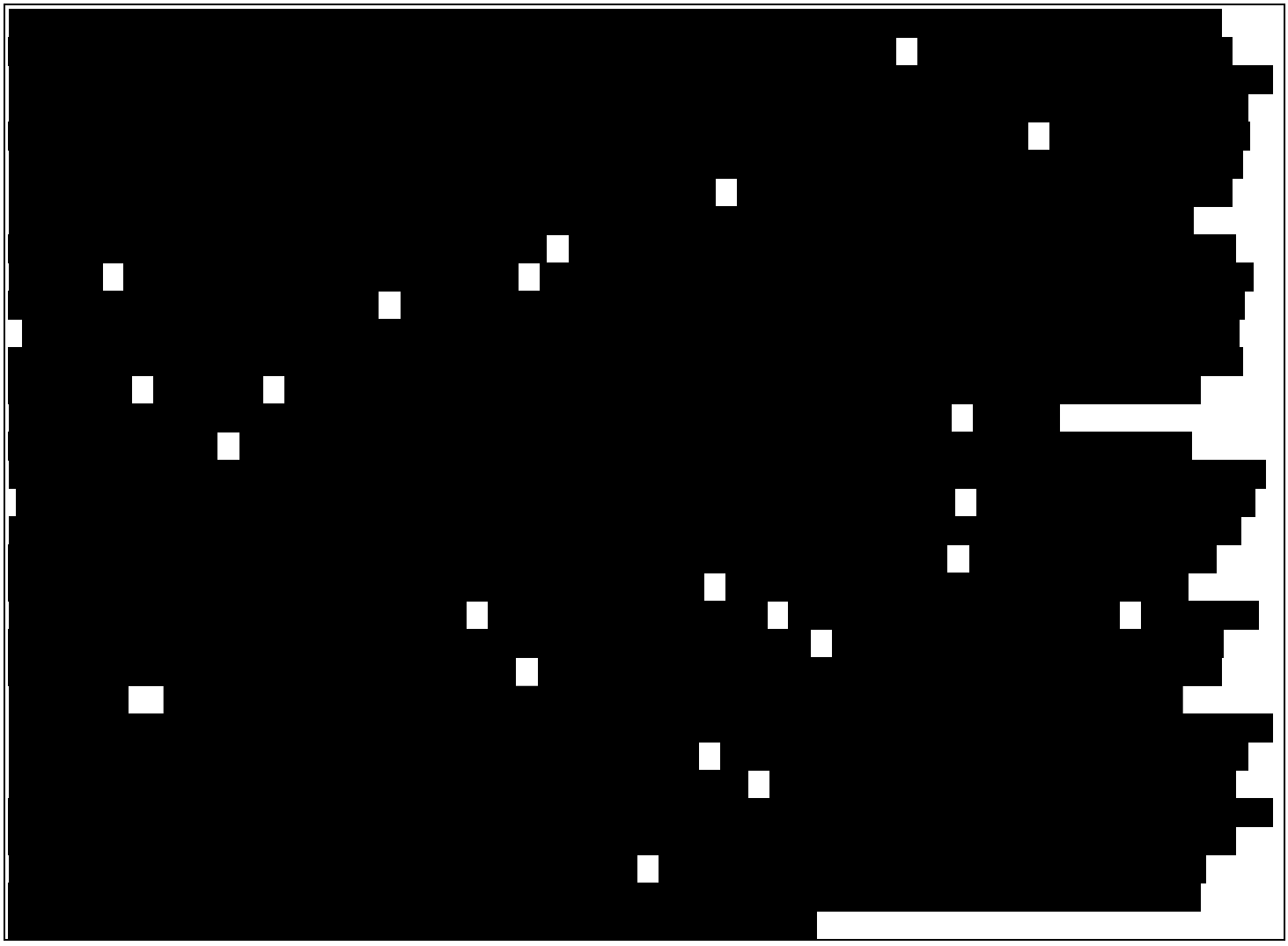
27 **Describe Offeror’s customer service/problem resolution process. Include hours of operation, number of services, etc.**

[redacted]

28 **Describe Offeror’s invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.**

[redacted]

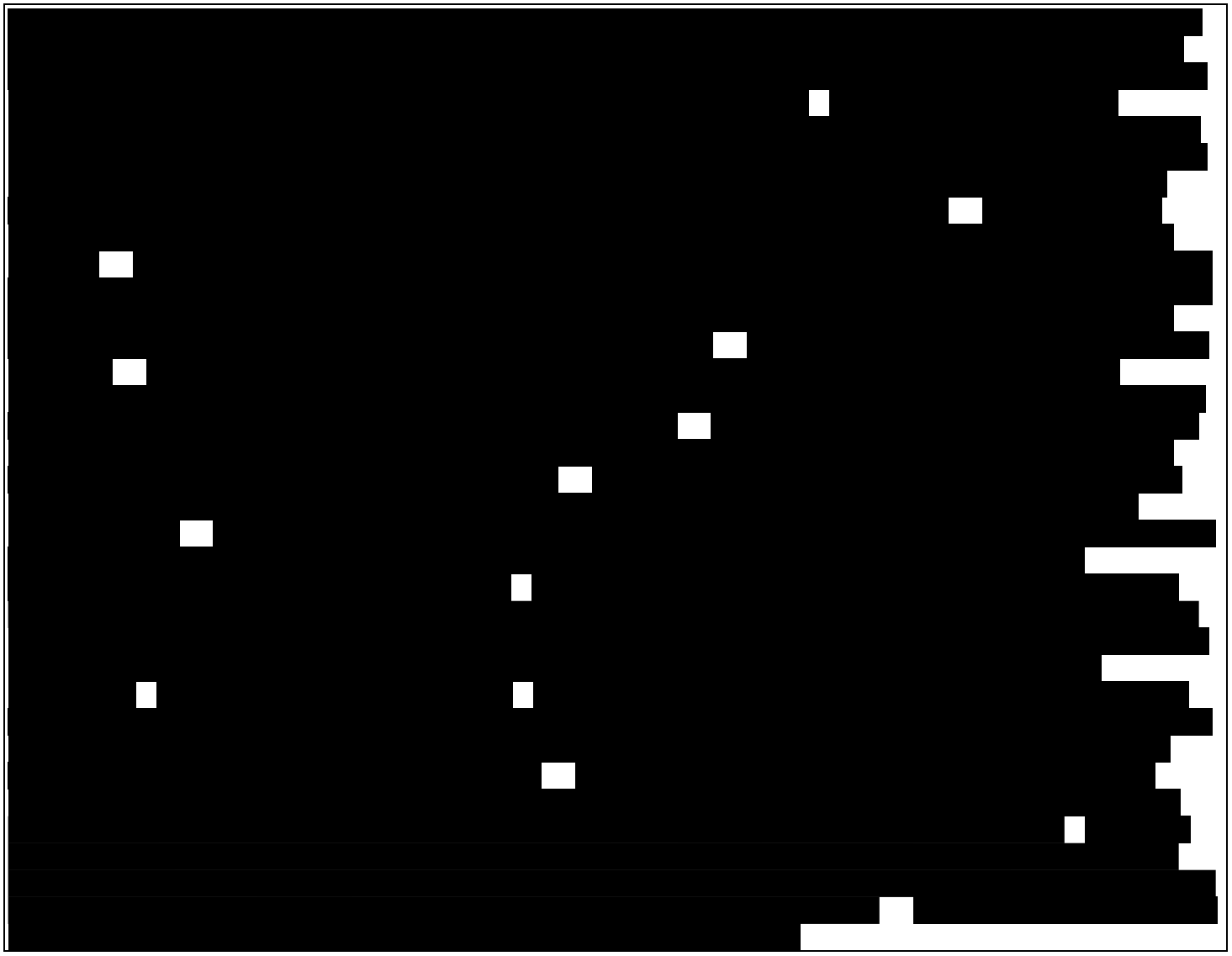
29 **Describe Offeror's contract implementation/customer transition plan.**



30 **Describe the financial condition of Offeror.**

**31** **Describe Offeror's ordering capabilities for Participating Public Agencies.**

Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality including the following features: product lookup, ability to set authorization limits, and ability to download order invoice history reports.



**32** **Describe the Offeror’s safety record.**

**33** **Describe Offeror's green or environmental initiatives or policies.**

[redacted]

**34** **Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement.**

Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

[redacted]

.

**35** **Provide a brief history of the Offeror, including year it was established and corporate office location.**

[redacted]

**36** **Describe Offeror's reputation in the marketplace.**

[redacted]

**37** **Describe Offeror's reputation of products and services in the marketplace.**

[redacted]

**38** **Describe if distributors/dealers/resellers/subsidiaries/partners ("affiliates") will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract.**

Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates. Offerors who use authorized affiliates are responsible for ensuring authorized affiliates are preforming in accordance with the contract.

[redacted]

**39** **Describe the experience and qualifications of key employees.**

[redacted] Ken White, National Government Sales Manager, will manage Grainger resources supporting the Region 4 ESC OMNIA Partners agreement. [redacted]

**40** **Describe Offeror's experience working with the government sector.**

[redacted] Grainger provides MRO products and services to all 50 states and the District of Columbia via individual contract, cooperative agreement, or open market purchases. [redacted]

**41 Describe past litigation, bankruptcy, reorganization, state investigations of entity/supplier or current officers and directors.**

[redacted] W.W. Grainger, Inc., a publicly held company with over 25,000 employees across the US and internationally, is party to thousands of contracts. [redacted]

**42 References**

Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

Entity name: Brownsville ISD Mrs. Rosario Pena, Director (956) 548-8361 | rpena@bisd.us Brownsville, Texas 5+ Entity name: Texas Southmost College Patricia G. Saldivar, MBA Director of Purchasing 956.295.3426 | patricia.saldivar@tsc.edu Brownsville, Texas 5+ Entity name: Harlingen CISD Antonio (Tony) Gracia, Director of Purchasing (956) 430-9740 Ext. 6876 | laura.melton@hcisd.org?? Harlingen, Texas 78550 5+ Entity name: City of Los Angeles Troy Lee, Director of Supply Chain Services Division 213-928-9506 | troy.lee@lacity.org Los Angeles, CA 10+ Entity Name: Northwest ISD Jennifer Tallman, CTSBO Senior Buyer 817-215-0092 (direct line) | jtallman@nisdtx.org Fort Worth, TX 3+ Entity name CHARLES COUNTY PUBLIC SCHOOL Carletta M. Grier, Contract Administrator 301-934-7337 | cgrier@ccboe.com LaPlata, MD? 5 Entity name: Fort Bend ISD Maintenance Louis Perez, Supervisor Warehouse Facilities Maintenance And Operations Purchasing & Materials MGMT 281 330-6562 | Louis.Perez@fortbendisd.com Stafford, TX 35 Entity name: Katy ISD Maintenance & Operations Angelica Garcia, Fleet/Warehouse/Dispatch Maintenance Supervisor 281.396.2513 | angelicagarcia@katyisd.org Katy, TX Years Serviced: 10 Entity name: Houston ISD Michelle Chevalier, MBA, Category Specialist, Purchasing Services?? 713-556-7682 (office) | mchevali@houstonisd.org ?? Houston, TX 77092-8501 ?? 15 Entity name: North Texas Tollway Authority Kevin Panning, Warehouse Supervisor 214-224-2296 | KPanning@ntta.org Plano, TX 4

**43 Value Add**

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

[redacted]

**44 Competitive Range**

It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.

**45 Past Performance**

An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.

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| 46 | **Additional Investigations**<br>Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror. |

| | |
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| 47 | **Supplier Response**<br>Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners. |

48 **Brief history and description of Supplier to include experience providing similar products and services.**

[redacted]

49 **Total number and location of salespersons employed by Supplier.**

[redacted]

**50** **Number and location of support centers (if applicable) and location of corporate office.**

[redacted]

**51** **Annual sales for the three previous fiscal years.**

$16500000000

**52** **Annual sales for the three previous fiscal years.**

$15200000000

**53** **Annual sales for the three previous fiscal years.**

$13000000000

**54** **Indicate if supplier holds any certifications and include proof of such certification.**

Minority Women Business Enterprise

☐ Yes

☑ No

**55** **If yes, list certifying agency:**

NA

**56** **Indicate if supplier holds any certifications and include proof of such certification.**

Small Business Enterprise (SBE) or Disadvantaged Business Enterprise

☐ Yes

☑ No

**57** **If yes, list certifying agency:**

NA

**58** **Indicate if supplier holds any certifications and include proof of such certification.**

Historically Underutilized Business (HUB)

☐ Yes

☑ No

**59** **If yes, list certifying agency:**

NA

**60** **Indicate if supplier holds any certifications and include proof of such certification.**

Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes

☑ No

**61** **If yes, list certifying agency:**

NA

**62** **Indicate if supplier holds any certifications and include proof of such certification.**

Other recognized diversity certificate holder

☐ Yes

☑ No

**63** **If yes, list certifying agency:**

NA

**64** **Contractor Relationships**

List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

[redacted] Grainger is a distributor of MRO products and related services. Grainger does not subcontract its services. [redacted]

**65** **Describe how supplier differentiates itself from its competitors.**

[redacted]

**66** **Felony Conviction Notice**

Indicate if the supplier:

- is a publicly held corporation and this reporting requirement is not applicable;
- is not owned or operated by anyone who has been convicted of a felony; or
- is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

☑ publicly held corp. & reporting is not applicable

☐ not owned/operated by who has felony conviction

☐ is owned or operated by an individual(s) who has

**67** **Debarment or suspension actions**

Describe any debarment or suspension actions taken against supplier.

Grainger is not debarred or suspended, nor has it previously been debarred or suspended.

68

**Distribution, Logistics**

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

[redacted]

69

**Distribution**

Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

[redacted] Grainger products and services are offered and delivered throughout the U.S. and its Territories. Grainger's company owned supply chain makes inventory available to customers on a just-time-time basis. Grainger branches and Distribution Centers tailor inventory to Member location demands to ensure product is available for immediate pickup, same-day shipment or same-day delivery. [redacted]

70

**Indicate if Offeror is licensed to do business in all 50 states.**

☑ Yes

☐ No

**7.1 Distribution**

Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

[redacted]

**7.2 Logistics**

Identify all other companies that will be involved in processing, handling or shipping the products/services to the end user.

[redacted]

**7.3 Logistics**

Provide the number, size and location of Supplier's distribution facilities, warehouses and retail networks as applicable.

[redacted] Grainger operates 14 distribution facilities, 6 bulk warehouses, and 250 full-service branch locations. Grainger's full-service branch locations are located throughout the US, including 33 in Texas. The location and capacity of each Grainger Distribution Center follows: Location, Square Footage Southaven, MS 230,000 Cleveland, OH 395,000 Dallas, TX 560,000 Greenville, SC 1.1 million Jacksonville, FL 230,000 Kansas City, MO 1.3 million Minooka, IL 1.1 million Mira Loma, CA 345,000 Patterson, CA 820,000 Bordentown, NJ 1.3 million Denver, CO 45,000 Plymouth, MN 35,000 Seattle, WA 56,000 Louisville, KY 1.5 million Two new Distribution Centers are under construction in Portland, OR and Houston, TX.

**74** **Marketing and Sales**

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.
- Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days.

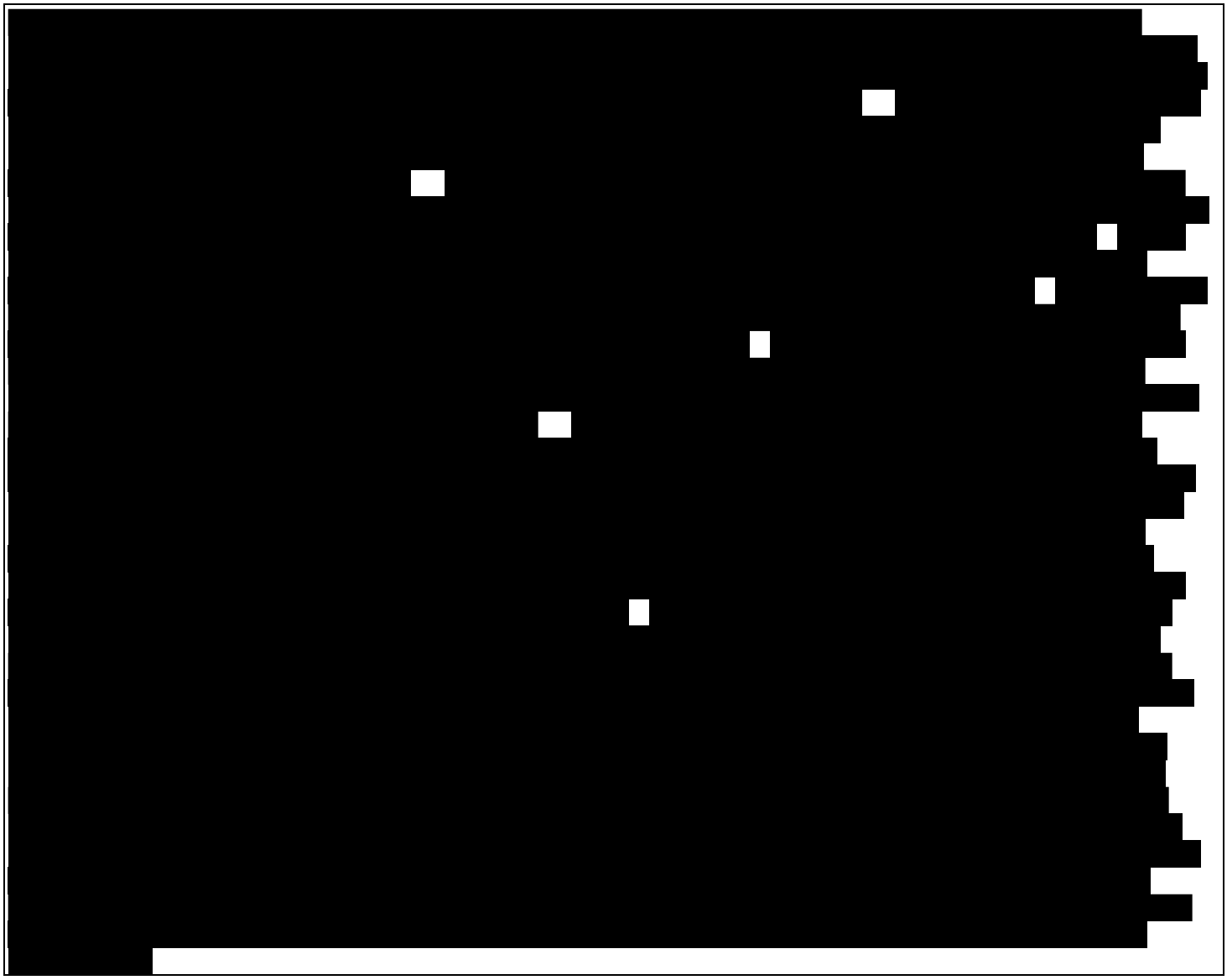
[redacted] Upon award, Grainger will align with Region 4 ESC / OMNIA to build a comprehensive 90-day plan to meet the objectives of all involved. Grainger's goal is to execute all initiatives and strategies successfully and to enhance efforts. [redacted]

**75** **90-day Plan**

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

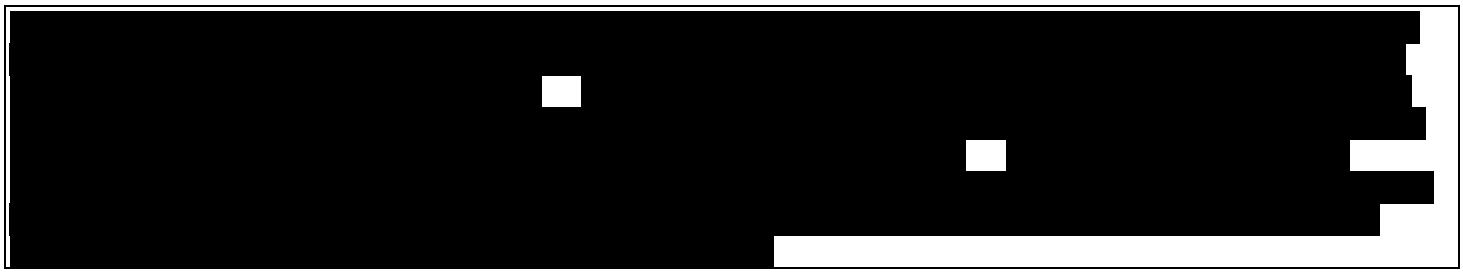
- Creation and distribution of a co-branded press release to trade publications
- Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days.
- Design, publication and distribution of co-branded marketing materials within first 90 days
- Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

- Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
  •OMNIA Partners standard logo;
  •Copy of original Request for Proposal;
  •Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
  •Summary of Products and pricing;
  •Marketing Materials
  •Electronic link to OMNIA Partners' website including the online registration page;
  •A dedicated toll-free number and email address for OMNIA Partners



**76** **Transition**

Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.



77 **Logo**

Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

☑ Yes

☐ No

78 **Sales**

Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Best government pricing
- No cost to participate
- Non-exclusive

☑ Yes

☐ No

79 **Training**

Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

☑ Yes

☐ No

80 **Responsibility**

Provide the name, title, email and phone number for the person(s), who will be responsible for:

- Executive Support
- Marketing
- Sales
- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts

[redacted]

8 1

## Sales Force

Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

[redacted]

8 2

## Implementation

Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

[redacted]

8 3

## Program Management

Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

[redacted]

8 4

## Supplier's Customer List

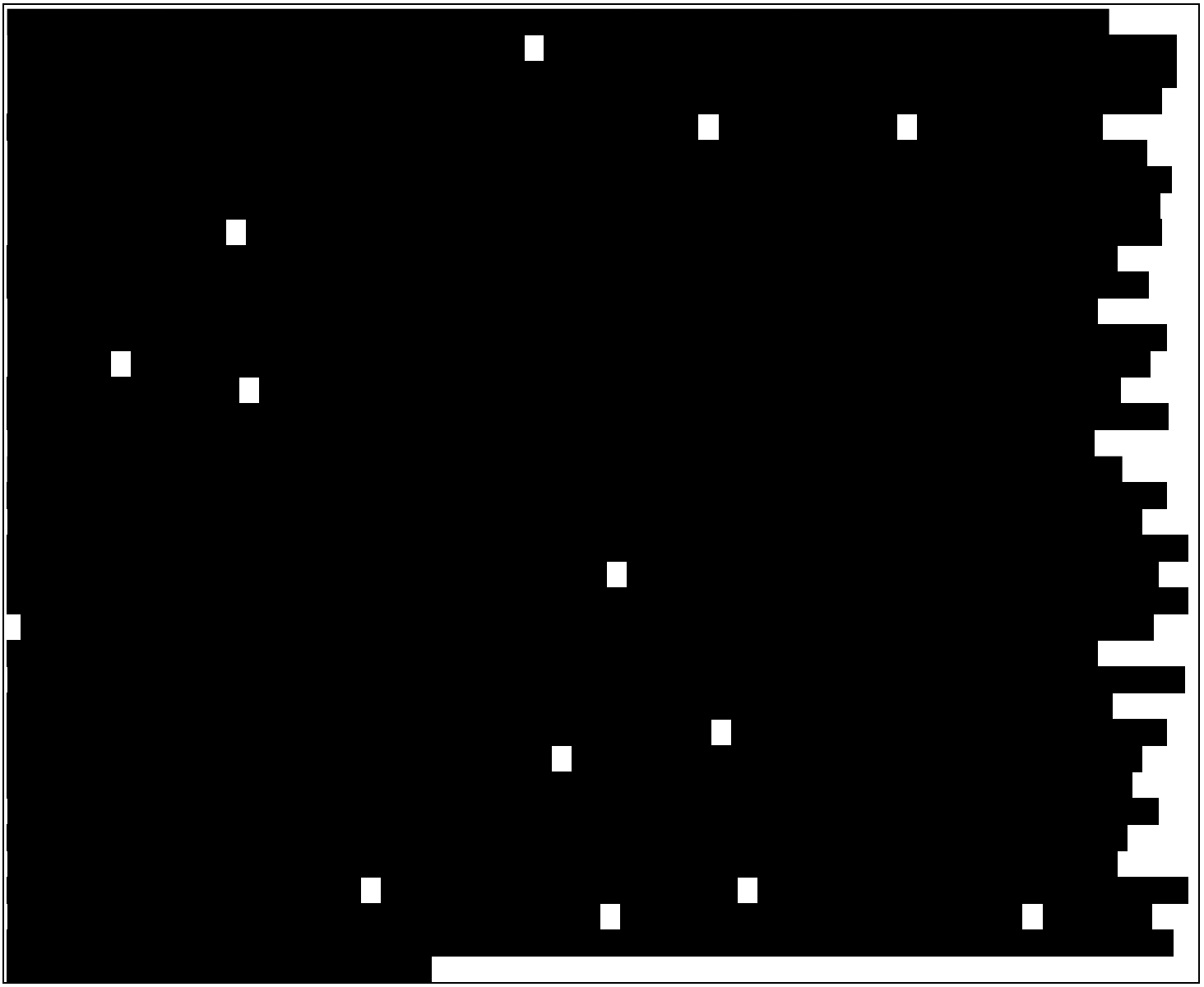
State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Grainger's Government and Public Agency business in 2023 totaled 16% of our total 2023 revenue of $16.5 billion. [redacted]

**85**

## System Capabilities and Limitations

Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.



**86**

## Projected Sales Year One

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$0

**87**

## Projected Sales Year Two

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$0

88 **Projected Sales Year Three**

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$0

89 **Any portion of the response that should not be available on the website should be included on Appendix B Terms & Conditions Acceptance Form.**

90 **Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.**

[redacted]

91 **General Terms and Conditions**

Respondent agrees to comply with the General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations.

☑ I certify compliance with this attribute.

92 **Felony Conviction Notification**

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".

Subsection (b) states "a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract".

Subsection (c) states "this section does not apply to a publicly held corporation".

Use the checkbox associated with this item to identify your status as it relates to this legal requirement.

☐ Non-Felon - person/owner IS NOT a convicted felon

☑ Not Applicable-firm is a publicly held corporation

☐ Felon - person/owner IS a convicted felon

93 **Name of Felon and Nature of Felony, if applicable**

If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.

If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field.

NA

| | |
|---|---|
| 94 | **Criminal History Records Review of Certain Contract Employees**<br>Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity ("Contractors") and entities that contract with school entity contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes.<br>Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity *and* have or will have direct contact with students. The school entity will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students at their school.<br>☑ I certify compliance with this attribute. |
| 95 | **Historically Underutilized Business (HUB) Certification**<br>Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.<br>Select one of the available options:<br><br>**OPTION A**: My business has NOT been certified as HUB.<br><br>**OPTION B**: I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event.<br>☑ OPTION A<br>☑ OPTION B |

96

## Disclosure of Interested Parties

Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which:
(1) requires an action or vote by the governing body; or
(2) has a value of $1 million or more; or
(3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305.

NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market).

If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab.

Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage.

Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if:
(1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and
(2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice.

**IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OF THIS EXEMPTION.**

ENTITY TYPES THAT ARE EXEMPT AND SHOULD ATTACH THIS PROOF ARE LISTED IN STATUE AS:
• a sponsored research contract of an institution of higher education;
• an interagency contract of a state agency or an institution of higher education;
• a contract related to health and human services if:
• the value of the contract cannot be determined at the time the contract is executed; and
• any qualified vendor is eligible for the contract;
• a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
• a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
• a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

☑ I certify compliance with this attribute.

| | |
|---|---|
| 97 | **Conflict of Interest Questionnaire**<br>Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations:<br><br>1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or<br>2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of $100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or<br>3) If the vendor has a family relationship with a local government officer of Region 4.<br><br>*"Vendor"* means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7).<br><br>*"Business relationship"* means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3).<br><br>*"Family relationship"* means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).<br><br>*"Local government officer"* means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4).<br><br>**Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: https://www.esc4.net/about/about-region-4.**<br><br>For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links:<br>Texas Local Government Code, Section 176<br>Texas House Bill 23<br><br>A blank Conflict of Interest Questionnaire is available by clicking:<br>https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf.<br><br>If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document.<br>☑ I certify compliance with this attribute. |

98

## Entities that Boycott Israel

Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent , nor any affiliate, subsidiary, or parent company of the Respondent , if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include 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 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.

*EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.*

☑ I certify compliance with this attribute.

99

## Foreign Terrorist Organizations

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.

☑ I certify compliance with this attribute.

100

## Firearm Entities and Trade Associations Discrimination

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

*APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least $100,000 that is paid wholly or partly from public funds of the governmental entity.*

*EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.*

☑ I certify compliance with this attribute.

101

## Energy Company Boycott Prohibited

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

*EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.*

☑ I certify compliance with this attribute.

102

## Critical Infrastructure Affirmation

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

*EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.*
*The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause.*"

☑ I certify compliance with this attribute.

**103**

## Open Records Policy

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information 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 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is 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.

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

**OPTION A**: We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

**OPTION B**: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event.

*(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)*

☐ OPTION A - No proprietary information

☑ OPTION B - Proprietary information marked

**104**

## Consent to Release Proposal Tabulation

Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information.

☑ I certify compliance with this attribute.

**105** **Contracting Information**

If Vendor is not a governmental body and

(a) this Agreement has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC; or

(b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is

(1) related to the purchase or underwriting of a public security;

(2) is or may be used as collateral on a loan; or

(3) proceeds from which are used to pay debt service of a public security of loan):

*"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."*

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to

(1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;

(2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and

(3) on completion of the Agreement, either

(a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or

(b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.

☑ I certify compliance with this attribute.

**106** **Anti-Trust Certification Statement**

Vendor affirms 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 bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and

(4) Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid 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.

☑ I certify compliance with this attribute.

**107** **Federal Rule (A) - Contract Term Violations**

**(A)** Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 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.

*Pursuant to Federal Rule (**A**) above, when federal funds are expended by Region 4 ESC, Region 4 ESC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.*

☑ I certify compliance with this attribute.

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| 108 | **Federal Rule (B) - Termination Conditions**<br>**(B)** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)<br><br>*Pursuant to Federal Rule (**B**) above, when federal funds are expended by REGION 4 ESC, REGION 4 ESC 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 Vendor, in the event vendor 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; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.*<br>☑ I certify compliance with this attribute. |

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| 109 | **Federal Rule (C) - Equal Employment Opportunity**<br>**(C)** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must 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.”<br><br>It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.<br><br>*Pursuant to Federal Rule (**C**) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.*<br>☑ I certify compliance with this attribute. |

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| 110 | **Federal Rule (D) - Davis Bacon Act/Copeland Act**<br>**(D)** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 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, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.<br><br>*Pursuant to Federal Rule (**D**) above, when federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.*<br>☑ I certify compliance with this attribute. |
| 111 | **Federal Rule (E) - Contract Work Hours and Safety Standards Act**<br>**(E)** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be 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 U.S.C. 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.<br><br>*Pursuant to Federal Rule (**E**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.*<br>☑ I certify compliance with this attribute. |
| 112 | **Federal Rule (F) - Rights to Inventions Made Under a Contract or Agreement**<br>**(F)**If the 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 of 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.<br><br>*Pursuant to Federal Rule (**F**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.*<br>☑ I certify compliance with this attribute. |

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| 113 | **Federal Rule (G) - Clean Air Act/Federal Water Pollution Control Act**<br>**(G)** The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 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 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).<br><br>When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).<br><br>When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements 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.<br><br>*Pursuant to Federal Rule (**G**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (**G**) above.*<br>☑ I certify compliance with this attribute. |
| 114 | **Federal Rule (H) - Debarment and Suspension**<br>**(H)** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide 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 1986 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.<br><br>*Pursuant to Federal Rule (**H**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.*<br>☑ I certify compliance with this attribute. |

115

**Federal Rule (I) - Byrd Anti-Lobbying Amendment**

**(I)** (31 U.S.C. 1352)—Contractors 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 U.S.C. 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.

*Pursuant to Federal Rule (**I**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:*

*(1) No Federal appropriated funds have been paid or will be paid by or 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 paid 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, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.*
*(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.*
*This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.*

☑ I certify compliance with this attribute.

116

**Federal Rule (J) - Procurement of Recovered Materials**

**(J)** When federal funds are expended by REGION 4 ESC, REGION 4 ESC and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

*Pursuant to Federal Rule (**J**) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.*

☑ I certify compliance with this attribute.

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| 117 | **Federal Rule (K) - Prohibition on certain Telecom and Surveillance Service and Equipment**<br>**(K)** ALIEF ISD, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain,<br>(2) extend or renew a contract to procure or obtain, or<br>(3) 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 a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.<br><br>The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.<br>☑ I certify compliance with this attribute. |
| 118 | **Federal Rule (L) - Buy American Provisions**<br>**(L)** As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act.<br><br>Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.<br><br>*"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.*<br>☑ I certify compliance with this attribute. |
| 119 | **Federal Rule - Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds**<br>When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:<br>1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;<br>2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;<br>3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;<br>4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and<br>5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.<br>☑ I certify compliance with this attribute. |

120

**Federal Rule - Federal Record Retention**

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.

☑ I certify compliance with this attribute.

121

**Federal Rule - Profit Negotiation**

For purchases using Federal funds in excess of $250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)).

When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price.

☑ I certify compliance with this attribute.

122

**Federal Rule - Solid Waste Disposal Act**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Sold Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. 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 exceed $10,000; procuring sold 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. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.)

Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph.

☑ I certify compliance with this attribute.

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| 123 | **Federal Rule - Never Contract with the Enemy – 2 C.F.R. § 200.215**<br>When federal funds are expended by REGION 4 ESC for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed $50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, REGION 4 ESC will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183.<br><br>The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. AISD has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.<br>☑ I certify compliance with this attribute. |
| 124 | **Applicability to Subcontractors**<br>Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action.<br>☑ I certify compliance with this attribute. |
| 125 | **Compliance with the Energy Policy and Conservation Act**<br>When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).<br><br>☑ I certify compliance with this attribute. |

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## Indemnification

**Acts or Omissions**

Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract.

**Infringements**

a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

**Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity**

a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

☑ I certify compliance with this attribute.

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## Excess Obligations Prohibited

Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC.

☑ I certify compliance with this attribute.

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## Suspension and Debarment

Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.

☑ I certify compliance with this attribute.

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| 129 | **Change in Law and Compliance with Laws**<br>Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines.<br>☑ I certify compliance with this attribute. |

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

# NOTICE TO OFFEROR

# ADDENDUM NO. 1

## Solicitation Number 24-08

## Request for Proposal ("RFP")
## by Region 4 Education Service Center ("ESC")
## for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services

This Addendum No. 1 amends the Request for Proposals (RFP) for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services ("**Addendum**"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("**Region 4 ESC**") requests proposals from qualified suppliers with the intent to enter into a Contract for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services. Addendum No. 1 is hereby issued as follows:

**CHANGES TO THE RFP TO UPDATE THE SUBMITTAL DEADLINE**

1. REMOVE APPENDIX E AND REPLACE WITH THE ATTACHED PRICING DOCUMENT. OFFER'S SHOULD USE THIS REVISED APPENDIX E, PROVIDED IN THIS ADDENDUM, AS PART OF THEIR RESPONSE.

*ALL OTHER ITEMS IN THE RFP SHALL REMAIN.*

**ATTACHMENTS INCLUDED IN THIS ADDENDUM 1: APPENDIX E**

| OFFERORS ITEM NUMBER | OFFERORS ALTERNATE NUMBER | MANUFACTURER NAME | MANUFACTURER MODEL NUMBER | ITEM DESCRIPTION | ALTERNATE DESCRIPTION | SUPPLY CATEGORY | UNIT OF MEASURE (EACH, Face Value) | UNIT OF MEASURE (PACK, Face Value) | INDICATE OTHER UNIT OF MEASURE ( if needed) | LIST PRICE | PERCENT DISCOUNT OFF LIST | NET UNIT PRICE | ALTERNATE UNIT OF MEASURE (EACH, if needed) | ALTERNATE UNIT OF MEASURE (PACK, if needed) | ALTERNATE INDICATE OTHER UNIT OF MEASURE ( if needed) | ALTERNATE LIST PRICE | ALTERNATE PERCENT DISCOUNT OFF LIST | ALTERNATE NET UNIT PRICE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 152780 | | | | Kit WITHSHIFT SUNBODY FILE | | | | | | | | | | | | | | |
| 75295 | | | | Kit # 400 SEMI SELECT STUD | | | | | | | | | | | | | | |
| 152781 | | | | 1 1/2 - SEMI - SILVER PEARL Wire Nt | | | | | | | | | | | | | | |
| 152783 | | | | Wire 12 inch 14 Ga Bendy Semi Use To | | | | | | | | | | | | | | |
| 152784 | | | | Kit 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 | | | | | | | | | | | | | | |
| 152785 | | | | 50 LB 1/2 WHITE | | | | | | | | | | | | | | |
| 75297 | | | | 1-1/2 # 1/2 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 152772 | | | | Kit WHITE 100 LB CONCRETE MIX | | | | | | | | | | | | | | |
| 152786 | | | | 1-1/2 # 1/2 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 152817 | | | | 100 LB PATIENT CONSULTATION | | | | | | | | | | | | | | |
| 147898 | | | | Set cover spinning steel rod rack 36 rail | | | | | | | | | | | | | | |
| 152787 | | | | Cord PP PRESSURE RED SOCKET | | | | | | | | | | | | | | |
| 208897 | | | | Wire 6060 Kit set 12 in 1/2 in 1/2 and 1 Pen 7 M Diameter 18 in 1/2 in Actual 13.07 in 1/2 07 in | | | | | | | | | | | | | | |
| 152788 | | | | Kit 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 | | | | | | | | | | | | | | |
| 152787 | | | | 1 1/2 # 1/2 SELF-FEEDING | | | | | | | | | | | | | | |
| 152789 | | | | Cord 1/2 100 FOOT PLAT WASHER | | | | | | | | | | | | | | |
| 1556 | | | | Kit # TOP SCREW #2 PHASE Wrigh | | | | | | | | | | | | | | |
| 152 45 | | | | K - 1/2 TOP SCREW #2 WHITE KIT | | | | | | | | | | | | | | |
| 148543 | | | | Kit 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 | | | | | | | | | | | | | | |
| 152813 | | | | Cord 1/2 100 FOOT PLAT WASHER | | | | | | | | | | | | | | |
| 152814 | | | | Cord 1/2 100 FOOT PLAT WASHER | | | | | | | | | | | | | | |
| 152815 | | | | 1 1/2 # 1/2 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 152816 | | | | 1 1/2 # 1/2 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 152818 | | | | Cord 1/2 100 FOOT PLAT WASHER | | | | | | | | | | | | | | |
| 152819 | | | | 1 1/2 # 1/2 SELF-FEEDING SCREW Handle Holes Actual 18 in 1/2 in 1/2 in | | | | | | | | | | | | | | |
| 152820 | | | | 1 1/2 #12 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 75298 | | | | Kit 400 RED MINI SELECT STUD | | | | | | | | | | | | | | |
| 152821 | | | | Kit 1 # 400 PP PACKS | | | | | | | | | | | | | | |
| 75 - 8997 | | | | 1 inch - Green - 1 - inch WIRE PATCH | | | | | | | | | | | | | | |
| 152822 | | | | 1 1/2 # 1/2 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 152823 | | | | Wire 6 in Black 1/2 Inch 12 Gauge Handle Holes Actual 18 in 1/2 in 1/2 in | | | | | | | | | | | | | | |
| 152824 | | | | Set Up TOP SCREW | | | | | | | | | | | | | | |
| 152825 | | | | 1 1/2 PP PRESSURE BIT FOR DRIVER | | | | | | | | | | | | | | |
| 152826 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152827 | | | | Set Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152828 | | | | Kit 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 | | | | | | | | | | | | | | |
| 152829 | | | | Cord 1/2 100 FOOT PLAT WASHER | | | | | | | | | | | | | | |
| 152830 | | | | 1 1/2 # 1/2 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 152831 | | | | 1 1/2 #12 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 1556 | | | | Kit 1/2 PP PRESSURE BIT 18 WINCH | | | | | | | | | | | | | | |
| 75 - 8998 | | | | 1 inch - Green - 1 - inch WIRE PATCH | | | | | | | | | | | | | | |
| 152832 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152833 | | | | Wire 6 in Black 1/2 Inch 12 Gauge Handle Holes Actual 18 in 1/2 in 1/2 in | | | | | | | | | | | | | | |
| 152834 | | | | Set Up TOP SCREW | | | | | | | | | | | | | | |
| 152835 | | | | 1 1/2 PP PRESSURE BIT FOR DRIVER | | | | | | | | | | | | | | |
| 152836 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152837 | | | | Set Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152838 | | | | Kit 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 | | | | | | | | | | | | | | |
| 152839 | | | | Cord 1/2 100 FOOT PLAT WASHER | | | | | | | | | | | | | | |
| 152840 | | | | 1 1/2 # 1/2 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 152841 | | | | 1 1/2 #12 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 152842 | | | | Kit 1/2 PP PRESSURE BIT 18 WINCH | | | | | | | | | | | | | | |
| 75 - 8999 | | | | 1 inch - Green - 1 - inch WIRE PATCH | | | | | | | | | | | | | | |
| 152843 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152844 | | | | Wire 6 in Black 1/2 Inch 12 Gauge Handle Holes Actual 18 in 1/2 in 1/2 in | | | | | | | | | | | | | | |
| 152845 | | | | Set Up TOP SCREW | | | | | | | | | | | | | | |
| 152846 | | | | Kit 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 | | | | | | | | | | | | | | |
| 152847 | | | | Cord 1/2 100 FOOT PLAT WASHER | | | | | | | | | | | | | | |
| 152848 | | | | 1 1/2 # 1/2 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 152849 | | | | 1 1/2 #12 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 152850 | | | | Kit 1/2 PP PRESSURE BIT 18 WINCH | | | | | | | | | | | | | | |
| 75 - 9000 | | | | 1 inch - Green - 1 - inch WIRE PATCH | | | | | | | | | | | | | | |
| 152851 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152852 | | | | Wire 6 in Black 1/2 Inch 12 Gauge Handle Holes Actual 18 in 1/2 in 1/2 in | | | | | | | | | | | | | | |
| 152853 | | | | Set Up TOP SCREW | | | | | | | | | | | | | | |
| 152854 | | | | Kit 1/2 PP PRESSURE BIT 18 WINCH | | | | | | | | | | | | | | |
| 152855 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152856 | | | | Set Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152857 | | | | Kit 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 | | | | | | | | | | | | | | |
| 152858 | | | | Cord 1/2 100 FOOT PLAT WASHER | | | | | | | | | | | | | | |
| 152859 | | | | 1 1/2 # 1/2 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 152860 | | | | 1 1/2 #12 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 152861 | | | | Kit 1/2 PP PRESSURE BIT 18 WINCH | | | | | | | | | | | | | | |
| 75 - 9001 | | | | 1 inch - Green - 1 - inch WIRE PATCH | | | | | | | | | | | | | | |
| 152862 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152863 | | | | Wire 6 in Black 1/2 Inch 12 Gauge Handle Holes Actual 18 in 1/2 in 1/2 in | | | | | | | | | | | | | | |
| 152864 | | | | Set Up TOP SCREW | | | | | | | | | | | | | | |
| 152865 | | | | Kit 1/2 PP PRESSURE BIT 18 WINCH | | | | | | | | | | | | | | |
| 152866 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152867 | | | | Set Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152868 | | | | Kit 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 | | | | | | | | | | | | | | |
| 152869 | | | | Cord 1/2 100 FOOT PLAT WASHER | | | | | | | | | | | | | | |
| 152870 | | | | 1 1/2 # 1/2 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 152871 | | | | 1 1/2 #12 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 152872 | | | | Kit 1/2 PP PRESSURE BIT 18 WINCH | | | | | | | | | | | | | | |
| 75 - 9002 | | | | 1 inch - Green - 1 - inch WIRE PATCH | | | | | | | | | | | | | | |
| 152873 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152874 | | | | Wire 6 in Black 1/2 Inch 12 Gauge Handle Holes Actual 18 in 1/2 in 1/2 in | | | | | | | | | | | | | | |
| 152875 | | | | Set Up TOP SCREW | | | | | | | | | | | | | | |
| 152876 | | | | Kit 1/2 PP PRESSURE BIT 18 WINCH | | | | | | | | | | | | | | |
| 152877 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152878 | | | | Set Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152879 | | | | Kit 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 | | | | | | | | | | | | | | |
| 152880 | | | | Cord 1/2 100 FOOT PLAT WASHER | | | | | | | | | | | | | | |
| 152881 | | | | 1 1/2 # 1/2 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 152882 | | | | 1 1/2 #12 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 152883 | | | | Kit 1/2 PP PRESSURE BIT 18 WINCH | | | | | | | | | | | | | | |
| 75 - 9003 | | | | 1 inch - Green - 1 - inch WIRE PATCH | | | | | | | | | | | | | | |
| 152884 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152885 | | | | Wire 6 in Black 1/2 Inch 12 Gauge Handle Holes Actual 18 in 1/2 in 1/2 in | | | | | | | | | | | | | | |
| 152886 | | | | Set Up TOP SCREW | | | | | | | | | | | | | | |
| 152887 | | | | Kit 1/2 PP PRESSURE BIT 18 WINCH | | | | | | | | | | | | | | |
| 152888 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152889 | | | | Set Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152890 | | | | Kit 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 | | | | | | | | | | | | | | |
| 152891 | | | | Cord 1/2 100 FOOT PLAT WASHER | | | | | | | | | | | | | | |
| 152892 | | | | 1 1/2 # 1/2 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 152893 | | | | 1 1/2 #12 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 152894 | | | | Kit 1/2 PP PRESSURE BIT 18 WINCH | | | | | | | | | | | | | | |
| 75 - 9004 | | | | 1 inch - Green - 1 - inch WIRE PATCH | | | | | | | | | | | | | | |
| 152895 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152896 | | | | Wire 6 in Black 1/2 Inch 12 Gauge Handle Holes Actual 18 in 1/2 in 1/2 in | | | | | | | | | | | | | | |
| 152897 | | | | Set Up TOP SCREW | | | | | | | | | | | | | | |
| 152898 | | | | Kit 1/2 PP PRESSURE BIT 18 WINCH | | | | | | | | | | | | | | |
| 152899 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152900 | | | | Set Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152901 | | | | Kit 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 | | | | | | | | | | | | | | |
| 152902 | | | | Cord 1/2 100 FOOT PLAT WASHER | | | | | | | | | | | | | | |
| 152903 | | | | 1 1/2 # 1/2 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 152904 | | | | 1 1/2 #12 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 152905 | | | | Kit 1/2 PP PRESSURE BIT 18 WINCH | | | | | | | | | | | | | | |
| 75 - 9005 | | | | 1 inch - Green - 1 - inch WIRE PATCH | | | | | | | | | | | | | | |
| 152906 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152907 | | | | Wire 6 in Black 1/2 Inch 12 Gauge Handle Holes Actual 18 in 1/2 in 1/2 in | | | | | | | | | | | | | | |
| 152908 | | | | Set Up TOP SCREW | | | | | | | | | | | | | | |
| 152909 | | | | Kit 1/2 PP PRESSURE BIT 18 WINCH | | | | | | | | | | | | | | |
| 152910 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152911 | | | | Set Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152912 | | | | Kit 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 | | | | | | | | | | | | | | |
| 152913 | | | | Cord 1/2 100 FOOT PLAT WASHER | | | | | | | | | | | | | | |
| 152914 | | | | 1 1/2 # 1/2 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 152915 | | | | 1 1/2 #12 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 152916 | | | | Kit 1/2 PP PRESSURE BIT 18 WINCH | | | | | | | | | | | | | | |
| 75 - 9006 | | | | 1 inch - Green - 1 - inch WIRE PATCH | | | | | | | | | | | | | | |
| 152917 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152918 | | | | Wire 6 in Black 1/2 Inch 12 Gauge Handle Holes Actual 18 in 1/2 in 1/2 in | | | | | | | | | | | | | | |
| 152919 | | | | Set Up TOP SCREW | | | | | | | | | | | | | | |
| 152920 | | | | Kit 1/2 PP PRESSURE BIT 18 WINCH | | | | | | | | | | | | | | |
| 152921 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152922 | | | | Set Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152923 | | | | Kit 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 | | | | | | | | | | | | | | |
| 152924 | | | | Cord 1/2 100 FOOT PLAT WASHER | | | | | | | | | | | | | | |
| 152925 | | | | 1 1/2 # 1/2 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 152926 | | | | 1 1/2 #12 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 152927 | | | | Kit 1/2 PP PRESSURE BIT 18 WINCH | | | | | | | | | | | | | | |
| 75 - 9007 | | | | 1 inch - Green - 1 - inch WIRE PATCH | | | | | | | | | | | | | | |
| 152928 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152929 | | | | Wire 6 in Black 1/2 Inch 12 Gauge Handle Holes Actual 18 in 1/2 in 1/2 in | | | | | | | | | | | | | | |
| 152930 | | | | Set Up TOP SCREW | | | | | | | | | | | | | | |
| 152931 | | | | Kit 1/2 PP PRESSURE BIT 18 WINCH | | | | | | | | | | | | | | |
| 152932 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152933 | | | | Set Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152934 | | | | Kit 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 | | | | | | | | | | | | | | |
| 152935 | | | | Cord 1/2 100 FOOT PLAT WASHER | | | | | | | | | | | | | | |
| 152936 | | | | 1 1/2 # 1/2 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 152937 | | | | 1 1/2 #12 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 152938 | | | | Kit 1/2 PP PRESSURE BIT 18 WINCH | | | | | | | | | | | | | | |
| 75 - 9008 | | | | 1 inch - Green - 1 - inch WIRE PATCH | | | | | | | | | | | | | | |
| 152939 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152940 | | | | Wire 6 in Black 1/2 Inch 12 Gauge Handle Holes Actual 18 in 1/2 in 1/2 in | | | | | | | | | | | | | | |
| 152941 | | | | Set Up TOP SCREW | | | | | | | | | | | | | | |
| 152942 | | | | Kit 1/2 PP PRESSURE BIT 18 WINCH | | | | | | | | | | | | | | |
| 152943 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152944 | | | | Set Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152945 | | | | Kit 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 | | | | | | | | | | | | | | |
| 152946 | | | | Cord 1/2 100 FOOT PLAT WASHER | | | | | | | | | | | | | | |
| 152947 | | | | 1 1/2 # 1/2 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 152948 | | | | 1 1/2 #12 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 152949 | | | | Kit 1/2 PP PRESSURE BIT 18 WINCH | | | | | | | | | | | | | | |
| 75 - 9009 | | | | 1 inch - Green - 1 - inch WIRE PATCH | | | | | | | | | | | | | | |
| 152950 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152951 | | | | Wire 6 in Black 1/2 Inch 12 Gauge Handle Holes Actual 18 in 1/2 in 1/2 in | | | | | | | | | | | | | | |
| 152952 | | | | Set Up TOP SCREW | | | | | | | | | | | | | | |
| 152953 | | | | Kit 1/2 PP PRESSURE BIT 18 WINCH | | | | | | | | | | | | | | |
| 152954 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152955 | | | | Set Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152956 | | | | Kit 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 | | | | | | | | | | | | | | |
| 152957 | | | | Cord 1/2 100 FOOT PLAT WASHER | | | | | | | | | | | | | | |
| 152958 | | | | 1 1/2 # 1/2 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 152959 | | | | 1 1/2 #12 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 152960 | | | | Kit 1/2 PP PRESSURE BIT 18 WINCH | | | | | | | | | | | | | | |
| 75 - 9010 | | | | 1 inch - Green - 1 - inch WIRE PATCH | | | | | | | | | | | | | | |
| 152961 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152962 | | | | Wire 6 in Black 1/2 Inch 12 Gauge Handle Holes Actual 18 in 1/2 in 1/2 in | | | | | | | | | | | | | | |
| 152963 | | | | Set Up TOP SCREW | | | | | | | | | | | | | | |
| 152964 | | | | Kit 1/2 PP PRESSURE BIT 18 WINCH | | | | | | | | | | | | | | |
| 152965 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152966 | | | | Set Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152967 | | | | Kit 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 | | | | | | | | | | | | | | |
| 152968 | | | | Cord 1/2 100 FOOT PLAT WASHER | | | | | | | | | | | | | | |
| 152969 | | | | 1 1/2 # 1/2 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 152970 | | | | 1 1/2 #12 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 152971 | | | | Kit 1/2 PP PRESSURE BIT 18 WINCH | | | | | | | | | | | | | | |
| 75 - 9011 | | | | 1 inch - Green - 1 - inch WIRE PATCH | | | | | | | | | | | | | | |
| 152972 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152973 | | | | Wire 6 in Black 1/2 Inch 12 Gauge Handle Holes Actual 18 in 1/2 in 1/2 in | | | | | | | | | | | | | | |
| 152974 | | | | Set Up TOP SCREW | | | | | | | | | | | | | | |
| 152975 | | | | Kit 1/2 PP PRESSURE BIT 18 WINCH | | | | | | | | | | | | | | |
| 152976 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152977 | | | | Set Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152978 | | | | Kit 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 | | | | | | | | | | | | | | |
| 152979 | | | | Cord 1/2 100 FOOT PLAT WASHER | | | | | | | | | | | | | | |
| 152980 | | | | 1 1/2 # 1/2 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 152981 | | | | 1 1/2 #12 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 152982 | | | | Kit 1/2 PP PRESSURE BIT 18 WINCH | | | | | | | | | | | | | | |
| 75 - 9012 | | | | 1 inch - Green - 1 - inch WIRE PATCH | | | | | | | | | | | | | | |
| 152983 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152984 | | | | Wire 6 in Black 1/2 Inch 12 Gauge Handle Holes Actual 18 in 1/2 in 1/2 in | | | | | | | | | | | | | | |
| 152985 | | | | Set Up TOP SCREW | | | | | | | | | | | | | | |
| 152986 | | | | Kit 1/2 PP PRESSURE BIT 18 WINCH | | | | | | | | | | | | | | |
| 152987 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152988 | | | | Set Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152989 | | | | Kit 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 | | | | | | | | | | | | | | |
| 152990 | | | | Cord 1/2 100 FOOT PLAT WASHER | | | | | | | | | | | | | | |
| 152991 | | | | 1 1/2 # 1/2 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 152992 | | | | 1 1/2 #12 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 152993 | | | | Kit 1/2 PP PRESSURE BIT 18 WINCH | | | | | | | | | | | | | | |
| 75 - 9013 | | | | 1 inch - Green - 1 - inch WIRE PATCH | | | | | | | | | | | | | | |
| 152994 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152995 | | | | Wire 6 in Black 1/2 Inch 12 Gauge Handle Holes Actual 18 in 1/2 in 1/2 in | | | | | | | | | | | | | | |
| 152996 | | | | Set Up TOP SCREW | | | | | | | | | | | | | | |
| 152997 | | | | Kit 1/2 PP PRESSURE BIT 18 WINCH | | | | | | | | | | | | | | |
| 152998 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 152999 | | | | Set Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 153000 | | | | Kit 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 | | | | | | | | | | | | | | |
| 153001 | | | | Cord 1/2 100 FOOT PLAT WASHER | | | | | | | | | | | | | | |
| 153002 | | | | 1 1/2 # 1/2 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 153003 | | | | 1 1/2 #12 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 153004 | | | | Kit 1/2 PP PRESSURE BIT 18 WINCH | | | | | | | | | | | | | | |
| 75 - 9014 | | | | 1 inch - Green - 1 - inch WIRE PATCH | | | | | | | | | | | | | | |
| 153005 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 153006 | | | | Wire 6 in Black 1/2 Inch 12 Gauge Handle Holes Actual 18 in 1/2 in 1/2 in | | | | | | | | | | | | | | |
| 153007 | | | | Set Up TOP SCREW | | | | | | | | | | | | | | |
| 153008 | | | | Kit 1/2 PP PRESSURE BIT 18 WINCH | | | | | | | | | | | | | | |
| 153009 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 153010 | | | | Set Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 153011 | | | | Kit 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 | | | | | | | | | | | | | | |
| 153012 | | | | Cord 1/2 100 FOOT PLAT WASHER | | | | | | | | | | | | | | |
| 153013 | | | | 1 1/2 # 1/2 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 153014 | | | | 1 1/2 #12 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 153015 | | | | Kit 1/2 PP PRESSURE BIT 18 WINCH | | | | | | | | | | | | | | |
| 75 - 9015 | | | | 1 inch - Green - 1 - inch WIRE PATCH | | | | | | | | | | | | | | |
| 153016 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 153017 | | | | Wire 6 in Black 1/2 Inch 12 Gauge Handle Holes Actual 18 in 1/2 in 1/2 in | | | | | | | | | | | | | | |
| 153018 | | | | Set Up TOP SCREW | | | | | | | | | | | | | | |
| 153019 | | | | Kit 1/2 PP PRESSURE BIT 18 WINCH | | | | | | | | | | | | | | |
| 153020 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 153021 | | | | Set Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 153022 | | | | Kit 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 | | | | | | | | | | | | | | |
| 153023 | | | | Cord 1/2 100 FOOT PLAT WASHER | | | | | | | | | | | | | | |
| 153024 | | | | 1 1/2 # 1/2 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 153025 | | | | 1 1/2 #12 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 153026 | | | | Kit 1/2 PP PRESSURE BIT 18 WINCH | | | | | | | | | | | | | | |
| 75 - 9016 | | | | 1 inch - Green - 1 - inch WIRE PATCH | | | | | | | | | | | | | | |
| 153027 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 153028 | | | | Wire 6 in Black 1/2 Inch 12 Gauge Handle Holes Actual 18 in 1/2 in 1/2 in | | | | | | | | | | | | | | |
| 153029 | | | | Set Up TOP SCREW | | | | | | | | | | | | | | |
| 153030 | | | | Kit 1/2 PP PRESSURE BIT 18 WINCH | | | | | | | | | | | | | | |
| 153031 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 153032 | | | | Set Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 153033 | | | | Kit 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 | | | | | | | | | | | | | | |
| 153034 | | | | Cord 1/2 100 FOOT PLAT WASHER | | | | | | | | | | | | | | |
| 153035 | | | | 1 1/2 # 1/2 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 153036 | | | | 1 1/2 #12 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 153037 | | | | Kit 1/2 PP PRESSURE BIT 18 WINCH | | | | | | | | | | | | | | |
| 75 - 9017 | | | | 1 inch - Green - 1 - inch WIRE PATCH | | | | | | | | | | | | | | |
| 153038 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 153039 | | | | Wire 6 in Black 1/2 Inch 12 Gauge Handle Holes Actual 18 in 1/2 in 1/2 in | | | | | | | | | | | | | | |
| 153040 | | | | Set Up TOP SCREW | | | | | | | | | | | | | | |
| 153041 | | | | Kit 1/2 PP PRESSURE BIT 18 WINCH | | | | | | | | | | | | | | |
| 153042 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 153043 | | | | Set Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 153044 | | | | Kit 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 | | | | | | | | | | | | | | |
| 153045 | | | | Cord 1/2 100 FOOT PLAT WASHER | | | | | | | | | | | | | | |
| 153046 | | | | 1 1/2 # 1/2 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 153047 | | | | 1 1/2 #12 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 153048 | | | | Kit 1/2 PP PRESSURE BIT 18 WINCH | | | | | | | | | | | | | | |
| 75 - 9018 | | | | 1 inch - Green - 1 - inch WIRE PATCH | | | | | | | | | | | | | | |
| 153049 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 153050 | | | | Wire 6 in Black 1/2 Inch 12 Gauge Handle Holes Actual 18 in 1/2 in 1/2 in | | | | | | | | | | | | | | |
| 153051 | | | | Set Up TOP SCREW | | | | | | | | | | | | | | |
| 153052 | | | | Kit 1/2 PP PRESSURE BIT 18 WINCH | | | | | | | | | | | | | | |
| 153053 | | | | Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 153054 | | | | Set Cord 1/2 100 IN PINE WIRE NUT | | | | | | | | | | | | | | |
| 153055 | | | | Kit 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 - 1/2 - 1 | | | | | | | | | | | | | | |
| 153056 | | | | Cord 1/2 100 FOOT PLAT WASHER | | | | | | | | | | | | | | |
| 153057 | | | | 1 1/2 # 1/2 SELF-FEEDING SCREW | | | | | | | | | | | | | | |
| 153058 | | | | 1 1

| MANUFACTURER OR OTHER NAME | FIXED DISCOUNT OFF LIST PRICE | INDICATE WHAT THE DISCOUNT IS OFF (MANUFACTURER'S LIST PRICE, WHOLESALE PRICE, CATALOG, ETC.) |
|---|---|---|
| | | |
| | | |
| | | |

| CATEGORY | MANUFACTURER NAME | FIXED DISCOUNT OFF LIST PRICE | INDICATE WHAT THE DISCOUNT IS OFF (MANUFACTURER'S LIST PRICE, WHOLESALE PRICE, CATALOG, ETC.) |
|---|---|---|---|
| | | | |
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| | | | |

| SERVICE DESCRIPTION | RATE PER HOUR |
|---|---|
| | |
| | |
| | |

Additional Items to include in a National Market Basket

| CATEGORY | MANUFACTURER NAME | FIXED DISCOUNT OFF MANUFACTURERS PUBLISHED LIST PRICE |
|---|---|---|
| | | |
| | | |
| | | |

## RECEIPT OF ADDENDUM NO. -- ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name _W.W. Grainger, Inc. _____

Contact Person Ken White _____

Signature KenWhite _____ Date

_0624234_____

Crystal Wallace
Region 4 Education Service Center
Procurement Contract Specialist

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

# NOTICE TO OFFEROR

# ADDENDUM NO. 2

Solicitation Number 24-08

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services

This Addendum No. 2 amends the Request for Proposals (RFP) for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services ("**Addendum**"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("**Region 4 ESC**") requests proposals from qualified suppliers with the intent to enter into a Contract for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services. Addendum No. 2 is hereby issued as follows:

## CHANGES TO THE RFP

1. REMOVE APPENDIX E AND REPLACE WITH THE ATTACHED PRICING DOCUMENT. OFFEROR'S SHOULD USE THIS REVISED APPENDIX E, PROVIDED IN THIS ADDENDUM, AS PART OF THEIR RESPONSE.

*ALL OTHER ITEMS IN THE RFP SHALL REMAIN.*

## CLARIFICATION OF CHANGES

1. APPENDIX E IS BEING REPLACED THROUGH THIS ADDENDUM 2 TO UPDATE PREVIOUSLY LOCKED CELLS.

**ATTACHMENTS INCLUDED IN THIS ADDENDUM 2: APPENDIX E**

| OFFERO R ITEM NUMBER | OFFEROR ALTERNATE NUMBER | MANUFACTURER NAME | MANUFACTURER MODEL NUMBER | ITEM DESCRIPTION | ALTERNATE DESCRIPTION | SUPPLY CATEGORY | UNIT OF MEASURE (EACH, Face Value) | UNIT OF MEASURE (PACK, 1 eve Value) | INDICATE OTHER UNIT OF MEASURE ( f needed) | LIST PRICE | PERCENT DISCOUNT OFF LIST | NET UNIT PRICE | ALTERNATE UNIT OF MEASURE (EACH, 1 eve Value) | ALTERNATE UNIT OF MEASURE (PACK, 1 eve Value) | ALTERNATE INDICATE OTHER UNIT OF MEASURE ( f needed) | ALTERNATE LIST PRICE | ALTERNATE PERCENT DISCOUNT OFF LIST | ALTERNATE NET UNIT PRICE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 152780 | | | | 1/4 KEYSHEET SUNKEY FLA | | | | | | | | | | | | | | |
| 75006 | | | | 1/4 X 6D SEMI SELECT STUD | | | | | | | | | | | | | | |
| 152781 | | | | 1/4 - 20UNC - SLAVE PIN(C) thru SL | | | | | | | | | | | | | | |
| 152783 | | | | 5/16-18 x 2 1/2 SOCK BUTTON SHCS | | | | | | | | | | | | | | |
| 152784 | | | | 5/16-18UNC-2A x 1 1/2 SOCK BUTTON SHCS | | | | | | | | | | | | | | |
| 152785 | | | | 5/8 - 11 UNC - 2A x 1 1/2 SOCK BUTTON SHCS | | | | | | | | | | | | | | |
| 75007 | | | | 5/8-18 X 6 SEMI SELECT STUD | | | | | | | | | | | | | | |
| 152722 | | | | 7/8 WIDTH 150-135 CONCRETE SAW | | | | | | | | | | | | | | |
| 152786 | | | | 7/8 WIDTH 150-135 CONCRETE SAW | | | | | | | | | | | | | | |
| 152817 | | | | 7/8R 150-135 PATENT CONCRETE SAW | | | | | | | | | | | | | | |
| 147856 | | | | 8/32 COUNTERSINK BEND DIE SET 90 DE | | | | | | | | | | | | | | |
| 152787 | | | | 8-32 x 1/4 PHILLIPS BIN SCREW | | | | | | | | | | | | | | |
| 208807 | | | | 8/32 BEND DIE set 1/2 in W wide and x Rad. 7 32 Clearance .05 in to 1/2 in. Actual .15 x 1/2 in. Actual .15 1/2 in x .15 1/2 in | | | | | | | | | | | | | | |
| 152788 | | | | 8-32 x 3/8 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152812 | | | | 1/4 X 3 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152789 | | | | 1/4X1/2 HEX HEAD FLAT WASHER | | | | | | | | | | | | | | |
| 1006 | | | | 1/4 X TAP SCREW #2 PHASE Single | | | | | | | | | | | | | | |
| 152 45 | | | | 1/4 - 20 TAP SCREW #2 WIDTH 5/8 | | | | | | | | | | | | | | |
| 208824 | | | | 1/4X1 #2 WIDTH 5/8 DIA REV. PLATE SCR | | | | | | | | | | | | | | |
| 152813 | | | | 1/4X1 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152814 | | | | 1/4X1 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152790 | | | | 1/4X1 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152791 | | | | 1/4 X 2 PHILLIPS BIN SCREW | | | | | | | | | | | | | | |
| 152792 | | | | 1/4X2 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152793 | | | | 1/4X2 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152794 | | | | 1/4X3 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152795 | | | | 1/4X3 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152796 | | | | 1/4X4 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152797 | | | | 1/4X4 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152798 | | | | 1/4X5 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152799 | | | | 1/4X5 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152800 | | | | 1/4X6 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152801 | | | | 1/4X6 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152802 | | | | 1/4X7 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152803 | | | | 1/4X7 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152804 | | | | 1/4X8 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152805 | | | | 1/4X8 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152806 | | | | 1/4X9 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152807 | | | | 1/4X9 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152808 | | | | 1/4X10 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152809 | | | | 1/4X10 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152810 | | | | 1/4X11 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152811 | | | | 1/4X11 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 1008 | | | | 1/4X12 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152 46 | | | | 1/4X2 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152815 | | | | 1/4X3 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152816 | | | | 1/4X4 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152818 | | | | 1/4X5 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152819 | | | | 1/4X6 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152820 | | | | 1/4X7 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152821 | | | | 1/4X8 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152822 | | | | 1/4X9 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152823 | | | | 1/4X10 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152824 | | | | 1/4X11 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152825 | | | | 1/4X12 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152826 | | | | 1/4X2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152827 | | | | 1/4X3 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152828 | | | | 1/4X4 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152829 | | | | 1/4X5 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152830 | | | | 1/4X6 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152831 | | | | 1/4X7 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152832 | | | | 1/4X8 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152833 | | | | 1/4X9 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152834 | | | | 1/4X10 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152835 | | | | 1/4X11 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152836 | | | | 1/4X12 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152837 | | | | 1/4X2 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152838 | | | | 1/4X3 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152839 | | | | 1/4X4 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152840 | | | | 1/4X5 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152841 | | | | 1/4X6 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152842 | | | | 1/4X7 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152843 | | | | 1/4X8 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152844 | | | | 1/4X9 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152845 | | | | 1/4X10 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152846 | | | | 1/4X11 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152847 | | | | 1/4X12 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152848 | | | | 1/4X2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152849 | | | | 1/4X3 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152850 | | | | 1/4X4 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152851 | | | | 1/4X5 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152852 | | | | 1/4X6 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152853 | | | | 1/4X7 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152854 | | | | 1/4X8 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152855 | | | | 1/4X9 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152856 | | | | 1/4X10 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152857 | | | | 1/4X11 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152858 | | | | 1/4X12 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152859 | | | | 1/4X2 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152860 | | | | 1/4X3 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152861 | | | | 1/4X4 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152862 | | | | 1/4X5 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152863 | | | | 1/4X6 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152864 | | | | 1/4X7 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152865 | | | | 1/4X8 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152866 | | | | 1/4X9 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152867 | | | | 1/4X10 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152868 | | | | 1/4X11 1/2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152869 | | | | 1/4X12 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152870 | | | | 1/4X2 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 152871 | | | | 1/4X3 SLOT FLAT SCREW | | | | | | | | | | | | | | |
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| 153000 | | | | 1/4X11 SLOT FLAT SCREW | | | | | | | | | | | | | | |
| 153001 | | | | 1/4X12 SLOT FLAT SCREW | | | | | | | | | | | | | | |

| MANUFACTURER OR OTHER NAME | FIXED DISCOUNT OFF LIST PRICE | INDICATE WHAT THE DISCOUNT IS OFF (MANUFACTURER'S LIST PRICE, WHOLESALE PRICE, CATALOG, ETC.) |
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| CATEGORY | MANUFACTURER NAME | FIXED DISCOUNT OFF LIST PRICE | INDICATE WHAT THE DISCOUNT IS OFF (MANUFACTURER'S LIST PRICE, WHOLESALE PRICE, CATALOG, ETC.) |
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| SERVICE DESCRIPTION | RATE PER HOUR |
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| CATEGORY | MANUFACTURER NAME | FIXED DISCOUNT OFF MANUFACTURERS PUBLISHED LIST PRICE |
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## RECEIPT OF ADDENDUM NO. 2 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name _W.W. Grainger, Inc._____

Contact Person _Ken White_____

Signature Ken White_____

Date _062424_____

Crystal Wallace
Region 4 Education Service Center
Procurement Contract Specialist

*Appendix C, Doc #1*

**ACKNOWLEDGMENT AND ACCEPTANCE**

**OF REGION 4 ESC's OPEN RECORDS POLICY**

**OPEN RECORDS POLICY**

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information 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 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is 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 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).*

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

**X** We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)*

**In accordance with NOTICE TO OFFEROR, Solicitation Number 24-08 Request for Proposal ("RFP"), III. INSTRUCTIONS TO OFFERORS, Section 5. Open Records Policy, "Offeror must provide this information (sections of response exempt from disclosure) on the "Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy" (Appendix C, Doc #1). Please see confidential information exempt from disclosure at Attachment 1.**

Ken White

National Government Sales Manager — 062424

Authorized Signature & Title — Date

W.W. Grainger,
Inc. 100 Grainger Parkway
Lake Forest, IL 60045-5201
Tel: 847.535.1000
Fax: 847.535.9243
www.grainger.com

June 27, 2024

Submitted via upload to Appendix C, Doc #1 portal, www.region4esc.ionwave.net

RE: Solicitation Number 24-08 Request for Proposal by Region 4 Education Service Center ("ESC") for Maintenance, Repair and Operations Supplies, Equipment, and Related Products and Services, Appendix C, Doc #1, Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy and Confidential Disclosure

Dear: Region 4 ESC,

Through this letter, W.W. Grainger, Inc. ("Grainger") acknowledges and claims that portions of its response to Solicitation Number 24-08 Request for Proposal ("RFP") by Region 4 Education Service Center ("ESC") for Maintenance, Repair and Operations ("MRO") Supplies, Equipment, and Related Products and Services (please see attachment), are, in accordance with Region 4 ESC's Open Records Policy at RFP Appendix C, Doc #1, protected from disclosure under Tex. Gov't Code § 552.110 and § 552.1101.

**Information Excepted from Disclosure under Tex. Gov't Code § 552.110**

Under Tex. Gov't Code § 552.110(b), except as provided by Tex. Gov't Code § 552.0222 (disclosure of contracting information), information is excepted from disclosure if it is demonstrated based on specific factual evidence that the information is a trade secret. Trade secret is defined as:

> all forms and types of information, including business, scientific, technical, economic, or engineering information, and any formula, design, prototype, pattern, plan, compilation, program device, program, code, device, method, technique, process, procedure, financial data, or list of actual or potential customers or suppliers, whether tangible or intangible and whether or however stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if:
>
> (1) the owner of the trade secret has taken reasonable measures under the circumstances to keep the information secret; and
>
> (2) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure or use of the information.

Similarly, except as provided by Tex. Gov't Code § 552.0222, commercial or financial information as defined in Tex. Gov't Code § 552.1101, for which it is demonstrated based on specific factual evidence that disclosure would cause substantial competitive harm to the person from whom the information was obtained is excepted from disclosure. Tex. Gov't Code § 552.110(c).

Grainger has shared certain of its information that is comprised of Grainger's trade secret information and commercial or financial information, and this trade secret and commercial or financial information is excepted from disclosure under Tex. Gov't Code § 552.110.

## Trade Secret Information

The Attorney General's Public Information Handbook states:

> Prior open records decisions of the attorney general use the definition of "trade secret" from the Restatement of Torts, section 757 (1939). However, "trade secret" is now defined within section 552.110(a). Accordingly, analyses of section 552.110 must use the definition within section 552.110(a).
>
> … Open Records Decision No. 552 (1990), discussing the predecessor statute, noted that the attorney general is unable to resolve disputes of fact regarding the status of information as "trade secrets" and must rely upon the facts alleged or upon those facts that are discernible from the documents submitted for inspection. For this reason, the attorney general will accept a claim for exception as a trade secret when a prima facie case is made that the information in question constitutes a trade secret and no argument is made that rebuts that assertion as a matter of law.

Certain portions of Grainger's RFP responsive constitutes trade secret and confidential commercial and proprietary information maintained by Grainger with respect to which Grainger has taken reasonable measures under the circumstances to keep secret, specifically the identity and the contact information of its sales staff, its business references, organizational structure, business model, accomplishments, strategy, including strategic investments, initiatives, operational plans and functionalities, discounts and pricing methodology, processes, algorithms, system capabilities and weaknesses, reporting, and, its industry best practices and innovations (the "Trade Secret Information"). As described in further detail herein, Grainger, as the owner of the Trade Secret Information, has taken reasonable measures to keep the information secret; and the Trade Secret Information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, another person or business entity who can obtain economic value from the disclosure or use of the information, e.g., Grainger's competitors.

## Confidential Commercial and Proprietary Information

The Trade Secret Information also constitutes confidential commercial and proprietary information, disclosure of which would cause substantial competitive harm to Grainger. If the Trade Secret Information contained in Grainger's response to this RFP is made public, Grainger's competitive position in relation to its competitors would be substantially and negatively impacted.

Exceptions, relevant to the scenario at hand, from release of confidential and proprietary information are addressed in Tex. Gov't Code § 552.1101, wherein:

> (a) Except as provided by Tex. Gov't Code § 552.0222, information submitted to a governmental body by a vendor, contractor, potential vendor, or potential contractor in response to a request for a bid, proposal, or qualification is excepted from the requirements of Tex. Gov't Code § 552.021 if the vendor, contractor, potential vendor, or potential contractor that the information relates to demonstrates based on specific factual evidence that disclosure of the information would:
>
> (1) reveal an individual approach to:
>
> (A) work;
> (B) organizational structure;

(C) staffing;
(D) internal operations;
(E) processes; or
(F) discounts, pricing methodology, pricing per kilowatt hour, cost data, or other pricing information that will be used in future solicitation or bid documents; and

(2) give advantage to a competitor.

Based on Grainger's argument here and supporting information, and although narrative provided within Grainger's RFP may, individually appear in the public domain, collectively it does not. It is the collection and strategic presentation of RFP information that, if released, will give advantage to a Grainger competitor. To this end, Grainger claims that the Trade Secret Information included within its RFP falls within exceptions presented by Tex. Gov't Code § 552.110 and § 552.1101, and therefore, should not be disclosed.

**Conclusion**

If or as required in response to a third-party request for release of information within Grainger's RFP, identified page-by-page and line-by-line as exempt from disclosure, Grainger respectfully requests that the Attorney General confirm that the Trade Secret Information contained and identified within this RFP is not subject to disclosure under Tex. Gov't Code § 552.110 and § 552.1101.

Should you have questions or would like to discuss any aspect of our clarifications and exceptions in greater detail, please contact me.

Sincerely,

Ken White
Senior National Government Sales Manager
720-988-7669
ken.white@grainger.com

In accordance with NOTICE TO OFFEROR, Solicitation Number 24-08 Request for Proposal ("RFP"), III. INSTRUCTIONS TO OFFERORS, Section 5. Open Records Policy, "Offeror must provide this information (sections of response exempt from disclosure) on the "Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy" (Appendix C, Doc #1). Please see confidential information exempt from disclosure below.

**Response to questions under Attributes Tab.**

Response to question 6, all narrative.

Response to question 7, all narrative.

Response to question 8, all narrative.

Response to question 9, all narrative.

Response to question 10, all narrative.

Response to question 11, all narrative.

Response to question 12, all narrative.

Response to question 13, all narrative.

Response to question 14, all narrative.

Response to question 15, all narrative.

Response to question 16, all narrative.

Response to question 21, all narrative.

Response to question 22, all narrative.

Response to question 23, all narrative.

Response to question 24, all narrative.

Response to question 25, all narrative.

Response to question 26, all narrative.

Response to question 27, all narrative.

Response to question 28, all narrative.

Response to question 29, all narrative.

Response to question 30, all narrative.

Response to question 31, all narrative.

Response to question 32, all narrative.

Response to question 33, all narrative.

Response to question 34, all narrative.

Response to question 35, last section.

Response to question 36, all narrative.

Response to question 37, all narrative.

Response to question 38, all narrative.

Response to question 39, all narrative following first sentence.

Response to question 40, all narrative following first sentence.

Response to question 41, all narrative following first sentence.

Response to question 43, all narrative.

Response to question 48, all narrative.

Response to question 49, all narrative.

Response to question 50, all narrative.

Response to question 64, all narrative following first sentence.

Response to question 65, all narrative.

Response to question 68, all narrative.

Response to question 69, all narrative following first sentence.

Response to question 71, all narrative.

Response to question 72, all narrative.

Response to question 74, all narrative following first sentence.

Response to question 75, all narrative.

Response to question 76, all narrative.

Response to question 80, all narrative following first sentence.

Response to question 81, all narrative.

Response to question 82, all narrative.

Response to question 83, all narrative.

Response to question 84, all narrative following first sentence.

Response to question 85, all narrative.

Response to question 90, all narrative.

*Appendix C, Doc #2*

**ANTITRUST CERTIFICATION STATEMENTS**
**(Tex. Government Code § 2155.005)**
Attorney General Form

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.

**Company** W.W. Grainger, Inc.

**Address** 100 Grainger Parkway
Lake Forest, IL 60045

**Phone** 800-472-4643 - toll free

**Fax** NA

**Contact**

**Signature**

Ken White
**Printed Name**
National Government Sales Manager
**Position with Company**

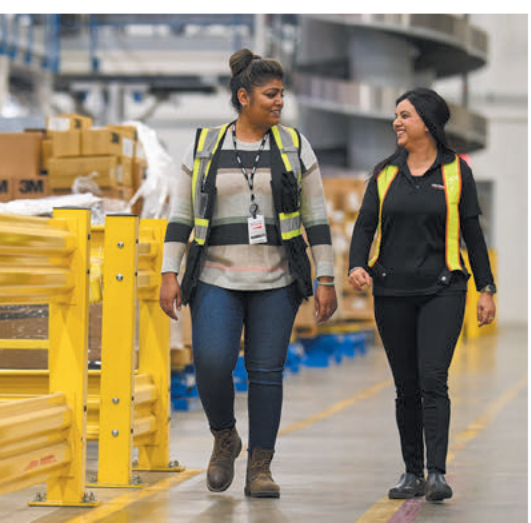
**Official Authorizing Proposal**

**Signature**

Ken White
**Printed Name**
National Government Sales Manager
**Position with Company**

GRAINGER®

# 2023
## Annual Report



## About Us

W.W. Grainger, Inc., is a leading broad line distributor with operations primarily in North America, Japan and the United Kingdom. At Grainger, We Keep The World Working® by serving more than 4.5 million customers worldwide with products delivered through innovative technology and deep customer relationships. With 2023 sales of $16.5 billion, the Company operates two business models. In the High-Touch Solutions segment, Grainger offers approximately 2 million maintenance, repair and operating (MRO) products and services, including technical support and inventory management. In the Endless Assortment segment, Zoro.com offers customers access to more than 13 million products, and MonotaRO.com offers more than 22 million products. For more information, visit www.grainger.com.

## 2023 Financial Summary

During the year, the Company continued to drive strategy forward by remaining focused on what matters most—providing our customers with a great experience and exceptional service. The result of this focus delivered record sales and earnings for the year.

| | High-Touch Solutions N.A. | Endless Assortment | Other[1] | Total Company |
|---|---|---|---|---|
| Revenue | $13.3B | $2.9B | $0.3B | $16.5B |
| *Daily sales growth[2]* | *9.3%* | *5.1%* | *14.1%* | *8.6%* |
| *Daily, organic constant currency sales growth[2]* | *9.4%* | *10.4%* | *13.5%* | *9.5%* |
| Adjusted Operating Margin[2] | 17.8% | 8.0% | (0.8)% | 15.7% |
| Adjusted ROIC[2] | — | — | — | 42.8% |

[1] Grainger's businesses reported in 'Other' do not meet the criteria of a reportable segment. Includes the Cromwell business in the U.K.

[2] Reconciliations of the non-GAAP measures referenced in the table above to the most directly comparable GAAP measures are provide on page 82 of this report.

More than **26,000** team members

More than **4.5 million** active customers

**52** consecutive years of dividend increases

**$16.5 billion** in sales in 2023

**>30 million** products offered globally

More than **5,000** primary suppliers

**$1.2 billion** returned to Grainger shareholders through dividends and share repurchases

Grainger's common stock is listed on the New York Stock Exchange under the trading symbol **GWW**

## Our Purpose

# We Keep The World Working®

SM

## Our Aspiration

We relentlessly expand our leadership position by being the go-to partner for people who build and run safe, sustainable and productive operations.

## Our Strategy

### High-Touch Solutions model

We deliver compelling value-added MRO solutions through our teams of specialists and curated digital experiences.

- Advantaged MRO solutions
- Differentiated sales and services
- Unparalleled customer service

### Endless Assortment model

We make business supply purchasing remarkably easy through a streamlined and transparent online relationship that provides access to everything a customer needs.

- Expansive product assortment
- Innovative customer acquisition and retention capabilities

## Our Principles

The following principles are at the heart of how we work – with one another, our customers, suppliers and communities.

- Start with the customer
- Act with intent
- Win as one team
- Embrace curiosity
- Compete with urgency
- Invest in our success
- Do the right thing

## The Grainger Edge

## Grainger Shareholders:

**D.G. Macpherson**
Chairman of the Board and
Chief Executive Officer

At Grainger, we believe our success is measured by the positive impact we have on our customers, communities and team members. That is why our purpose, We Keep The World Working,® is embedded in everything we do – it shapes our decisions, fuels our performance and inspires our more than 26,000 team members each day.

In 2023, the Grainger Team strengthened our operational and service advantage in both the High-Touch Solutions and Endless Assortment segments and once again showed that we can deliver strong results which include:

- Delivered daily sales growth of 8.6% (9.5% in daily, organic constant currency)
- Outgrew the U.S. maintenance, repair and operating (MRO) market by approximately 525 basis points in the High-Touch Solutions U.S. business
- Increased registered users by 14% in the total Endless Assortment model
- Expanded operating margins by 130 basis points to 15.7%
- Produced adjusted ROIC of 42.8%, up more than 200 basis points versus prior year
- Generated record operating cash flow of more than $2.0 billion
- Returned $1.2 billion to shareholders through dividends and share repurchases

While proud of what we accomplished in 2023, we remain committed to winning for the long term.

Over the past few years, we've set out to accelerate our investments in supply chain capacity and technology to further strengthen our competitive advantage. The expansion of our supply chain network, including the recently announced distribution centers in Oregon and Texas as well as three new bulk warehouses, will contribute an additional 3.5 million square feet to the U.S. network – a more than 35% increase from the start of the year. This expansion enhances our operational efficiency and supports our ability to meet the evolving needs of our customers.

In addition to our supply chain expansion, we continue to build key technology infrastructure capabilities focused on two main domains that affect the customer experience: 1. Product Information Management, knowing our products better than anyone else, and 2. Customer Information Management, knowing our customers better than anyone else. These assets store, codify and scale our data, allowing us to leverage our deep product knowledge and understanding of the customer to enhance

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

# NOTICE TO OFFEROR

## Solicitation Number 24-08

## Request for Proposal ("RFP")

## by

## Region 4 Education Service Center ("ESC")

## for

## Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services

## SUBMITTAL DEADLINE: Thursday, June 27, 2024, 2:00 PM CENTRAL TIME

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system Ion Wave Technologies, Inc. at www.region4esc.ionwave.net. No hardcopies, email, or fax responses will be accepted.

Questions regarding this RFP must be submitted electronically using www.region4esc.ionwave.net no later than May 31, 2024. All questions and answers will be available at region4esc.ionwave.net. Offerors are responsible for viewing Ion Wave Technologies, Inc. to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

VIRTUAL NON-MANDATORY PRE-PROPOSAL CONFERENCE
Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Business Operations Specialist, which will be held on May 30, 2024 at 10:00 am CST via Zoom Meeting at https://esc4.zoom.us/j/97944602431.

The purpose of this conference is to clarify the contents of this RFP in order to prevent any misunderstanding of Region 4 ESC's position. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to Region 4 ESC at this conference. Region 4 ESC will then determine the appropriate action necessary, if any, and may issue a written addendum to the RFP. Oral statements or instructions will not constitute an addendum to this RFP.

Publication Date: May 15, 2024

## I. SCOPE OF WORK

Region 4 Education Service Center ("**Region 4 ESC**") requests proposals from qualified suppliers with the intent to enter into a Contract for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services. Region 4 ESC is seeking a provider that has the depth, breadth and quality of resources necessary to complete all phases of the Contract. Awarded Offeror(s) shall deliver products and services under the terms of this agreement. While this solicitation specifically covers Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services, each awarded Offeror may offer their complete product and service offering, or balance of line. Region 4 ESC reserves the right to accept or reject any or all balance of line items offered.

Region 4 ESC is an education service center established by the Texas Legislature in 1967 to assist school districts and charter schools in improving efficiencies. Region 4 serves a seven-county area comprised of 47 public school districts and 40 open-enrollment charter schools, representing more than 1.2 million students, 105,000 educators and 1,500 campuses. Through cooperative contracts Region 4 ESC extends the opportunity to operate more efficiently and economically to agencies nationwide through OMNIA Partners (see below).

The Contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although the awarded Offeror(s) may restrict sales to certain public units (for example, state agencies or local government units), any proposal that prohibits sales from being made to public school districts may not be considered. Sales without restriction are preferred. These types of contracts are commonly referred to as being "piggybackable."

The anticipated full term of the contract is five (5) years. The Successful Offeror(s) shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five years. Any local agreements, project agreements, or maintenance agreements executed against resulting Master Agreement(s) during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by the Successful Offeror(s) and Participating Public Agencies.

NATIONAL CONTRACT

It is the intention of Region 4 ESC to establish a contract with a highly qualified offeror(s) for **Maintenance, Repair and Operations (MRO) Supplies, Equipment and Related Products and Supplies** on a national level. Offeror(s) shall, at the request of Region 4 ESC, provide these covered products and associated services under the terms of this RFP and the CONTRACT TERMS AND CONDITONS.

Region 4 ESC, as the Principal Procurement Agency, defined in Exhibit D, has partnered with OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**") to make the resultant contract (also known as the "**Master Agreement**" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entitles, non-profit entities, and agencies for the public benefit (**"Public Agencies**"), through OMNIA Partners' cooperative purchasing program. Region 4 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use

of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "**Participating Public Agency**") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Purchasing Cooperative Agreement, a form of which is attached hereto on Exhibit D, or as otherwise agreed to. Exhibit D contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners' public sector subsidiaries and affiliates, our participants have access to competitively solicited and publicly awarded cooperative agreements. For all public sector contracts, the lead agency contracting process continues to be the foundation on which we were established. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (Exhibit D).

While no minimum volume is guaranteed to the Contractor, the estimated annual volume of Maintenance, Repair and Operations (MRO) Supplies, Equipment and Related Products and Services purchased under the Master Agreement through OMNIA Partners is approximately $350 Million. This projection is based on the current annual volumes among Region 4 ESC, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.

Customer Support

Contractor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff and Participating Agencies. Contractor shall respond to such requests within one (1) working day after receipt of the request.

## II. CALENDAR OF EVENTS (ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE):

| Event | Date |
|---|---|
| Issue RFP | May 15, 2024 |
| Pre-proposal Conference | May 30, 2024 at 10:00 am |
| Deadline for receipt of questions via email | May 31, 2024 EOB through IonWave |
| Issue Addenda (if required) | June 7, 2024 |
| Proposal Due Date | June 27, 2024 at 2:00 pm |
| Approval from Region 4 ESC | August 27, 2024 |
| Contract Effective Date | September 1, 2024 |

## III. INSTRUCTIONS TO OFFERORS

1. Key Definitions
   **Contract:** The legal agreement executed between Region 4 ESC and the awarded Offeror. A draft of the Contract is provided as Appendix A.
   **Contractor:** Any provider or seller of goods or services who, as a result of the competitive solicitation process, is awarded a Contract by Region 4 ESC.
   **Days:** calendar days
   **Offeror:** A supplier submitting a proposal in response to a solicitation.

2. Restricted and Prohibited Communications with Region 4 ESC: During the period between the date Region 4 ESC issues this RFP and the selection of the Contractor by Region 4 ESC, if any, Offerors shall restrict all contact with Region 4 ESC and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the individual identified above in section "Inquiries and Discrepancies" in the specified manner. Do not contact members of the Board of Directors, other employees of Region 4 ESC or any of Region 4 ESC's agents or administrators. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Offeror.

   The communications prohibition shall terminate when the Contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and the Contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall continue. Additionally, during the time period between the award of the Contract by the Board of Directors and the execution of the Contract, Offerors shall not engage in any prohibited communications as described in this section.

   Prohibited communications includes direct contact, discussion, or promotion of any Offeror's response with any member of Region 4 ESC's Board of Directors or employees except for communications with Region 4 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Offerors, assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding this RFP are prohibited:

   - Communications between a potential Offeror, Offeror, their lobbyist or consultant and any member of Region 4 ESC's Board of Directors;

- Communications between any Region 4 ESC Director and any member of a selection or evaluation committee; and
- Communications between any Region 4 ESC Director and administrator or employee.

The communications prohibition shall not apply to the following:

- Communications with Region 4 ESC's purchasing staff specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 4 ESC, with Region 4 ESC's legal counsel; and
- Presentations made to the Board of Directors during any duly noticed public meeting.

Nothing contained herein shall prohibit any person or entity from publicly addressing Region 4 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP or in connection with a presentation requested by Region 4 ESC's representatives.

3. Current products: Proposals shall be for new materials and equipment in current production and marketed to the general public, education and government agencies at the time the proposal is submitted.

4. Additional Agreements: If an Offeror requires additional agreements. i.e. master service agreement, end user licensing agreement, etc. a copy of the proposed agreement must be included with proposal. Any additional agreements provided by the Offeror are complimentary to the terms and conditions stated herein are for the use of Participating Agencies and shall not replace Appendix A

5. Open Records Policy: Proposals submitted in response to this RFP become a matter of public record subject to release after Contracts are executed. If an Offeror believes its response, or parts of its response, may be exempt from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy" (Appendix C, Doc #1). Any unmarked information will be considered public information and released, if requested under the Public Information Act. Price is not confidential and will not be withheld.

   The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror or Contractor. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information. After completion of award, these documents will be available for public inspection.

6. Disclosures: By signing the Offer and Contract Signature Form, Offeror affirms:

   a) Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor

or service to a public servant in connection with this proposal and any subsequent Contract.

Offerors must include a complete description of any and all relationships that might be considered a conflict of interest in doing business with Region 4 ESC.

b) To the best of Offeror's knowledge, the proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other Offerors or potential Offerors in the award of a Contract resulting from this RFP.

c) Offeror is not currently delinquent in the payment of any franchise taxes.

d) The individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

7. Waiver: By submitting a proposal, Offeror expressly agrees to waive any claim it has or may have against Region 4 ESC, its directors, officers, its trustees, or agents arising out of or in connection with (1) the administration, evaluation, recommendation of any proposal; (2) any requirements under the solicitation, proposal package, or related documents; (3) the rejection of any proposal or any part of any proposal; and/or (4) the award of a Contract, if any.

   Region 4 ESC shall not be responsible or liable for any costs incurred by Offerors or the successful Offeror in connection with responding to the RFP, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a Contract, or any other expenses incurred by an Offeror. The Offeror is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by Region 4 ESC.

8. Conditions of Submitting Proposal: Submission of a proposal confers no right on an Offeror to an award or Contract. Region 4 ESC, in its sole discretion and for any reason or no reason, reserves the rights to reject any or all proposals, accept only a part of any proposal, accept the proposal deemed most advantageous to Region 4 ESC, and waive any technicalities. The issuance of this RFP does not obligate Region 4 ESC to make an award or negotiate or execute a Contract. Prior to submission due date and time, Region 4 ESC reserves the right to amend the terms and provisions of the RFP, extend the deadline for submission of proposals, or withdraw the RFP entirely for any reason solely at Region 4 ESC's discretion. A proposal may be rejected if it fails to meet any requirement of this RFP.

9. Amendment of Proposal: A proposal may be amended prior to the time of opening by submitting a sealed letter to the location indicated on the front page of this solicitation.

10. Withdrawal of Proposals: Withdrawal of proposals prior to the opening date can be made within the electronic bidding system. Telephonic or oral withdrawals shall not be considered. After the opening date consideration may be given in cases where Offeror advises that it made a clerical error that is substantially lower than it intended. In such case, Offeror must provide written notice of their desire to withdraw, along with supporting documents, within 3 business days of receiving the acceptance letter or of being requested by Region 4 ESC for clarification of the proposal, whichever is later. Any Contract entered into prior to Region 4 ESC receiving notice must be honored. No Offeror should assume their withdrawal request

has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

11. Offer and Acceptance Period: In order to allow for an adequate evaluation, Region 4 ESC requires a proposal in response to this RFP to be valid and irrevocable for one-hundred twenty (120) days after the proposal due date and time.

12. Non-Responsive Proposals: All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the Contract, and the Offeror shall receive notice of the non-award of its proposal.

13. Discussions: Region 4 ESC reserves the right to conduct discussion with Offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify a proposal and assure full understanding of, and responsiveness to, the RFP requirements.

14. Negotiations: In the event Region 4 ESC decides to conduct negotiations, exclusive or concurrent negotiations may be conducted with Offerors reasonably susceptible for award. During the course of negotiations, no Offeror's proposal, including pricing, shall be revealed to any other Offeror or to any other person who is not involved with the evaluation process. Exclusive or concurrent negotiations shall not constitute a Contract award, nor shall it confer any property rights to the successful Offeror. In the event Region 4 ESC deems negotiations are not progressing, Region 4 ESC may formally terminate these negotiations and may enter into subsequent exclusive or concurrent negotiations with the next most qualified Offeror(s).

15. Best and Final Offer: Region 4 ESC, in its sole discretion, may request Offerors reasonably susceptible for award to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior submission will be considered its Best and Final Offer.

16. Specifications: When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Offeror must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members. References to manufacturer's specifications ("Design Guides"), when used by Region 4 ESC, are to be considered informative to give the Offeror information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 4 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Offerors should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.

17. Quality of Materials or Services: Offeror shall state the brand name and number of the materials being provided. If none is indicated, it is understood that the Offeror is proposing the exact brand name and number specified or mentioned in the solicitation. However, unless specifically stated otherwise, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.

18. Samples: Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show the sample does not comply with solicitation requirements. Submissions may no longer be considered for failing to submit samples as requested.

19. Formation of Contract: A response to this solicitation is an offer to contract with Region 4 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a Contract until it is awarded by Region 4 ESC. A Contract is formed when Region 4 ESC's board signs the Offer and Contract Signature Form. The signed Offer and Contract Signature Form provided with the RFP response eliminates the need for a formal signing process.

20. Multiple Awards: Region 4 ESC reserves the right to award Contract(s) to multiple Offerors. The decision to award multiple Contracts, award only one Contract, or to make no awards rests solely with Region 4 ESC.

21. Non-Exclusive: Any Contract resulting from this solicitation shall be awarded with the understanding and agreement it is for the sole convenience and benefit of Region 4 ESC. Region 4 ESC reserves the right to obtain like goods and services from other sources.

22. Protest Procedure: Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. Protests shall be filed with Jorgannie Carter, Chief Financial Officer, Finance and Operations Services, and sent to the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092. Protests shall include the following:

    a) Name, address and telephone number of protester;
    b) Original signature of protester or its representative;
    c) Identification of the solicitation by RFP number;
    d) Detailed statement of legal and factual grounds including copies of relevant documents; and
    e) the form of relief requested.

    Any protest review and action shall be considered final with no further formalities being considered.

## IV. PRODUCT/SERVICES SPECIFICATION

1. The scope of this RFP shall include but is not limited to the following Product Categories:

    - Adhesives, Sealants and Tape
    - Air Filters
    - Appliances
    - Building Materials
    - Cabinets, Countertops and Related Materials
    - Cleaning Equipment and Supplies
    - Electrical Supplies and Equipment
    - Emergency Preparedness
    - Fasteners, Hardware, Hand Tools
    - General Maintenance Supplies
    - Green/Sustainable Products
    - HVAC Supplies
    - Ice Machines and Refrigeration
    - Irrigation Equipment and Supplies
    - Janitorial Supplies
    - Landscaping Supplies
    - Lighting, Ballasts, and Bulbs
    - Lubricants, Sealants and Paint
    - Machine and Cutting Tools
    - Material Handling and Storage Supplies
    - Measuring Tools and Test Instruments
    - Motors, Pumps
    - Outdoor Garden Supplies and Equipment
    - Paint, Equipment and Supplies
    - Plumbing Supplies
    - Pneumatic Tools
    - Power Tools and Accessories
    - Raw Materials
    - Safety and Security Related Items
    - Swimming Pool Chemicals
    - Tools (General Purpose and Machine)
    - Window Treatments
    - Services (Installation, Glass Cutting, Rental, Etc.)
    - Welding and Soldering
    - Other Related Categories

2. **Supplies/Balance of Line**

   Offerors are encouraged to offer everything in their entire catalogue that falls within the scope of MRO Products and Services. All products offered shall be new, unused and of the latest design and technology.

3. **Related Services**

   Offerors should submit auditable pricing for any and all related products and services offered.

4. **Training and Education**

   Offerors should have the ability to provide on-site and/or online training and education programs/seminars.

5. **Other Services**

   Offerors should include other value-add services not included in the above categories including trade-ins, leasing, financing and include the pricing structure for each of these items.

6. **Ordering Capabilities**

   a) The Successful Offeror(s) shall provide an electronic on-line catalogue and have a fully operational website that enables on-line ordering by the individual Participating Public Agencies. Features shall include product lookup that indicates Region 4 ESC contract price, ability to set purchasing authorization limits, and ability to download order invoice history reports.

   b) The Successful Offeror(s) shall have items either delivered to the customer's jobsite or available for pickup at the closest Supplier Retail location.

## V. PRICING – ELECTRONIC PRICE LISTS

1. Market Basket – Provides for the deepest discounts, as listed on the category discount sheet on a variety of products to Reqion 4 and Participating Public Agencies. Products in this list represent the largest annual spend in terms of dollars and/or highest volume in terms of quantity. Pricing for Market Basket items shall be available to all Participating Public Agencies. The Market Basket is included as Appendix E. Offerors do not need to be able to provide every item listed in the Market Basket if they are do not carry it.
2. Functional Alternatives – Items provided by the Offeror that can be substitutes for the corresponding item on the Market Basket which might provide better value but meet the same need. Items in the Functional Alternatives section of the price page will be evaluated as value-add items for the National Program. Pricing for Functional Alternatives shall be provided to all Participating Public Agencies.
3. Customized Core List by Agency (Individual and Regional Core Lists) – In addition to the Core List, Offerors may provide customized core list to agencies. Participating Public Agencies may also request to create their own customized core list.

4. Category Discounts **–** Offerors shall offer pricing for products based on a discount off a price list specified, *i.e*. wholesale price; catalog; retail POS for each category with limited exceptions specifically identified in each price file. Discounts for each category are to be indicated on the Category Discount tab of Appendix E.

5. Additional Discounts **–** Offerors are encouraged to provide additional discounts for one-time delivery of large single orders to Region 4 ESC and Participating Public Agencies. Region 4 ESC intends, and Participating Public Agencies should seek, to negotiate additional price concessions based on quantity purchases of any products offered under the contract.

6. Special Offers/Promotions – In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

7. Federal Funding Pricing – Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may used, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

## VI. EVALUATION PROCESS AND CRITERIA

1. A committee will review and evaluate all responses and make a recommendation for award of Contract(s). The recommendation for Contract awards will be based on the predetermined criteria factors outlined in this section, where each factor is assigned a point value based on its importance. In evaluating the responses, the following predetermined criteria is considered:

   a) Products/Pricing (40 Points)
   b) Performance Capability (30 Points)
   c) Qualification and Experience (20 Points)
   d) Value Add (10 Points)

2. Offeror's proposal should, at a minimum, include the following for Region 4 ESC's evaluation:

   **a) Products/Pricing**

   i. Complete Appendix E, that includes the Market Basket and Category Discounts as described under the Pricing – Electronic Price Lists section of I. Scope of Work. Include Functional Alternatives, also described under the Pricing – Electronic Price Lists section of I. Scope of Work, as applicable.

   ii. For additional product and services outside the Market Basket, Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the

different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.

iii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: *(if applicable)*

- Manufacturer or other part #
- Offeror's Part # (if different from manufacturer or other part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

iv. Is pricing available for all products and services?

v. Describe any shipping and/or delivery charges including the methodology for when said charges will be calculated for (1) orders placed on the Offerors website; (2) orders picked up at the retail store/storefront location; (3) orders delivered by supplier employees.

vi. Provide pricing for warranties on all products and services.

vii. Describe any return and restocking fees.

viii. Describe any installation charges and when they are applicable.

ix. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

x. Describe how customers verify they are receiving Contract pricing.

xi. Describe invoicing process. Include payment terms and acceptable methods of payment outlining any associated fees pertaining to credit card/p-cards.

xii. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

xiii. Describe how future product introductions will be priced and align with Contract pricing proposed.

xiv. Provide any additional information relevant to this section.

xv. <u>Not to Exceed Pricing</u>. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

xvi. <u>Proposed category discounts should remain the same for at least a minimum of the first 12 months after the contract award</u>. All pricing must be verifiable and auditable from the date of the contract award.

**b) Performance Capability**

i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement by providing a redlined copy of Appendix D, Exhibit B, OMNIA Partners Administration Agreement.

iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

iv. Describe how Offeror responds to emergency orders.

v. What is Offeror's average Fill Rate?

vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

vii. Describe Offeror's return and restocking policy.

viii. Describe Offeror's ability to meet service and warranty needs.

ix. Describe Offeror's ability to provide on-site and/or online training and education programs/seminars.

x. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

xi. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

xii. Describe Offeror's contract implementation/customer transition plan.

xiii. Describe the financial condition of Offeror.

xiv. Describe Offeror's ordering capabilities for Participating Public Agencies. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality including the following features: product lookup, ability to set authorization limits, and ability to download order invoice history reports.

xv. Describe the Offeror's safety record.

xvi. Provide any additional information relevant to this section.

**c) Qualification and Experience**

i. Provide a brief history of the Offeror, including year it was established and corporate office location.
ii. Describe Offeror's reputation in the marketplace.
iii. Describe Offeror's reputation of products and services in the marketplace.
iv. Describe if distributors/dealers/resellers/subsidiaries/partners ("affiliates") will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract. Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates. Offerors who use authorized affiliates are responsible for ensuring authorized affiliates are performing in accordance with the contract.
v. Describe the experience and qualification of key employees.
vi. Describe Offeror's experience working with the government sector.
vii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.
viii. Indicate if Offeror is licensed to do business in all 50 states.
ix. Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.
x. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.
xi. Provide any additional information relevant to this section.

**d) Value Add**

i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

3. Competitive Range: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.

4. Past Performance: An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.

5. Additional Investigations: Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

## ***APPENDIX A***

## ***DRAFT CONTRACT***

*This Contract ("**Contract**") is made as of _____, 202X by and between _____ _____ ("**Contractor**") and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of _____("the products and services").*

## RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number _____ for _____ ("RFP"), to which Contractor provided a response ("**Proposal**"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

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

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The initial term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. Notwithstanding the forgoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

      i. Providing material that does not meet the specifications of the Contract;
      ii. Providing work or material was not awarded under the Contract;
      iii. Failing to adequately perform the services set forth in the scope of work and specifications;

iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

    Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC

shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

## OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, 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.

Company Name _____

Address _____

City/State/Zip _____

Telephone No. _____

Email Address _____

Printed Name _____

Title _____

Authorized signature _____

**Accepted by Region 4 ESC:**

Contract No. _____

Initial Contract Term _____ to _____

_____ _____

Region 4 ESC Authorized Board Member Date

_____

Print Name

_____ _____

Region 4 ESC Authorized Board Member Date

_____

Print Name

## Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

**Check one of the following responses:**

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☐ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

| Section/Page | Term, Condition, or Specification | Exception/Proposed Modification | Accepted (For Region 4 ESC's use) |
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## Appendix C
*ADDITIONAL REQUIRED DOCUMENTS*

DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)

DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)

DOC #4 Texas Government Code 2270 Verification Form

*Appendix C, Doc #1*

## ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC's OPEN RECORDS POLICY

### OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information 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 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is 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 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).*

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

**X** We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)*

National Government Sales Manager
Authorized Signature & Title

062424
Date

**ANTITRUST CERTIFICATION STATEMENTS**
**(Tex. Government Code § 2155.005)**
Attorney General Form

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.

**Company** W.W. Grainger, Inc.

**Address** 100 Grainger Parkway
Lake Forest, IL 60045

**Phone** 800-472-4643 - toll free

**Fax** NA

**Contact**

**Signature**

Ken White
**Printed Name**
National Government Sales Manager
**Position with Company**

**Official Authorizing Proposal**

**Signature**

Ken White
**Printed Name**
National Government Sales Manager
**Position with Company**

## 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 made 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. 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. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

**Electronic Filing Application:** https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

**Frequently Asked Questions:**
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

**Changes to Form 1295:** https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

*Appendix C, DOC # 4*

**Texas Government Code 2270 Verification Form**

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Ken White, as an authorized representative of

W.W. Grainger, Inc., a contractor engaged by
Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Ken White
Signature of Named Authorized Company Representative

062424
Date

APPENDIX D

**Requirements for National Cooperative Contract To Be Administered by OMNIA Partners**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

## 1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

### 1.1 Requirement

Region 4 ESC (hereinafter defined and referred to as "**Principal Procurement Agency**"), on behalf of itself and OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**"), is requesting proposals for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("**Master Agreement**") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

## 1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls

B. Joint sales calls

C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

## 1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $350M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

## 1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery,

diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

### 1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

## 2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

### 2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

### 2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

### 2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

## 3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

### 3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

B. Total number and location of salespersons employed by Supplier.

C. Number and location of support centers (if applicable) and location of corporate office.

D. Annual sales for the three previous fiscal years.

a. Submit FEIN and Dunn & Bradstreet report.

E. Describe any green or environmental initiatives or policies.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☐ No

If yes, list certifying agency: _____

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

☐ Yes ☐ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☐ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☐ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☐ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

### 3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

### 3.3 Marketing and Sales

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

   i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

   ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

   i. Creation and distribution of a co-branded press release to trade publications

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by

OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
ii. Best government pricing
iii. No cost to participate
iv. Non-exclusive

G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement
ii. Working knowledge of the solicitation process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
iv. Knowledge of benefits of the use of cooperative contracts

H. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

**Exhibit B**
**Administration Agreement, Example**

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## ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this ___ day of _____ 20__, between OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**"), and _____ ("**Supplier**").

## RECITALS

**WHEREAS**, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

**WHEREAS**, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

**WHEREAS**, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

**WHEREAS**, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

**WHEREAS**, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

**WHEREAS**, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

**NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

## DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

## TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, when applicable, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A COOPERATIVE CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

## NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

## ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of __ percent (__%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting material underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will

have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

## GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

_____
_____
_____
_____

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or

waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

| **[INSERT SUPPLIER ENTITY NAME]** | **OMNIA PARTNERS, PUBLIC SECTOR, INC.** |
|---|---|
| Signature | Signature<br>Sarah Vavra |
| Name | Name<br>Sr. Vice President, Public Sector Contracting |
| Title | Title |
| Date | Date |

**Exhibit C**
**Master Intergovernmental Cooperative Purchasing Agreement, Example**

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## MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with OMNIA Partners, Public Sector, Inc., a Delaware corporation f/k/a National Intergovernmental Purchasing Alliance Company; Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies ("**Participating Public Agencies**"), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

## RECITALS

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

**WHEREAS**, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations,

including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE

PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

| **Participating Public Agency:** | **OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:**<br>**OMNIA PARTNERS, PUBLIC SECTOR, INC.** |
|---|---|
| Authorized Signature | Signature<br>Sarah E. Vavra |
| Name | Name<br>Sr. Vice President, Public Sector Contracting |
| Title and Agency Name | Title |
| Date | Date |

**Exhibit D**
**Principal Procurement Agency Certificate, Example**

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## PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**"), [PPA Name] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of **[PPA Name]** ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PPA Name]_____

_____
Signature

_____
Name

_____
Title

_____
Date

**Exhibit E**
**Contract Sales Reporting Template**

Contract Sales Report submitted electronically in Microsoft Excel:

| OMNIA® PARTNERS | | | Supplier Name: | | Total Sales | $0.00 | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Contract Number: | | Admin Fee % | | | | | | | | | | | |
| | | | Reporting Period: | | Total Admin Fee | $0.00 | | | | | | | FOR OMNIA USE ONLY | | | |
| Supplier Internal ID | ID | Name | Street Address | Street Address 2 | City | State | Postal Code | Transaction Date | Sales Amount | Admin Fee % | Admin Fee | Notes | Wildcard | Uniqueld | Rebate Due | Rebate Name |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |

# Exhibit F
# Federal Funds Certifications

## FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

**TO WHOM IT MAY CONCERN:**

**Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.**

**DEFINITIONS**

**Contract** means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

**Contractor** means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non–Federal entity

**Federal award** has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non–Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Nonprofit organization** means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

**Pass-through entity** means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

**Simplified acquisition threshold** means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

**Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Termination** means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

**52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service 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. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service 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. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

**52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).**

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of 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.

*Critical technology* means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service 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. The Contractor is prohibited from providing to the Government any equipment, system, or service 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

**APPENDIX II TO 2 CFR PART 200**

**(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 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.**

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)**

Pursuant to Federal Rule (B) above, 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 as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(**C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 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."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 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, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.**
Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be 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 U.S.C. 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.**

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

**(F) Rights to Inventions Made Under a Contract or Agreement. If the 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 of 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.**

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 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 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)**

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

**(H) 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 Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 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.**

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors 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 U.S.C. 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.**

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal 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, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

## RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

## CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

## CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

### FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

**CERTIFICATE OF COMPLIANCE**
(select one of the two options, NOT BOTH)

**Certificate of Compliance with 49 USC §5323(j)**

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: □

**OR**

**Certificate of Non-Compliance with 49 USC §5323(j)**

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES: □

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -**
**BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

**CERTIFICATE OF COMPLIANCE** (select one of the two options, NOT BOTH)

**Certificate of Compliance with 49 USC §5323(j)(1)**

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES: □

**OR**

**Certificate of Non-Compliance with 49 USC §5323(j)(1)**

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES: □

Does offeror agree? YES _____Initials of Authorized Representative of offeror

Offeror's Name: _____
Address, City, State, and Zip Code: _____
Phone Number: _____
Fax Number: _____

Printed Name and Title of Authorized Representative: _____
Email Address: _____
Signature of Authorized Representative: _____
Date: _____

**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

## COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

**Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Offeror's Name:

_____

Address, City, State, and Zip Code:

_____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

_____

Email Address:

_____

Signature of Authorized Representative: _____Date: _____

## FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

**Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

**Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

**Notice of Legal Matters Affecting the Federal Government**

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

**Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

**Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**Prevailing Wage Requirements**

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

**Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

**2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

**1. CONTRACT REMEDIES**

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

**1.1** Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

**1.2** Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

## 2. TERMINATION FOR CAUSE AND CONVENIENCE

**a.** Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

**b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

## 3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

**a.** Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

**b.** Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit

of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

**c.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

**d.** Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

**(1)** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 setting forth the provisions of this nondiscrimination clause.

**(2)** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

**(3)** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

**(4)** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's

commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**(5)** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**(6)** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**(7)** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**(8)** The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the

Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**4. DAVIS-BACON ACT**

**a.** Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

**b.** Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

**c.** Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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 Copeland Anti- Kickback 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. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 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").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

## 5. COPELAND ANTI-KICKBACK ACT

**a.** Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 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").

**b.** Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

**c.** Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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). 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. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any

subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

## 6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

**a.** Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

**b.** Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**c.** Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## 7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

**a.** Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).

**b.** Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

**c.** Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

## 8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

**a.** Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the

Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

**b.** Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

**c.** Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

## 9. DEBARMENT AND SUSPENSION

**a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

**b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**10. BYRD ANTI-LOBBYING AMENDMENT**

**a.** Standard. 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 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 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 Federal awarding agency.

**b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

**c.** Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall 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 U.S.C. § 1352. Each tier shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

**d.** Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid 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, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

**11. PROCUREMENT OF RECOVERED MATERIALS**

**a.** Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

**b.** Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

**c.** Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.

**d.** Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, 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.

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

iii. The Contractor 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.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor 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.

**14. CHANGES**

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract 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 differ depending on the nature of the contract and the end-item procured.

**15. DHS SEAL, LOGO, AND FLAGS**

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

## 17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract 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.

c. "The Federal Government is not a party to this contract 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."

## 18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor 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."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA

under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

**FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) SPECIAL CONDITIONS**

Awarded Supplier(s) (also referred to as Contractors) may be asked to provide products and services to agencies following Federal Transit Administration and/or Department of Transportation requirements. By submitting a response, the Supplier is accepting these FTA and DOT Special Conditions.

**NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

*These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).*
(1) The Participating Public Agency and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

*These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000)*

(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, "49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

(2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(l) on the contractor, to the extent the Federal Government deems appropriate.

(3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**ACCESS TO RECORDS AND REPORTS**

(1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract

for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

**FEDERAL CHANGES**

(1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.
Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (a)(11).*

**CIVIL RIGHTS / TITLE VI REQUIREMENTS**

The Participating Public Agency is an Equal Opportunity Employer. As such, the Participating Public Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Participating Public Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 20000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include,

but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## INCORPORATION OF FTA 4220.1F TERMS

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

## DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

5) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

6) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage

payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of Participating Public Agency.

7) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

## ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

## INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

2) Flow Down – The incorporation of FTA terms has unlimited flow down.

## SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;
b) Suspended from participation in any federally assisted Award;
c) Proposed for debarment from participation in any federally assisted Award;
d) Declared ineligible to participate in any federally assisted Award;
e) Voluntarily excluded from participation in any federally assisted Award; or
f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to

suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

*Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.*

## CARGO PREFERENCE REQUIREMENTS

**Use of United States-Flag Vessels.** The contractor agrees:

1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor's bill-of lading).

3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

## FLY AMERICA

Fly America Requirements:

1) Definitions. As used in this clause- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

**Statement of Unavailability of U.S.-Flag Air Carriers**

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

*Stated Reason(s)*:_____
_____
_____

5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

## RECYCLED PRODUCTS

1) The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

## CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

*When applicable:*

1) Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

## ADA ACCESS

1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

## SAFE OPERATION OF MOTOR VEHICLES

1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Participating Public Agency.

2) *Distracted Driver* - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

## PROMPT PAYMENT

1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor's receipt of each payment made by the Participating Public Agency. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

## FTA PROTEST NOTIFICATION

***A protestant must exhaust all Participating Public Agency Procurement administrative procedures and remedies before pursuing a protest with the FTA.***

1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the Participating Public Agency. A protest relating to the process for determining the most responsive and responsible contractor shall be filed within five (5) business days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.

2) A protest shall include:

    a. The name, address, and telephone number, including FAX number if available, of the protestor;

    b. The signature of the protestor or authorized representative;

    c. Identification of the contract/solicitation;

    d. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;

    e. The form of relief requested.

3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.

4) The Participating Public Agency will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the Participating Public Agency or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.

5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the Participating Public Agency, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

7) The Participating Public Agency may proceed with procurement when a protest is pending if the Participating Public Agency determines that:

a. The items to be procured are urgently required;
b. Delivery or performance will be unduly delayed by failure to make the award promptly; or
c. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

8) FTA will only entertain a protest that alleges:

   a. The Participating Public Agency failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or
   b. Violations of Federal law or regulation.

9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the Participating Public Agency's protest procedure. In instances where the protestor alleges that the Participating Public Agency failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.

   A protest filed with FTA shall:

   a. Include the name and address of the protestor.
   b. Identify the grantee, project number, and the number of the contract solicitation.
   c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

      Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

**Offeror agrees to comply with all terms and conditions outlined in the FEMA and Additional Federal Funding Special Conditions section of this solicitation.**

Offeror's Name: _____

Address, City, State, and Zip Code:
_____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:
_____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

## NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

| | |
|---|---|
| DOC #1 | Ownership Disclosure Form |
| DOC #2 | Non-Collusion Affidavit |
| DOC #3 | Affirmative Action Affidavit |
| DOC #4 | Political Contribution Disclosure Form |
| DOC #5 | Stockholder Disclosure Certification |
| DOC #6 | Disclosure of Investment Activities in Iran |
| DOC #7 | Certification of Non-Involvement in Prohibited Activities in Russia or Belarus |
| DOC #8 | New Jersey Business Registration Certificate |
| DOC #9 | EEOAA Evidence |
| DOC #10 | MacBride Principals Form |

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** _____

**Organization Address:** _____

## Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

## Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

**OR**

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

| Name of Individual or Business Entity | Home Address (for Individuals) or Business Address |
|---|---|
| | |
| | |
| | |
| | |

## Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

**If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing,** ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

| Website (URL) containing the last annual SEC (or foreign equivalent) filing | Page #'s |
|---|---|
| | |
| | |
| | |

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

| Stockholder/Partner/Member and Corresponding Entity Listed in Part II | Home Address (for Individuals) or Business Address |
|---|---|
| | |
| | |
| | |

## Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

| | | | |
|---|---|---|---|
| Full Name (Print): | | Title: | |
| Signature: | | Date: | |

DOC #2

# NON-COLLUSION AFFIDAVIT

| STANDARD BID DOCUMENT REFERENCE | |
|---|---|
| | **Reference: VII-H** |
| Name of Form: | **NON-COLLUSION AFFIDAVIT** |
| Statutory Reference: | No specific statutory reference<br>State Statutory Reference N.J.S.A. 52:34-15 |
| Instructions Reference: | Statutory and Other Requirements VII-H |
| Description: | The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding. |

## NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder 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 named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ _____relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

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 _____.

Subscribed and sworn to

before me this day _____
Signature

_____, 2____ _____
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____

(Seal)

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT**
**(P.L. 1975, C.127)**

**Company Name:** _____

**Street:** _____

**City, State, Zip Code:** _____

**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

**Public Work – Over $50,000 Total Project Cost:**

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

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.*

_____ _____

***Date*** ***Authorized Signature and Title***

Version March 19, 2024

# 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 17:27).

_____

Signature of Procurement Agent

# 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 on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

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 http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. 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 at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

### Part I – Vendor Information

| | | | |
|---|---|---|---|
| Vendor Name: | | | |
| Address: | | | |
| City: | | State: | Zip: |

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

_____ _____ _____

Signature Printed Name Title

### Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form

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

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

**County Name:**
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

| | | |
|---|---|---|
| Freeholders | County Clerk | Sheriff |
| {County Executive} | Surrogate | |

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

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.**

DOC #5

# STOCKHOLDER DISCLOSURE CERTIFICATION

**Name of Business:**

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

**OR**

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

**Check the box that represents the type of business organization:**

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

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

Stockholders:

| | |
|---|---|
| Name:<br>Home Address: | Name:<br>Home Address: |
| Name:<br>Home Address: | Name:<br>Home Address: |
| Name:<br>Home Address: | Name:<br>Home Address: |

Subscribed and sworn before me this ___ day of _____, 2__.

(Notary Public)

My Commission expires:

_____
(Affiant)

_____
(Print name & title of affiant)

(Corporate Seal)

Version March 19, 2024

# DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

**STATE OF NEW JERSEY**
**DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY**
**33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230**

**BID SOLICITATION # AND TITLE:** _____

**VENDOR NAME:** _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**CHECK THE APPROPRIATE BOX**

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

***OR***

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____
Duration of Engagement _____
Anticipated Cessation Date
**Attach Additional Sheets If Necessary.*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

_____ _____
Signature Date

_____
Print Name and Title

DPP Rev. 12.13.2021

# CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

*(Check the Appropriate Box)*

○ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

***OR***

○ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

***OR***

○ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

_____

_____

_____

_____

_____

_____

*(Attach Additional Sheets If Necessary.)*

| | |
|---|---|
| Signature of Vendor's Authorized Representative | Date |
| Print Name and Title of Vendor's Authorized Representative | Vendor's FEIN |
| Vendor's Name | Vendor's Phone Number |
| Vendor's Address (Street Address) | Vendor's Fax Number |
| Vendor's Address (City/State/Zip Code) | Vendor's Email Address |

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

DOC #8

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**
**(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

DOC #9

**EEOAA EVIDENCE**

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

## EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

**One** of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: _____ Title: _____

Signature: _____ Date: _____

DOC #10

# MACBRIDE-PRINCIPLES

**STATE OF NEW JERSEY**
**DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230**

**BID SOLICITATION # AND TITLE:** _____

**VENDOR NAME:** _____

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

**CHECK THE APPROPRIATE BOX**

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

***OR***

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

_____ _____
Signature Date

_____
Print Name and Title

DPP Rev. 12.13.2021

# Exhibit H
# Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

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

Lists of political subdivisions and local governments in the above referenced states, districts, and territories may be found at http://www.usa.gov/state-governments and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

**CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:**

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR

CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT

LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

**COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:**

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA

CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:**
ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR

BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR

CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR

FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR

JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR

MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR

OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR

RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR

TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

**K-12 INCLUDING BUT NOT LIMITED TO:**

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT

YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

**HIGHER EDUCATION**

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

**STATE AGENCIES**

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26$^{TH}$ JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

# Appendix E

REGION 4 ESC
RFP #24-08

Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services
**PRICE SHEET**

**CORE LIST/MARKET BASKET**

| OFFEROR ITEM NUMBER | MANUFACTURER NAME | MANUFACTURER MODEL NUMBER | ITEM DESCRIPTION | SUPPLY CAGEGORY | UNIT OF MEASURE | LIST PRICE | PERCENT DISCOUNT OFF LIST | NET UNIT PRICE |
|---|---|---|---|---|---|---|---|---|
| 64396 | | | 3-6 AO WHITE SUBWAY TILE | | | | | |
| 6005 | | | 2-4-8 KD WW SELECT STUD | | | | | |
| 446993 | | | 12-24 LEONIA SILVER PORC TILE SS | | | | | |
| 16351 | | | ARM 12-IN X 12-IN EXCLN WH VNL TL | | | | | |
| 10385 | | | 80-lb Gray High Strength Concrete Mix | | | | | |
| 408697 | | | Devanna Beige 13-in X 13-in Ceramic Floor Tile (Common: 13-in X 13-in; Actual: 13.07-in X 13.07-in) | | | | | |
| 92384 | | | 40-LB ICE MELT | | | | | |
| 940 | | | 1-4-8 2 TC WHITEWOOD BOARD | | | | | |
| 222710 | | | QUIKRETE 50-LB CONCRETE MIX | | | | | |
| 942 | | | 1-4-12 2 TC WHITEWOOD BOARD | | | | | |
| 134917 | | | QPR 50-LB PERMNT ASPHALT REPAIR | | | | | |
| 167368 | | | MEDIUM MOVING BOX 18-IN X 16-IN | | | | | |
| 85281 | | | 2-CU FT PREMIUM RED MULCH | | | | | |
| 408697 | | | DEVANNA Beige 13-in x 13-in Ceramic Floor Tile (Common: 13-in x 13-in; Actual: 13.07-in x 13.07-in) | | | | | |
| 911387 | | | WATERCOLOR FLORAL FABRIC CURTAIN | | | | | |
| 202922 | | | 5/8-5-1/2-6 DE PT PICKET | | | | | |
| 63306 | | | HM 1-CT 1/4-IN ZINC FLAT WASHER | | | | | |
| 7001 | | | 2-4-8 TOP CHOICE #2-PRIME STUD | | | | | |
| 432481 | | | 2-4-12 TOP CHOICE KD WHITE FIR | | | | | |
| 349184 | | | BHK #8 WHITE NYLON REEL ROPE-BTF | | | | | |
| 12212 | | | 7/16 CAT OSB SHEATHING | | | | | |
| 63301 | | | HM 1-CT 1/4-IN ZINC HEX NUT | | | | | |
| 68882 | | | HM 1-CT 1/4-IN X 1-IN ZC FNDR WAS | | | | | |
| 62262 | | | 2 CEIL STB CRS TEE WHITE | | | | | |
| 349181 | | | BHK 5/16-IN SLD BRD NYLON RP-BTF | | | | | |
| 63308 | | | HM 1-CT 3/8-IN ZINC FLAT WASHER | | | | | |
| 167368 | | | Medium Cardboard Moving Box with Handle Holes (Actual: 18-in x 16-in x 18-in) | | | | | |
| 16352 | | | 12-INX12-IN EXCELON CL WHT VNL TL | | | | | |
| 6003 | | | 2-4-92-5/8 KD WW SELECT STUD | | | | | |
| 99649 | | | 5/8-6-8 DE PT PICKET | | | | | |
| 446992 | | | 12-24 LEONIA SAND PORCLN TILE SS | | | | | |
| 61697 | | | HM 1-CT NO-10 3/4-IN STL FND WSHR | | | | | |
| 118595 | | | Small Cardboard Moving Box with Handle Holes (Actual: 16-in x 12-in x 12-in) | | | | | |
| 92432 | | | 40-LB TOP SOIL | | | | | |
| 90954 | | | 2-CU FT PREMIUM BROWN MULCH | | | | | |
| 63303 | | | HM 1-CT 3/8-IN ZINC HEX NUT | | | | | |
| 309791 | | | NIAGARA 32-CT PURIFIED WATER | | | | | |
| 320912 | | | SOS UNFINISHED CABINETS WOODGATE | | | | | |
| 811050 | | | 2-CU FT PINE BARK NUGGETS | | | | | |
| 92122 | | | PINE NEEDLES BALE | | | | | |
| 67390 | | | HM 1-CT 3/8-IN GALV FLAT WASHER | | | | | |
| 67341 | | | HM 1-CT 3/8-IN 16 GALV HEX NUT | | | | | |
| 4511 | | | 1-2-8 PRM SPRUCE PNE FIR FS | | | | | |
| 338238 | | | BHK 3/32-IN CLR VNYL COAT CBL BTF | | | | | |
| 796045 | | | SOS 12 FT MINERAL BAY II | | | | | |
| 1224 | | | 0404 AO WHITE TILE | | | | | |
| 148349 | | | 2-CU FT PREMIUM BLACK MULCH | | | | | |
| 664919 | | | 2.66-SQ FT AUGUSTINE SOD PBS | | | | | |
| 104023 | | | PROJECT SOURCE 2-IN CHIP BRUSH | | | | | |
| 432480 | | | 2-4-10 TOP CHOICE KD WHITE FIR | | | | | |
| 89198 | | | SOS WIRING DEVICES | | | | | |
| 635548 | | | 5/8-5-1/2-6 DE PT PICKET | | | | | |
| 63307 | | | HM 1-CT 5/16-IN ZINC FLAT WASHER | | | | | |
| 484891 | GE LIGHTING | F32T8/SPX41/ECO2 | Fluorescent Linear Lamp,T8,Cool,4100K | | | | | |
| 130073 | GE LIGHTING | F28T8/XL/SPX41/ECO | Fluorescent Linear Lamp,T8,Cool,4100K | | | | | |
| 77726 | DURACELL | PC1500BKD | Standard Battery,AA,Alkaline,PK24 | | | | | |
| 66106 | GE LIGHTING | F32T8/SPX35/ECO2 | Fluorescent Linear Lamp,T8,Neutral,3500K | | | | | |
| 62212 | TOUGH GUY | 29WK94 | Trash Bags,45 gal.,2.00 mil,PK100 | | | | | |
| 57806 | DURACELL | PC2400BKD | Standard Battery,AAA,Alkaline,PK24 | | | | | |
| 56177 | OFF | 629350 | Insect Repellent,Aerosol,6 oz. | | | | | |
| 56047 | GE LIGHTING | F34/CX41/WM/ECO | Fluorescent Linear Lamp,T12,Cool,4100K | | | | | |
| 55592 | GE LIGHTING | F32T8/SPX50/ECO2 | Fluorescent Lamp,T8,Very Cool,5000K | | | | | |
| 44433 | CONDOR | 4EY97 | Safety Glasses,Clear,Uncoated | | | | | |
| 43635 | AIR HANDLER | 2W233 | Std Cap.Pleated Filter,20x25x2,MERV7 | | | | | |
| 43029 | TOUGH GUY | 2LEF8 | Toilet Bowl Cleaner,32 oz.,Bottle | | | | | |
| 40463 | AIR HANDLER | 2W230 | Std Cap.Pleated Filter,16x20x2,MERV7 | | | | | |
| 38948 | AIR HANDLER | 2W231 | Std Cap.Pleated Filter,16x25x2,MERV7 | | | | | |
| 38613 | AIR HANDLER | 2W232 | Std Cap.Pleated Filter,20x20x2,MERV7 | | | | | |
| 37144 | CONDOR | 5JK50 | Knit Gloves,L,Natural,PR | | | | | |
| 33676 | PERMA-PATCH | PP-60-C | Pavement Repair Patch,60 lb.,Bag | | | | | |
| 33538 | CONDOR | 5AX05 | Jersey Gloves,9-1/2",L,Brown,PR | | | | | |
| 33415 | HONEYWELL UVEX | SVP200 | Safety Glasses,Clear Lens,Clear Frame | | | | | |
| 32766 | NASHUA | 398 | Duct Tape,48mm x 55m,11 mil,Silver | | | | | |
| 30042 | RUBBERMAID | FGQ41000BL00 | Flat Mop Pad,Microfiber | | | | | |
| 29619 | SCOTCH | 33+ SUPER-3/4X66FT | Electrical Tape,7 mil,3/4" x 66 ft.,Blk | | | | | |
| 29186 | PHILIPS ADVANCE | ICN-2P32-N | Electronic Ballast,T8 Lamps,120/277V | | | | | |
| 27643 | AIR HANDLER | 2W235 | Std Cap.Pleated Filter,24x24x2,MERV7 | | | | | |
| 27403 | DURACELL | PC1300 | Standard Battery,D,Alkaline,PK12 | | | | | |
| 26403 | GE LIGHTING | F17T8/SP41/ECO | Fluorescent Linear Lamp,T8,Cool,4100K | | | | | |
| 25368 | LUMAPRO | 48GP56 | Fluorescent Lamp,T8,48In. L,32W,4100K | | | | | |
| 24955 | ANSELL | 92-675 | Disposable Gloves,Nitrile,L,Blue,PK100 | | | | | |
| 24349 | TOUGH GUY | 280300 | Toilet Brush,Fiber,12" | | | | | |
| 23988 | GE LIGHTING | F32T8/25W/SPX41/ECO | Fluorescent Linear Lamp,T8,Cool,4100K | | | | | |
| 23810 | GEORGIA-PACIFIC | 89460 | Roll,Hardwound,10",800 ft.,White,PK6 | | | | | |
| 23788 | CONDOR | 3ZL57 | Jersey Gloves,9-1/2",L,Brown,PR | | | | | |
| 23492 | AIR HANDLER | 6B950 | High Cap.Pleated Filter,16x25x2,MERV8 | | | | | |
| 23352 | AIR HANDLER | 6B956 | High Cap.Pleated Filter,16x20x2,MERV8 | | | | | |
| 22794 | TOUGH GUY | 16W230 | String Wet Mop,24 oz., Cotton | | | | | |
| 21222 | AIR HANDLER | 6B937 | High Cap.Pleated Filter,20x20x2,MERV8 | | | | | |
| 20482 | GE LIGHTING | F32T8/SPX65/ECO2 | Fluorescent Lamp,T8,Daylight,6500K | | | | | |
| 20460 | DURACELL | DL123ABPK | Battery,123,Lithium,3V | | | | | |
| 20453 | ANSELL | 92-675 | Disposable Gloves,Nitrile,XL,Blue,PK100 | | | | | |
| 20446 | AIR HANDLER | 6B924 | High Cap.Pleated Filter,24x24x2,MERV8 | | | | | |
| 19816 | DURACELL | PC1400 | Standard Battery,C,Alkaline,PK12 | | | | | |
| 19244 | GRAINGER APPROVED | 4A416 | Barricade Tape,Yellow/Black,1000ft x 3In | | | | | |
| 18326 | GEORGIA-PACIFIC | 23504 | Single Fold Sheets,Brn,Envision(R),PK16 | | | | | |
| 18219 | GE LIGHTING | F32T8/SXL/SPX41/ECO | Fluorescent Linear Lamp,T8,Cool,4100K | | | | | |
| 17774 | AIR HANDLER | 6B930 | High Cap.Pleated Filter,20x25x2,MERV8 | | | | | |
| 17651 | TOUGH GUY | 110535 | Trigger Sprayer,32 oz.,Red/White | | | | | |
| 17138 | JACKSON SAFETY | 25688 | Safety Glasses,Smoke Mirror | | | | | |
| 16924 | DURACELL | PC1604BKD | Standard Battery,9V,Alkaline,PK12 | | | | | |
| 16332 | AIR HANDLER | 5W511 | Std Cap.Pleated Filter,20x20x1,MERV7 | | | | | |
| 15864 | PHILIPS ADVANCE | ICN-4P32-N | Electronic Ballast,T8 Lamps,120/277V | | | | | |
| 15715 | TOUGH GUY | 4KN40 | Trash Bags,40 to 45 gal.,16 micron,PK250 | | | | | |
| 15668 | CONDOR | 1AV08 | Jersey Gloves,9-1/2",L,Brown,PR | | | | | |
| 15540 | CATCHMASTER | 75M | Glue Trap,3/16"L x 7-1/2"W x 4"H | | | | | |
| 15384 | GE LIGHTING | F34/CW/C/WM/ECO | Fluorescent Linear Lamp,T12,Cool,4100K | | | | | |
| 15186 | RUST-OLEUM | 203031 | Marking Paint,17 oz.,Caution Bl/APWA Bl | | | | | |
| 15102 | SLOAN | V551A | Breaker Kit,Vacuum | | | | | |
| 14902 | ANSELL | 16-347 | CutRes Gloves,XL,Yellow,PR | | | | | |
| 14446 | CONDOR | 3ZL53 | Leather Gloves,Patch Palm,L,PR | | | | | |
| 14127 | AIR HANDLER | 5W515 | Std Cap.Pleated Filter,20x24x2,MERV7 | | | | | |
| 13797 | DEWALT | DW8062 | CutOff Wheel,A60T,4-1/2"x.045"x7/8" | | | | | |
| 13734 | GRAINGER APPROVED | 6FGY1 | Sand Bag, White,26 in L, 14 in W,PK100 | | | | | |
| 13732 | CONDOR | 19L482 | Coated Gloves,Palm and Fingers,XL,PR | | | | | |
| 13240 | CONDOR | 3ZL50 | Leather Drivers Gloves,Cowhide,L,PR | | | | | |
| 13075 | CONDOR | 3ZL49 | Leather Drivers Gloves,Cowhide,XL,PR | | | | | |
| 12983 | AIR HANDLER | 2W234 | Std Cap.Pleated Filter,12x24x2,MERV7 | | | | | |
| 12929 | CONDOR | 1FYX8 | Safety Glasses,Gray | | | | | |
| 12660 | AIR HANDLER | 5W512 | Std Cap.Pleated Filter,20x25x1,MERV7 | | | | | |
| 12391 | ENERGIZER | L91SBP-8 | Standard Battery,AA,Lithium,PK8 | | | | | |
| 12193 | IRONCLAD | EXO-MWR-05-XL | Mechanics Glove,XL,Black/Gray,PR | | | | | |
| 12185 | ACORN | 2563-010-001 | Water Diaphragm Assembly | | | | | |
| 11960 | 3M | 8511 | Disposable Respirator,N95,Universal,PK10 | | | | | |
| 11936 | SCRUBS | 42272 | Hand Cleaning Towels,10" x 12" ,Citrus | | | | | |
| 11881 | RUST-OLEUM | 203022 | Markng Paint,17 oz.,Cautn Blue/APWA Blue | | | | | |
| 11880 | HOTHANDS | HH2 | Hand Warmer,2-1/4 in. x 3-1/2 in.,PR | | | | | |
| 11820 | MICROFLEX | MK-296-L | Disposable Gloves,Nitrile,L,Black,PK100 | | | | | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 11715 | IRONCLAD | EXO-MWR-04-L | Mechanics Glove,L,Black/Gray,Neoprene,PR | | | | | |
| 11660 | TOUGH GUY | 20CB5 | Wasp and Hornet Killer,Aerosol,20 oz. | | | | | |
| 11495 | GEORGIA-PACIFIC | 26301 | Roll,Hardwound,7-7/8",800 ft.,Brown,PK6 | | | | | |
| 11423 | CONDOR | 2UUJ6 | Knit Gloves,XL,Natural,PR | | | | | |
| 11293 | GE LIGHTING | F54W/TS/841/HO/ECO | Fluorescent Linear Lamp,T5,Cool,4100K | | | | | |
| 11246 | GE LIGHTING | F40DX/ECO | Fluorescent Lamp,T12,Daylight,6500K | | | | | |
| 11207 | HONEYWELL | NF11/10XL | Coated Gloves,XL,Black/Red,PR | | | | | |
| 11022 | MICROFLEX | SG-375-XL | Disposable Gloves,Latex,XL,Blue,PK50 | | | | | |
| 11013 | AIR HANDLER | 5W510 | Std Cap.Pleated Filter,16x25x1,MERV7 | | | | | |
| 10912 | GEORGIA-PACIFIC | 12798 | Toilet Paper,Envision(R),Jumbo,2Ply,PK8 | | | | | |
| 10814 | GE LIGHTING | F32T8/SPX30/ECO2 | Fluorescent Linear Lamp,T8,Warm,3000K | | | | | |
| 10740 | GE LIGHTING | F32T8/XL/SPX41/HL/ECO | Fluorescent Linear Lamp,T8,Cool,4100K | | | | | |
| 10724 | GE LIGHTING | F32T8/SPX41/ECO2 | Fluorescent Linear Lamp,T8,Cool,4100K | | | | | |
| 10663 | AIR HANDLER | 6B938 | High Cap.Pleated Filter,20x20x1,MERV8 | | | | | |
| 10593 | AIR HANDLER | 5W509 | Std Cap.Pleated Filter,16x20x1,MERV7 | | | | | |
| 10590 | PURELL | 9652-12 | Hand Sanitizer,Bottle,Gel | | | | | |
| 10507 | TOUGH GUY | 33NT68 | Bleach,1 gal.,Chlorine,Bottle,PK3 | | | | | |
| 10422 | CONDOR | 1FYX6 | Safety Glasses,Clear | | | | | |
| 10420 | GRAINGER APPROVED | 1PJZ3 | Corrugated Moving/Storage Box,32 ECT | | | | | |
| 10318 | RAYOVAC | 944C | Lantern Battery,Heavy Dty,6V,Spring Term | | | | | |
| 10247 | MICROFLEX | MK-296-XL | Disposable Gloves,Nitrile,XL,Black,PK100 | | | | | |
| 10212 | MICROFLEX | N644 | Disposable Gloves,Nitrile,XL,Black,PK100 | | | | | |
| 9992 | AIR HANDLER | 6B933 | High Cap.Pleated Filter,20x24x2,MERV8 | | | | | |
| 9984 | RUST-OLEUM | 206043 | Athletic Field Striping Paint,White | | | | | |
| | | | TORQ "CB"* (NFSCA) | | | | | |
| | | | 1/4 USS ALLOY FLAT WASHER | | | | | |
| | | | 1/4 SUPER PRIM DRILL | | | | | |
| | | | 3/8 USS ALLOY FLAT WASHER | | | | | |
| | | | GLOSS BLACK PAINT | | | | | |
| | | | 16-14 FAST HS BUTT CONN | | | | | |
| | | | 3/8 SUPER PRIM DRILL 1-PK | | | | | |
| | | | 1/8 SUPER PRIM DRILL | | | | | |
| | | | 5/16 USS ALLOY FLAT WASHER | | | | | |
| | | | 3/16 SUPER PRIM DRILL | | | | | |
| | | | 1/4 USS GR8 HEX NUT | | | | | |
| | | | 1/2 SUPER PRIM DRILL | | | | | |
| | | | 14X1 HWH DR PT SCREW | | | | | |
| | | | 5/32 SUPER PRIM DRILL | | | | | |
| | | | 3/8 USS GR8 HEX NUT | | | | | |
| | | | 9/64 SUPER PRIM DRILL | | | | | |
| | | | 5/16 SUPER PRIM DRILL | | | | | |
| | | | 5/16 USS GR8 HEX NUT | | | | | |
| | | | 1/4 USS FLAT WASHER | | | | | |
| | | | 1/2 USS ALLOY FLAT WASHER | | | | | |
| | | | 3/32X4 BLK CABLE TIE | | | | | |
| | | | 12X1 HWH DR PT SCREW | | | | | |
| | | | 25/64 SUPER PRIM DRILL | | | | | |
| | | | 17/64 SUPER PRIM DRILL | | | | | |
| | | | 22-18 FAST HS BUTT CONN | | | | | |
| | | | FAST HS BLUE/RED BUTT CON | | | | | |
| | | | 1/4 SAE ALLOY FLAT WASHER | | | | | |
| | | | 7/64 SUPER PRIM DRILL | | | | | |
| | | | 7/16 USS ALLOY FLAT WASHER | | | | | |
| | | | 13/64 SUPER PRIM DRILL | | | | | |
| | | | 1/2 USS GR8 HEX NUT | | | | | |
| | | | 11/64 SUPER PRIM DRILL | | | | | |
| | | | INTER-LUBE PENT GREASE | | | | | |
| | | | 3/8 SAE ALLOY FLAT WASHER | | | | | |
| | | | #4 MINI HOSE CLAMP | | | | | |
| | | | 1/4 GR8 LOCKWASHER | | | | | |
| | | | 3/8 GR8 LOCKWASHER | | | | | |
| | | | 5/16 USS FLAT WASHER | | | | | |
| | | | 3/8 USS FLAT WASHER | | | | | |
| | | | 16-14 NY BUTT CONNECTOR | | | | | |
| | | | 3/32 SUPER PRIM DRILL | | | | | |
| | | | 1/2X6 SHRINK TUBING | | | | | |
| | | | 7/32 SUPER PRIM DRILL | | | | | |
| | | | 3/8-16 GD8 NYLON LOCKNUT | | | | | |
| | | | 5/16 GR8 LOCKWASHER | | | | | |
| | | | 1/4-20 GD8 NYLON LOCKNUT | | | | | |
| | | | 15A MINI FUSE | | | | | |
| | | | DOT PUSH-IN UNION | | | | | |
| | | | 5/16 SAE ALLOY FLAT WASHER | | | | | |
| | | | 9/64X6 BLK CABLE TIE | | | | | |
| 94611 | | | Cable Ties-Nylon, 11.75" Length, 0.18" Width, Black, 50 LBs Minimum Loop Tensile Strength, 3" Bundle Diameter | | | | | |
| 94610 | | | Cable Ties-Nylon, 8" Length, 0.18" Width, Black, 50 LBs Minimum Loop Tensile Strength, 1-3/4" Bundle Diameter | | | | | |
| 94613 | | | Cable Ties-Nylon, 15.25" Length, 0.30" Width, Black, 120 LBs Minimum Loop Tensile Strength, 4" Bundle Diameter | | | | | |
| 94612 | | | Cable Ties-Nylon, 15.5" Length, 0.18" Width, Black, 50 LBs Minimum Loop Tensile Strength, 4" Bundle Diameter | | | | | |
| 94609 | | | Cable Ties-Nylon, 4" Length, 0.10" Width, Black, 18 LBs Minimum Loop Tensile Strength, 7/8" Bundle Diameter | | | | | |
| 88445 | | | Flat Washer, Thru-Hardened, USS, Zinc Finish, Steel, 1/4 | | | | | |
| 88447 | | | Flat Washer, Thru-Hardened, USS, Zinc Finish, Steel, 3/8 | | | | | |
| 88446 | | | Flat Washer, Thru-Hardened, USS, Zinc Finish, Steel, 5/16 | | | | | |
| A528 | | | Lock Washer, Alloy Steel, Zinc Finish, 1/4 | | | | | |
| FA502 | | | Flat Washer, USS, Zinc Finish, Low Carbon Steel, 5/16 | | | | | |
| A529 | | | Lock Washer, Alloy Steel, Zinc Finish, 5/16 | | | | | |
| A101 | | | Hex Nut, Grade 8, Zinc Finish, Alloy Steel, 5/16-18 | | | | | |
| A100 | | | Hex Nut, Grade 8, Zinc Finish, Alloy Steel, 1/4-20 | | | | | |
| 511 | | | Flat Washer, SAE, Zinc Finish, Low Carbon Steel, #10 | | | | | |
| FA501 | | | Flat Washer, USS, Zinc Finish, Low Carbon Steel, 1/4 | | | | | |
| A102 | | | Hex Nut, Grade 8, Zinc Finish, Alloy Steel, 3/8-16 | | | | | |
| FA503 | | | Flat Washer, USS, Zinc Finish, Low Carbon Steel, 3/8 | | | | | |
| FA95678 | | | Hex Nut, Grade 5, Zinc Finish, Steel, 5/16-18 | | | | | |
| 88449 | | | Flat Washer, Thru-Hardened, USS, Zinc Finish, Steel, 1/2 | | | | | |
| 92823 | | | 2-Piece Heat Seal Butt Connector 16-14 AWG, 1.45" Length | | | | | |
| 88435 | | | Flat Washer, Thru-Hardened, SAE, Zinc Finish, Steel, 1/4 | | | | | |
| FA88445 | | | Flat Washer, Thru-Hardened, USS, Yellow Zinc Finish, Steel, 1/4 | | | | | |
| A530 | | | Lock Washer, Alloy Steel, Zinc Finish, 3/8 | | | | | |
| FA95677 | | | Hex Nut, Grade 5, Zinc Finish, Steel, 1/4-20 | | | | | |
| 84931 | | | Self-Drilling Screw, Hex Head, Zinc Finish, Steel, #10 x 3/4" | | | | | |
| 88437 | | | Flat Washer, Thru-Hardened, SAE, Zinc Finish, Steel, 3/8 | | | | | |
| 85487M01 | | | Cable Ties, 7.31" Length, 0.184" Width, Black, 50 LBs Minimum Loop Tensile Strength, 1/16 - 1-3/4" Bundle Diameter | | | | | |
| 523 | | | Flat Washer, SAE, Zinc Finish, Low Carbon Steel, #8 | | | | | |
| 94728 | | | Superbutt Connector-Long Barrel 16-14 AWG, 1.075" Length, Nylon-Insulated | | | | | |
| FA88446 | | | Flat Washer, Thru-Hardened, USS, Yellow Zinc Finish, Steel, 5/16 | | | | | |
| FA528A | | | Lock Washer, Alloy Steel, Yellow Zinc Finish, 1/4 | | | | | |
| 88436 | | | Flat Washer, Thru-Hardened, SAE, Zinc Finish, Steel, 5/16 | | | | | |
| 1368141 | | | Clear Butt Connector 16-14 AWG - Crimp and Adhesive-lined Crystal Clear Heat Seal Tubing for a Secure, Visible Connection. | | | | | |
| FA95679 | | | Hex Nut, Grade 5, Zinc Finish, Steel, 3/8-16 | | | | | |
| FA528 | | | Lock Washer, Non-Linking, Zinc Finish, Steel, 1/4 | | | | | |
| 87508 | | | Flat Washer, Property Class 12 Thru-Hardened, Zinc Finish, Steel, M6 | | | | | |
| 85489M01 | | | Cable Ties, 14.19" Length, 0.184" Width, Black, 50 LBs Minimum Loop Tensile Strength, 1/16 - 4" Bundle Diameter | | | | | |
| 1172 | | | Sheet Metal Screw, Phillips Pan Head, Zinc Finish, Steel, #10 x 3/4" | | | | | |
| FA88447 | | | Flat Washer, Thru-Hardened, USS, Yellow Zinc Finish, Steel, 3/8 | | | | | |
| 85490M01 | | | Cable Ties, 13 38" Length, 0.27" Width, Black, 120 LBs Minimum Loop Tensile Strength, 3/16 - 3-1/2" Bundle Diameter | | | | | |
| 88439 | | | Flat Washer, Thru-Hardened, SAE, Zinc Finish, Steel, 1/2 | | | | | |
| 88448 | | | Flat Washer, Thru-Hardened, USS, Zinc Finish, Steel, 7/16 | | | | | |
| 94727 | | | Superbutt Connector-Long Barrel 22-18 AWG, 1.05" Length, Nylon-Insulated | | | | | |
| 2539 | | | Self-Drilling Screw, Hex Head, Zinc Finish, Steel, 1/4 x 1" | | | | | |
| 1145786 | | | 2-Piece Heat Seal Butt Connector 16-14 AWG, 1.45" Length | | | | | |
| 29583 | | | Cable Ties-Nylon, 6" Length, 0.14" Width, Black, 30 LBs Minimum Loop Tensile Strength, 1-1/4" Bundle Diameter | | | | | |
| FA529 | | | Lock Washer, Non-Linking, Zinc Finish, Steel, 5/16 | | | | | |
| FA529A | | | Lock Washer, Alloy Steel, Yellow Zinc Finish, 5/16 | | | | | |
| 601 | | | Hex Cap Screw, Grade 8, Alloy Steel, Zinc Finish, 1/4-20 x 3/4 " | | | | | |
| 92822 | | | 2-Piece Heat Seal Butt Connector 22-18 AWG, 1.45" Length | | | | | |

REGION 4 ESC

RFP #24-08

Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services

| MANUFACTURER NAME | FIXED DISCOUNT OFF MANUFACTURERS PUBLISHED LIST PRICE |
|---|---|
| | |
| | |
| | |

| CATEGORY | MANUFACTURER NAME | FIXED DISCOUNT OFF MANUFACTURERS PUBLISHED LIST PRICE |
|---|---|---|
| | | |
| | | |
| | | |

| SERVICE DESCRIPTION | RATE PER HOUR |
|---|---|
| | |
| | |
| | |

REGION 4 ESC

RFP #24-08

Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services

Additional Items to include in a National Market Basket

| CATEGORY | MANUFACTURER NAME | FIXED DISCOUNT OFF MANUFACTURERS PUBLISHED LIST PRICE |
|---|---|---|
| | | |
| | | |
| | | |

# Exhibit F
# Federal Funds Certifications

## FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

**TO WHOM IT MAY CONCERN:**
**Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.**

Please see Appendix B, Terms and Conditions Acceptance Form #1

### DEFINITIONS

**Contract** means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

**Contractor** means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non–Federal entity

**Federal award** has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non–Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Nonprofit organization** means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

**Pass-through entity** means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

**Simplified acquisition threshold** means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

**Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Termination** means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

**52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service 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. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service 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. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, **X** will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, **X** does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

**52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).**

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of 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.

*Critical technology* means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service 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. The Contractor is prohibited from providing to the Government any equipment, system, or service 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

**APPENDIX II TO 2 CFR PART 200**

**(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 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.**

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES KW Initials of Authorized Representative of offeror

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)**

Pursuant to Federal Rule (B) above, 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 as detailed in the terms of the contract.

Does offeror agree? YES KW Initials of Authorized Representative of offeror

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 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."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES KW Initials of Authorized Representative of offeror

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 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, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.**

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? Cannot certify compliance absent opportunity specific information KW Initials of Authorized Representative of offeror

Please see Appendix B, Terms and Conditions Acceptance Form #2.

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be 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 U.S.C. 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.**

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? Cannot certify compliance absent opportunity specific information KW Initials of Authorized Representative of offeror

Please see Appendix B, Terms and Conditions Acceptance Form #2.

**(F) Rights to Inventions Made Under a Contract or Agreement. If the 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 of 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.**

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES KW Initials of Authorized Representative of offeror

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 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 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)**

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES KW Initials of Authorized Representative of offeror

**(H) 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 Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 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.**

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES KW Initials of Authorized Representative of offeror

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors 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 U.S.C. 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.**

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal 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, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES KW Initials of Authorized Representative of offeror

## RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES KW Initials of Authorized Representative of offeror

## CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES KW Initials of Authorized Representative of offeror

## CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

### FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

**CERTIFICATE OF COMPLIANCE**
(select one of the two options, NOT BOTH)

**Certificate of Compliance with 49 USC §5323(j)**

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: ☐

**OR**

**Certificate of Non-Compliance with 49 USC §5323(j)**

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES: ☒ **Cannot certify compliance absent opportunity specific information.** KS

Please see Appendix B, Terms and Conditions Acceptance Form #3.

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

**CERTIFICATE OF COMPLIANCE** (select one of the two options, NOT BOTH)

**Certificate of Compliance with 49 USC §5323(j)(1)**

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES: ☒ **Cannot certify compliance absent opportunity specific information.** KS

Please see Appendix B, Terms and Conditions Acceptance Form #4

**OR**

**Certificate of Non-Compliance with 49 USC §5323(j)(1)**

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES: ☒ Does offeror agree? **YES**

KS Initials of Authorized Representative of offeror

Offeror's Name: W.W. Grainger, Inc.
Address, City, State, and Zip Code: 100 Grainger Parkway, Lake Forest, IL 60045
Phone Number: 800-472-4643
Fax Number: NA

Printed Name and Title of Authorized Representative: Ken White
Email Address: ken.white@grainger.com
Signature of Authorized Representative: Ken White
Date: 0624024

**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? **YES** KW Initials of Authorized Representative of offeror

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? **YES** KW Initials of Authorized Representative of offeror

## COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES KW Initials of Authorized Representative of offeror

**Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Please see Appendix B, Terms and Conditions Acceptance Form #5.

Offeror's Name: W.W. Grainger, Inc.

Address, City, State, and Zip Code: 100 Grainger Parkway, Lake Forest, IL 60045

Phone Number: 800-472-4643: Toll Free Fax Number: NA

Printed Name and Title of Authorized Representative:
Ken White, National Government Sales Manager

Email Address:
ken.white@grainger.com Ken White

Signature of Authorized Representative: Date: 062424

Version March 19, 2024

## FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

**Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

**Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

**Notice of Legal Matters Affecting the Federal Government**

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

**Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

**Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**Prevailing Wage Requirements**

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

**Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

**2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

**1. CONTRACT REMEDIES**

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

**1.1** Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

**1.2** Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

## 2. TERMINATION FOR CAUSE AND CONVENIENCE

**a.** Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

**b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

## 3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

**a.** Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

**b.** Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit

of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

**c.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

**d.** Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

**(1)** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 setting forth the provisions of this nondiscrimination clause.

**(2)** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

**(3)** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

**(4)** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's

commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**(5)** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**(6)** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**(7)** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**(8)** The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the

Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**4. DAVIS-BACON ACT**

**a.** Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

**b.** Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

**c.** Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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 Copeland Anti- Kickback 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. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 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").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

## 5. COPELAND ANTI-KICKBACK ACT

**a.** Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 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").

**b.** Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

**c.** Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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). 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. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any

subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

## 6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## 7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

**a.** Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).

**b.** Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

**c.** Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

## 8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

**a.** Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the

Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

**b.** Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

**c.** Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

## 9. DEBARMENT AND SUSPENSION

**a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

**b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**10. BYRD ANTI-LOBBYING AMENDMENT**

**a.** Standard. 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 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 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 Federal awarding agency.

**b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

**c.** Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall 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 U.S.C. § 1352. Each tier shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

**d.** Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid 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, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, W.W. Grainger, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Ken White

Signature of Contractor's Authorized Official

Ken White, National Government Sales Manager

Name and Title of Contractor's Authorized Official

062424

Date

**11. PROCUREMENT OF RECOVERED MATERIALS**

**a.** Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

**b.** Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

**c.** Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.

**d.** Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, 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.

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

iii. The Contractor 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.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor 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.

**14. CHANGES**

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract 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 differ depending on the nature of the contract and the end-item procured.

**15. DHS SEAL, LOGO, AND FLAGS**

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

## 17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract 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.

c. "The Federal Government is not a party to this contract 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."

## 18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor 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."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA

under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

**FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) SPECIAL CONDITIONS**

Awarded Supplier(s) (also referred to as Contractors) may be asked to provide products and services to agencies following Federal Transit Administration and/or Department of Transportation requirements. By submitting a response, the Supplier is accepting these FTA and DOT Special Conditions.

**NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

*These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).*
(1) The Participating Public Agency and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

*These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000)*

(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, "49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

(2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(l) on the contractor, to the extent the Federal Government deems appropriate.

(3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**ACCESS TO RECORDS AND REPORTS**

(1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract

for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

**FEDERAL CHANGES**

(1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.
Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (a)(11).*

**CIVIL RIGHTS / TITLE VI REQUIREMENTS**

The Participating Public Agency is an Equal Opportunity Employer. As such, the Participating Public Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Participating Public Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 20000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include,

but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## INCORPORATION OF FTA 4220.1F TERMS

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

## DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

5) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

6) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage

payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of Participating Public Agency.

7) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

## ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

## INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

2) Flow Down – The incorporation of FTA terms has unlimited flow down.

## SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;
b) Suspended from participation in any federally assisted Award;
c) Proposed for debarment from participation in any federally assisted Award;
d) Declared ineligible to participate in any federally assisted Award;
e) Voluntarily excluded from participation in any federally assisted Award; or
f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to

suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

*Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.*

## CARGO PREFERENCE REQUIREMENTS

**Use of United States-Flag Vessels.** The contractor agrees:

1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor's bill-of lading).

3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

## FLY AMERICA

Fly America Requirements:

1) Definitions. As used in this clause- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

**Statement of Unavailability of U.S.-Flag Air Carriers**

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

*Stated Reason(s)*:_____
_____
_____

5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

## RECYCLED PRODUCTS

1) The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

## CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

*When applicable:*

1) Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

## ADA ACCESS

1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

## SAFE OPERATION OF MOTOR VEHICLES

1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Participating Public Agency.

2) *Distracted Driver* - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

## PROMPT PAYMENT

1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor's receipt of each payment made by the Participating Public Agency. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

## FTA PROTEST NOTIFICATION

***A protestant must exhaust all Participating Public Agency Procurement administrative procedures and remedies before pursuing a protest with the FTA.***

1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the Participating Public Agency. A protest relating to the process for determining the most responsive and responsible contractor shall be filed within five (5) business days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.

2) A protest shall include:

    a. The name, address, and telephone number, including FAX number if available, of the protestor;

    b. The signature of the protestor or authorized representative;

    c. Identification of the contract/solicitation;

    d. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;

    e. The form of relief requested.

3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.

4) The Participating Public Agency will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the Participating Public Agency or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.

5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the Participating Public Agency, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

7) The Participating Public Agency may proceed with procurement when a protest is pending if the Participating Public Agency determines that:

a. The items to be procured are urgently required;
b. Delivery or performance will be unduly delayed by failure to make the award promptly; or
c. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

8) FTA will only entertain a protest that alleges:

   a. The Participating Public Agency failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or
   b. Violations of Federal law or regulation.

9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the Participating Public Agency's protest procedure. In instances where the protestor alleges that the Participating Public Agency failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.

   A protest filed with FTA shall:

   a. Include the name and address of the protestor.
   b. Identify the grantee, project number, and the number of the contract solicitation.
   c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

   Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

**Offeror agrees to comply with all terms and conditions outlined in the FEMA and Additional Federal Funding Special Conditions section of this solicitation. Please see Appendix B, Terms and Conditions Acceptance Form #6.**

Offeror's Name: W.W. Grainger, Inc.

Address, City, State, and Zip Code; 100 Grainger Parkway, Lake Forest, IL 60045

Phone Number: 800-472-4643 Fax Number: NA

Printed Name and Title of Authorized Representative: Ken White, National Government Sales Manager

Email Address: Ken.White@grainger.com Ken White

Signature of Authorized Representative:

Date: 062424

## NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

| | |
|---|---|
| DOC #1 | Ownership Disclosure Form |
| DOC #2 | Non-Collusion Affidavit |
| DOC #3 | Affirmative Action Affidavit |
| DOC #4 | Political Contribution Disclosure Form |
| DOC #5 | Stockholder Disclosure Certification |
| DOC #6 | Disclosure of Investment Activities in Iran |
| DOC #7 | Certification of Non-Involvement in Prohibited Activities in Russia or Belarus |
| DOC #8 | New Jersey Business Registration Certificate |
| DOC #9 | EEOAA Evidence |
| DOC #10 | MacBride Principals Form |

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

# STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** W.W. Grainger, Inc.

**Organization Address:** 100 Grainger Parkway, Lake Forest, IL 60045

## Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☒ Other (be specific): for profit publicly traded corporation

## Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

**OR**

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

| Name of Individual or Business Entity | Home Address (for Individuals) or Business Address |
|---|---|
| The Vanguard Group (investment firm) 10.61 % | 100 Vanguard Boulevard, Malvern, PA 19355 |
| | |
| | |
| | |

## Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

**If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing,** ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

| Website (URL) containing the last annual SEC (or foreign equivalent) filing | Page #'s |
|---|---|
| No parent: Grainger is the parent | |
| | |
| | |

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

| Stockholder/Partner/Member and Corresponding Entity Listed in Part II | Home Address (for Individuals) or Business Address |
|---|---|
| Vanguard is an investment management firm owned by its investors and is not publicly traded | |
| | |
| | |

## Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

| | | | |
|---|---|---|---|
| Full Name (Print): | Ken White | Title: | National Government Sales Manager |
| Signature: | Ken White | Date: | 062424 |

DOC #2

# NON-COLLUSION AFFIDAVIT

| STANDARD BID DOCUMENT REFERENCE | |
|---|---|
| | **Reference: VII-H** |
| Name of Form: | **NON-COLLUSION AFFIDAVIT** |
| Statutory Reference: | No specific statutory reference<br>State Statutory Reference N.J.S.A. 52:34-15 |
| Instructions Reference: | Statutory and Other Requirements VII-H |
| Description: | The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding. |

# NON-COLLUSION AFFIDAVIT

State of Colorado
County of Douglas ss:

I, Ken White residing in Highland Ranch
(name of affiant) (name of municipality)
in the County of Douglas and State of Colorado of
full age, being duly sworn according to law on my oath depose and say that:

I am National Government Sales Manager of the firm of W.W. Grainger, Inc.
(title or position) (name of firm)

the bidder making this Proposal for the bid entitled Solicitation Number 24-08, Region 4, Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder 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 named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Region 4 ESC relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

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 W.W. Grainger, Inc. .

Subscribed and sworn to

before me this day

Ken White
Signature

June 21st, 2024

KEN WHITE
(Type or print name of affiant under signature)

Vinessa J Olp
Notary public of Colorado

My Commission expires 01/18/2026

(Seal)

VINESSA J OLP
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184001606
MY COMMISSION EXPIRES 01/18/2026

Version March 19, 2024

DOC #3

# AFFIRMATIVE ACTION AFFIDAVIT
## (P.L. 1975, C.127)

**Company Name:** W.W. Grainger, Inc.

**Street:** 100 Grainger Parkway

**City, State, Zip Code:** Lake Forest, IL 60045

**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

**Public Work – Over $50,000 Total Project Cost:**

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

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.*

062424
***Date***

Ken White NationalGovernmentSalesManager
***Authorized Signature and Title***

Version March 19, 2024

# 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 17:27).

_____

Signature of Procurement Agent

# 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 on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

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 http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. 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 at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). 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.

Not Applicable to Grainger

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

### Part I – Vendor Information

| | | | |
|---|---|---|---|
| Vendor Name: | W.W. Grainger, Inc. | | |
| Address: | 100 Grainger Parkway | | |
| City: | Lake Forest | State: IL | Zip: 60045 |

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

Ken White — Signature

Ken White — Printed Name

National Government Sales Manager — Title

### Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form

| Contributor Name | Recipient Name | Date | Dollar Amount |
|---|---|---|---|
| No Contributions | | | $ |
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☐ Check here if the information is continued on subsequent page(s)

Version March 19, 2024

**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 THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.**

DOC #5

# STOCKHOLDER DISCLOSURE CERTIFICATION

**Name of Business:**

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

**OR**

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

**Check the box that represents the type of business organization:**

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

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

Stockholders:

| | |
|---|---|
| Name: The Vanguard Group (investment firm) 100 10.61%<br>Home Address:<br>100 Vanguard Blvd.<br>Malvern, PA 19355 | Name:<br>Home Address: |
| Name:<br>Home Address: | Name:<br>Home Address: |
| Name:<br>Home Address: | Name:<br>Home Address: |

Subscribed and sworn before me this 21st day of June, 2024

(Notary Public) Vinessa J Olp

My Commission expires: 01/18/2026

(Affiant)

KEN WHITE NGSM

(Print name & title of affiant)

(Corporate Seal)

VINESSA J OLP
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184001606
MY COMMISSION EXPIRES 01/18/2026

Version March 19, 2024

DOC #6

# DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

**STATE OF NEW JERSEY**
**DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY**
**33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230**

**BID SOLICITATION # AND TITLE:** _____

**VENDOR NAME:** _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

## CHECK THE APPROPRIATE BOX

[X] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

*OR*

[ ] I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____
Duration of Engagement _____
Anticipated Cessation Date
**Attach Additional Sheets If Necessary.*

## CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Ken White _____ 062424 _____
Signature Date

Ken White, National Government Sales Manager
Print Name and Title

DPP Rev. 12.13.2021

Version March 19, 2024

# CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

*(Check the Appropriate Box)*

(X) A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

***OR***

( ) B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

***OR***

( ) C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

*(Attach Additional Sheets If Necessary.)*

| | |
|---|---|
| Ken White | 062424 |
| Signature of Vendor's Authorized Representative | Date |
| Ken White, National Government Sales Manager | 36-1150280 |
| Print Name and Title of Vendor's Authorized Representative | Vendor's FEIN |
| W.W. Grainger, Inc. | 800-472-4643 |
| Vendor's Name | Vendor's Phone Number |
| 100 Grainger Parkway | NA |
| Vendor's Address (Street Address) | Vendor's Fax Number |
| Lake Forest, IL 60045 | ken.white@grainger.com |
| Vendor's Address (City/State/Zip Code) | Vendor's Email Address |

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024 Version March 19, 2024

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**
**(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

Please see Grainger's current State Division of Revenue issued Business Registration Certificate.

**STATE OF NEW JERSEY**
**BUSINESS REGISTRATION CERTIFICATE**

| | |
|---|---|
| **Taxpayer Name:** | W. W. GRAINGER, INC. |
| **Trade Name:** | GRAINGER |
| **Address:** | 100 GRAINGER PKWY<br>LAKE FOREST, IL 60045-5202 |
| **Certificate Number:** | 0092081 |
| **Effective Date:** | August 08, 1946 |
| **Date of Issuance:** | February 26, 2024 |

**For Office Use Only:**
**20240226085040790**

DOC #9

**EEOAA EVIDENCE**

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

## EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

**One** of the following must be included with submission:

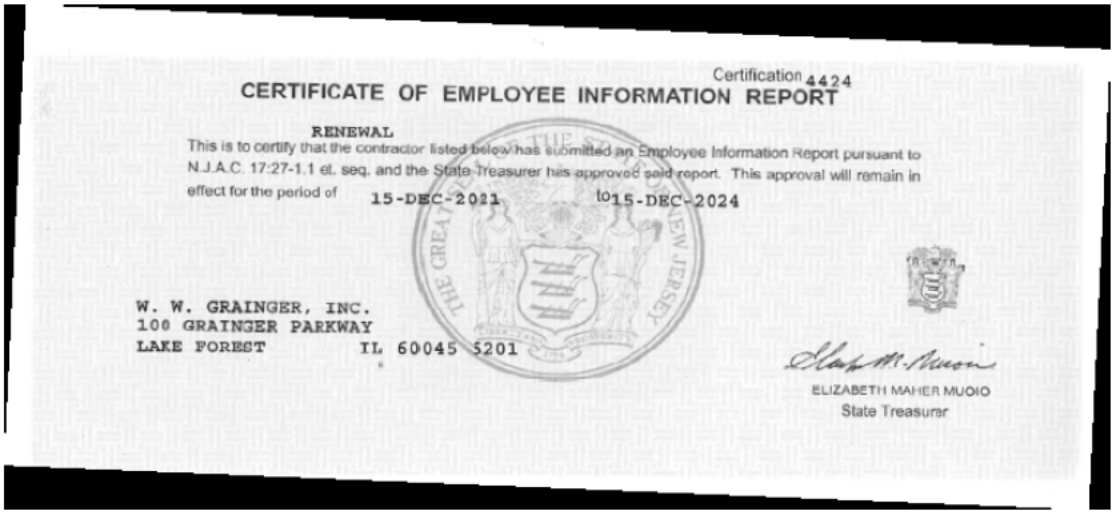
- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Ken White Title: National Governmnet Sales Manager

Signature: Ken White Date: 062424



Certification 4424

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-2021 to 15-DEC-2024

W. W. GRAINGER, INC.
100 GRAINGER PARKWAY
LAKE FOREST IL 60045 5201

ELIZABETH MAHER MUOIO
State Treasurer

DOC #10

# MACBRIDE-PRINCIPLES

**STATE OF NEW JERSEY**
**DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230**

**BID SOLICITATION # AND TITLE:** Solicitation Number 24-08, Region 4 ESC, Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services **VENDOR NAME:** W.W. Grainger, Inc.

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

**CHECK THE APPROPRIATE BOX**

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

*OR*

☒ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Ken White

Signature

062424

Date

Ken White, National Government Sales Manager

Print Name and Title

DPP Rev. 12.13.2021

## Grainger's Guarantee and Warranty Policy

**SATISFACTION GUARANTEE TO ALL CUSTOMERS.**
Customer should contact Grainger if not satisfied with a product for any reason. Grainger will promptly provide an exchange or refund if the product is returned within 30 days of date of invoice, with proof of purchase from Grainger.

**LIMITED WARRANTY.**

A. ALL PRODUCTS SOLD ARE WARRANTED BY GRAINGER ONLY TO CUSTOMERS FOR USE IN GOVERNMENT AND NOT RESALE.

B. GRAINGER WARRANTS PRODUCTS AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF INVOICE FROM GRAINGER, UNLESS OTHERWISE STATED. PROVIDED THAT GRAINGER ACCEPTS THE PRODUCT FOR RETURN DURING THE LIMITED WARRANTY PERIOD, GRAINGER MAY, AT ITS OPTION: (i) REPAIR; (ii) REPLACE; OR (iii) REFUND THE AMOUNT PAID BY THE CUSTOMER. CUSTOMER MUST RETURN THE PRODUCT TO THE APPROPRIATE GRAINGER BRANCH OR AUTHORIZED SERVICE LOCATION, AS DESIGNATED BY GRAINGER, SHIPPING COSTS PREPAID. GRAINGER'S REPAIR, REPLACEMENT, OR REFUND OF AMOUNTS PAID BY CUSTOMER FOR THE PRODUCT, SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.

**WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY.**
EXCEPT AS SET FORTH HEREIN AND WHERE APPLICABLE, NO WARRANTY OR AFFIRMATION OF FACT OR DESCRIPTION, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY GRAINGER. GRAINGER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. GRAINGER ALSO DISCLAIMS ANY LIABILITY FOR CLAIMS ARISING OUT OF PRODUCT MISUSE, IMPROPER PRODUCT SELECTION, IMPROPER INSTALLATION, PRODUCT MODIFICATION, MISREPAIR OR MISAPPLICATION. GRAINGER EXPRESSLY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES TO THE EXTENT PERMISSIBLE. GRAINGER'S LIABILITY IN ALL EVENTS IS LIMITED TO THE PURCHASE PRICE PAID FOR THE PRODUCT THAT GIVES RISE TO ANY LIABILITY.

**Warranty Product Return.**
Before returning any product, Customer should contact Grainger either by logging on to grainger.com/returns or calling Grainger's Customer Care at 1-800-GRAINGER (472-4643). Proof of purchase is required in all cases.

## Grainger's Return Policy

**PRODUCT RETURNS.**

A. **GRAINGER 30-DAY SATISFACTION GUARANTEE.** You can return your purchase for any reason for exchange or refund up to thirty (30) days from the date of invoice unless otherwise noted. Proof of purchase from Grainger is required for all returns. Grainger's 30-day satisfaction guarantee does not apply to "Sourced Products" and products sold on a "Final Sale" basis.

B. **RETURNS AFTER 30 DAYS.** Unless otherwise noted, you can also return product for up to one (1) year from date of invoice provided that product is in its original packaging, unused, unexpired, undamaged, and in salable condition. Proof of purchase from Grainger is required in all instances. Products sold on a "Final Sale" basis as defined below cannot be returned. "Sourced Product" (defined below) is subject to the manufacturer's return policy and may not be returnable. Some product returns may be denied or made subject to restocking fees and other charges by Grainger.

C. **FINAL SALE ITEMS.** Items sold on a “Final Sale” basis include: (i) Custom items; (ii) purchases made under the Custom Product Center on grainger.com; (iii) special-order items; (iv) emergency response items; (v) items marked in Sourced Product quotations or invoices as “Non-Cancellable” or “Non-Returnable”; and (vi) any other items that Grainger may designate as a “Final Sale” from time to time.

**RETURNS PROCESS.**

If you need to return an item, contact us directly at Customer Care at 1-800-GRAINGER (472-4643) or drop off or ship the product to the nearest Grainger branch location. If you are shipping the product:

1. Carefully package the item(s) and include the packing slip.
2. Write the reason for returning the product on your packing slip; if the packing slip is not available, please provide the purchase date, the original invoice number and the item number for the product.
3. Indicate whether you would like a replacement product or a credit.
4. Ship the package to the nearest Grainger branch
5. Please prepay shipping – Grainger does not accept Cash on Delivery (C.O.D.s).
6. For assistance with returns, call Grainger Customer Care at 1-800-GRAINGER (472-4643)

**Custom orders are sold on a “Final Sale” basis only. No cancellations, returns, refunds or credits are allowed.**

## TERMS AND CONDITIONS FOR SOURCED PRODUCTS AND SERVICES

Seller will source products and services not available through the Seller's *General Catalog* or website ("Sourced Products" or "Sourced Services"). The pricing model for Sourced Products and Sourced Services is based on current market conditions and is competitive for spot buy situations on a per order basis. Contract Category Discounts do not apply to Buyer's purchase of Sourced Product or Sourced Services. Upon request, Seller will provide Buyer a quotation from the source of supply or vendor of the Sourced Products or Sourced Services, which shall include the price, freight, warranty, and any opportunity specific terms and conditions. In the event of a conflict between the standard terms and conditions in this Contract and additional Sourced Product or Services terms, the additional Sourced Product or Services terms shall prevail.

### 1. SOURCED PRODUCTS

**a.** SOURCED PRODUCTS SHIPPING. Unless otherwise agreed to in writing between Seller and Buyer, Sourced Products are shipped with all costs imposed by the carrier related to the shipment paid by Seller and charged to Buyer on Buyer's invoice. Receipts for freight charges will not be furnished. Title and risk of loss pass to Buyer upon tender of the shipment to carrier.

**b.** SOURCED PRODUCTS LIMITED WARRANTY. THE PRODUCT WARRANTY PROVIDED BY THE MANUFACTURER AND/OR SUPPLIER OF THE SOURCED PRODUCT WILL BE BUYER'S SOLE REMEDY. SELLER'S STANDARD LIMITED WARRANTY TERMS INCLUDED IN THIS AGREEMENT OR SELLER'S WEBSITE TERMS AND CONDITIONS, TO THE EXTENT APPLICABLE, DO NOT APPLY TO SOURCED PRODUCTS.

**c.** **SOURCED PRODUCTS WARRANTY DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, NO WARRANTY OR AFFIRMATION OF FACT OR DESCRIPTION, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY SELLER. SELLER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. SELLER ALSO DISCLAIMS ANY LIABILITY FOR CLAIMS ARISING OUT OF PRODUCT MISUSE, IMPROPER PRODUCT SELECTION, IMPROPER INSTALLATION, PRODUCT MODIFICATION, MISREPAIR OR MISAPPLICATION.

**d.** SOURCED PRODUCTS RETURNS. An RGA (Returned Goods Authorization) must be issued by Seller prior to returning Sourced Products; the RGA is good for thirty (30) days after issuance. Returns will be sent directly to the sourced supplier, and not to a Seller location, unless otherwise instructed in the RGA. Returned Sourced Products may incur a restocking fee based upon the Sourced Product sell price, plus freight paid by Seller and added to the invoice, unless the shipment of Sourced Products was the result of Seller or manufacturer error, or the Sourced Products are defective. Special manufactured and custom engineered products are sold on a "FINAL SALE" basis only and no changes, cancellation, returns, or refunds are allowed, except if Sourced Products are defective.

**e.** In the event that Seller agrees to stock an agreed upon quantity of Sourced Products for Buyer, upon expiration or termination of the Agreement, Buyer agrees to purchase all remaining stocked Sourced Product. Seller will invoice Buyer within (30) days of expiration, cancellation, or termination of the Agreement.

### 2. SOURCED SERVICES

**a.** SOURCED SERVICES PERFORMANCE. The performance of Sourced Services will be governed by the following additional terms and conditions ("additional service terms"). Sourced Services may be performed by: (i) Seller, its subsidiaries, affiliates, or subcontractors ("Seller"); or third-party service providers engaged by Seller ("third-party providers"). For purposes of this section, "Sourced Service

Provider" refers to either Seller or a third-party provider depending upon which of them is performing services, and "service provider personnel" refers to personnel of such Sourced Service Provider.

**b.** SOURCED SERVICES SPECIFIC TERMS. The terms and conditions contained in this section are extended solely by the specific Sourced Service provider performing Sourced Services and should be considered opportunity specific. A Sourced Service Provider may require Buyer via Seller to execute additional contractual documents prior to the performance of Sourced Services, which documents may modify the terms between Buyer and Seller specific to the Sourced Services sold. In the event of a conflict between the standard terms and conditions in this Contract and additional Sourced Services terms, the additional Sourced Services terms shall prevail for the performance of the Sourced Services sold.

**c.** SOURCED SERVICES LIMITED WARRANTY. All Sourced Services will (i) be performed in a workmanlike manner; (ii) conform to the specifications (if any) provided by the Sourced Service provider in a statement of work; and (iii) be warranted for a period of ninety (90) days after performance of Sourced Services ("limited warranty period"). If Sourced Services are improperly performed and Buyer notifies Seller of the improperly performed Sourced Service during the limited warranty period, then Seller will coordinate with the Sourced Service provider to re-perform those Sourced Services, in whole or in part, as necessary to cure the particular issue, or at the Sourced Service provider's sole option, refund the amount paid by Buyer for the Sourced Services directly attributable to the particular issue. The Sourced Service provider's re-performance or refund of amounts paid by Buyer for the Sourced Service directly attributable to the particular issue shall be Buyer's sole and exclusive remedy.

**d.** SOURCED SERVICES WARRANTY DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION FOR SOURCED SERVICES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE SOURCED SERVICE PROVIDER DISCLAIMS, AND BUYER WAIVES, ALL OTHER WARRANTIES FOR SOURCED SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXPRESSLY CONDITIONED UPON THE USE OF THE SOURCED SERVICES FOR THEIR INTENDED PURPOSE AND SHALL NOT APPLY TO SOURCED SERVICES WHICH HAVE BEEN SUBJECT TO MODIFICATION BY BUYER OR ANY THIRD PARTY.

**e.** SOURCED SERVICES LIMITED LIABILITY. SELLER AND THIRD-PARTY PROVIDERS EXPRESSLY DISCLAIM ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES IN THE PERFORMANCE OF SOURCED SERVICES. THE LIABILITY OF SELLER OR ANY THIRD-PARTY PROVIDER PERFORMING SOURCED SERVICES IN ALL CIRCUMSTANCES IS LIMITED TO, AND SHALL NOT EXCEED, THE PURCHASE PRICE FOR THE PERFORMANCE OF THE PORTION OF SOURCED SERVICES THAT GIVES RISE TO ANY LIABILITY.

WBENC

WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

# HEREBY GRANTS
# WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO

## EVCO PARTNERS, L.P. DBA Burgoon Company

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

| |
|---|
| Majority Female Owner: Donna Hanson |
| NAICS: 423990, 423450, 423490, 423730, 423740, 423840<br>UNSPSC: 12000000, 23000000, 23131500, 24131500, 27110000, 27111500, 27111501, 27111502, 27111503, 27111504, 27111505, 27111506, 27111507, 27111508, 27111509, 27111510, 27111511, 27111512, 27111513, 27111514, 27111515, 27111516, 27111517, 27111518, 27111519, 27111520, 27111521, 27111522, 27111523, 27111524, 27111525, 27111526, 27111527, 27111529, 27111530, 27111531, 27111532, 27111533, 27111534, 27111535, 27111536, 27111537, 27111538, 27111539, 27111540, 27111541, 27111542, 27111543, 27111544, 27111545, 27111546, 27111547, 27111548, 27111549, 27111550, 27111551, 27111552, 27111553, 27111554, 27111555, 27111556, 27111557, 27111558, 27111559, 27111560, 27111561, 27111562, 30000000, 30190000, 31000000, 31162800, 40100000, 40101701, 41113000, 42000000, 42150000, 46000000, 47121700, 47121701, 47121702, 47121703, 47121704, 47121705, 47121706, 47121707, 47121708, 47121709, 47121710, 60106107 |
| Certification Number: W050151 |
| Renewal Date: March 31, 2024 |
| WOSB Regulation Expiration Date: 03/31/2026 |

WBEA

April Day, Women's Business Enterprise Alliance President

Pamela Prince-Easton, WBENC President & CEO

LaKesha White, Vice President, Certification

SOUTH CENTRAL TEXAS REGIONAL CERTIFICATION AGENCY

*Your unified certification source*
*www.sctrca.org*

April 16, 2024

Donna Hanson
EVCO PARTNERS, L.P. DBA Burgoon Company
P.O. Box 290
Texas City, TX 77592-1168

Dear Donna Hanson:

We are pleased to inform you that your application for certification in our Small, Minority, Woman and Veteran Business Enterprise (S/M/W/V) Program has been approved. Your firm met the requirements of the SCTRCA Policy and Procedure Manual and is currently certified as a:

***SBE WBE**

Certification Number: **224042137**
Certification Expiration: **April 30, 2026**

Providing the following products or services:
NAICS 423120: MOTOR VEHICLE PARTS AND ACCESSORIES, NEW, MERCHANT WHOLESALERS
NAICS 423450: MEDICAL EQUIPMENT MERCHANT WHOLESALERS
NAICS 423740: REFRIGERATION EQUIPMENT AND SUPPLIES, COMMERCIAL-TYPE, MERCHANT WHOLESALERS
NAICS 424690: OTHER CHEMICAL AND ALLIED PRODUCTS MERCHANT WHOLESALERS
NAICS 425120: AGENTS AND BROKERS, DURABLE GOODS, WHOLESALE TRADE

On the two year anniversary date of your certification, you are required to provide a renewal application affirming that no changes have occured affecting your certification status. The SCTRCA will send you a Certification Renewal reminder **sixty (60) days** prior to your expiration date. The SCTRCA will no longer include a certificate upon certification renewals. **Your expiration date is April 30, 2026.**

Please notify this office within **thirty (30) days** of any changes affecting the size, ownership, control requirements, or any material change in the information provided in the submission of the certification application. Thank you in advance.

Sincerely,

Sheena Thomas
Executive Director

**From:** Hubzone Helpdesk
**To:** Emily Marks
**Cc:** Donna Hanson
**Subject:** RE: EVCO Partners LP DBA Burgoon Company Letter request CSH Email ID:0045500010353
**Date:** Thursday, July 6, 2023 3:32:29 PM
**Attachments:** image.png

Hi Emily,

I believe I just sent this over, but just in case, I wanted to ensure you got it. Please reach out if you have any questions or concerns.

**SBA - HUBZone**
**CONTINUED CERTIFICATION LETTER (RECERTIFICATION)**

EMILY MARKS -
2701 PALMER HWY
TEXAS CITY, TX, 77590-6938

Dear EMILY MARKS:
I am pleased to advise you that based on the affirmations provided by the firm's highest ranking official or designee, the firm has successfully completed the recertification process and continues to be included on the list of qualified HUBZone small business concerns found at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm. This certification will remain in effect for one year unless: the firm acquires, is acquired by, or merges with another firm during that one-year period; the firm is performing a HUBZone contract and fails to attempt to maintain the minimum employee HUBZone residency percentage; or the firm voluntarily withdraws from the program. The information below sets forth facts concerning the company's continued eligibility and its responsibilities.
The Firm's Responsibilities as a Certified HUBZone Small Business Concern
As a certified HUBZone small business concern, the firm may receive program benefits, including eligibility for HUBZone set-aside awards, HUBZone sole source awards, the HUBZone Price Evaluation Preference in full and open competition, and HUBZone reserves. These benefits come with important responsibilities, including:

- **Keeping up-to-date on the HUBZone area designations by visiting the HUBZone Maps on the HUBZone website at http://www.sba.gov/hubzone**.
- Annually recertifying the eligibility of the firm.
- Checking SBA's HUBZone Maps to determine whether changes in HUBZone area designations impact, or will impact, the firm's eligibility. Note that changes in HUBZone designations may critically affect the firm's compliance with the program requirements that its principal office be located in a HUBZone and that at least 35% of its employees reside in a HUBZone.
- Signing up to receive HUBZone News Updates by entering your email address at https://public.govdelivery.com/accounts/USSBA/subscriber/new. Once there, expand the "SBA Initiatives" subscription topic, select HUBZone News, and click "Next." This is the simplest single step you can take to keep current on key program changes that may affect the firm's eligibility.
- Complying with the limitations on subcontracting requirements and nonmanufacturer rule when performing any HUBZone contracts (see 13 C.F.R. &##167;&##167; 126.700, 125.6, 121.406).
- "Attempting to maintain" compliance with the 35% HUBZone residency requirement during the performance of any HUBZone contracts. "Attempt to maintain" means making substantive and documented efforts, such as written offers of employment, published advertisements seeking employees, and attendance at job fairs and applies only to concerns during the performance of any HUBZone contract. A certified HUBZone small business concern that has less than 20% of its total employees residing in a HUBZone during the performance of a HUBZone contract has failed to attempt to maintain the HUBZone residency requirement and may be proposed for decertification.
- Notifying SBA if the firm is performing a HUBZone contract and has fewer than 20% of its employees residing in a HUBZone.
- Notifying SBA within 30 days if the firm is acquired by, acquires, or merges with another firm.
- Keeping the firm's System for Award Management (SAM) and Dynamic Small Business Search (DSBS) records up-to-date. For the firm to receive benefits from the HUBZone Program (i.e., to be identified by contracting officers as eligible to receive HUBZone contracts), these records must remain up-to-date. You must validate the firm's information at least annually or its SAM registration will become inactive. If you need assistance in updating the firm???s SAM or DSBS information, please go to the SAM Help Desk at https://fsd.gov/fsd-gov/home.do.
- Responding to notices from SBA, including notices regarding program examinations, protests, proposed decertifications, and recertifications. The HUBZone Program sends such notices to the firm's email addresses on record in DSBS. If the firm fails to respond to these notices, SBA will propose the firm for decertification and may subsequently decertify it from the Program. Therefore, it is critical that you keep the firm's SAM and DSBS profiles current and check your email's SPAM folder to make sure that you are receiving emails from SBA.

Note Regarding Redesignated Areas

In accordance with Section 1701 of the National Defense Authorization Act of 2018, areas that would have lost their HUBZone eligibility during 2018 and 2019, through expiration of their status as a redesignated area, will retain their HUBZone eligibility until December 31, 2021. For planning purposes, if the firm's principal office is located or some of its employees reside in such an area, you should consider actions to maintain program compliance after that date.

Misrepresentation
By bidding on any Federal solicitation that is set-aside or reserved for certified HUBZone small business concerns or for which a HUBZone price evaluation preference will be applied, the firm's submission of that offer is deemed to be a representation to the United States that the company is a certified HUBZone small business concern in compliance with the HUBZone Program requirements. ANY FIRM FOUND TO HAVE WILLFULLY MISREPRESENTED ITS HUBZONE STATUS IN OBTAINING SUCH AN AWARD MAY BE SUBJECT TO A RANGE OF CIVIL AND CRIMINAL PENALTIES, TREBLE DAMAGES UNDER THE FALSE CLAIMS ACT, AND/OR SUSPENSION OR DEBARMENT FROM FEDERAL CONTRACTING.

How to get the most out of the Program
Although the firm's status as a certified HUBZone SBC greatly improves its access to Federal awards, this certification does not guarantee contract awards. Your ability to research opportunities and competitively bid on them will be the key to your success in this program. I recommend you utilize the following additional web resources designed to help you maximize the Program's benefits:

- SBA's Government Contracting Classroom website, available at http://www.sba.gov/gcclassroom, provides valuable information on Federal contracting.
- Contract Opportunities (https://beta.sam.gov/) serves as a central listing for Federal procurement solicitations to the public. The Federal Procurement Data System is a database accessible to the public at no cost and you may use it to learn about contract awards to businesses in various socioeconomic categories, including HUBZone. Please note that while your concern was approved under the primary North American Industry Classification System (NAICS) Code found in your firm???s SAM and DSBS profiles, you may be awarded contracts under other NAICS Codes, as long as your firm meets the applicable size standard and is determined to be responsible to perform the required work. You may benefit from researching and identifying potential HUBZone contracting opportunities outside your firm's primary NAICS code.

We wish you the best of luck as a certified HUBZone small business concern - your success will help improve the economic future of the HUBZones in which the firm operates.
If at any time you have any questions about the Program or how SBA may be able to support your business objectives, the HUBZone Office offers assistance via an interactive conference call where we can respond to general questions and concerns in real-time. For additional information, visit our website at http://www.sba.gov/hubzone or contact the HUBZone Help Desk at HUBZone@sba.gov.

Respectfully,
Lori Gillen
Director
Office of HUBZone Program
U.S. Small Business Administration

Email: HubZone Helpdesk

Best regards,
HUBZone Office - Helpdesk Support
Office of Government Contracting & Business Development
**U.S. Small Business Administration**
hubzone@sba.gov
How are we doing? Please let us know by taking a brief survey: HUBZone Program Customer Feedback Survey

HUBZone offers eligibility assistance on Tues and Thu from 2-3pm ET via toll free number: 1-208-391-5817 access code 278 449 067# Participants influence the topics by their questions. HUBZone staff facilitates the discussion by providing the answers and introducing specific topics as time allows. This format offers the opportunity to learn how to maintain eligibility to decrease the possibility of an initial application being declined or being decertified after obtaining the HUBZone certification.

U.S. Small Business Administration

Home Page | Twitter | Instagram | Facebook | YouTube | LinkedIn | Email Alerts

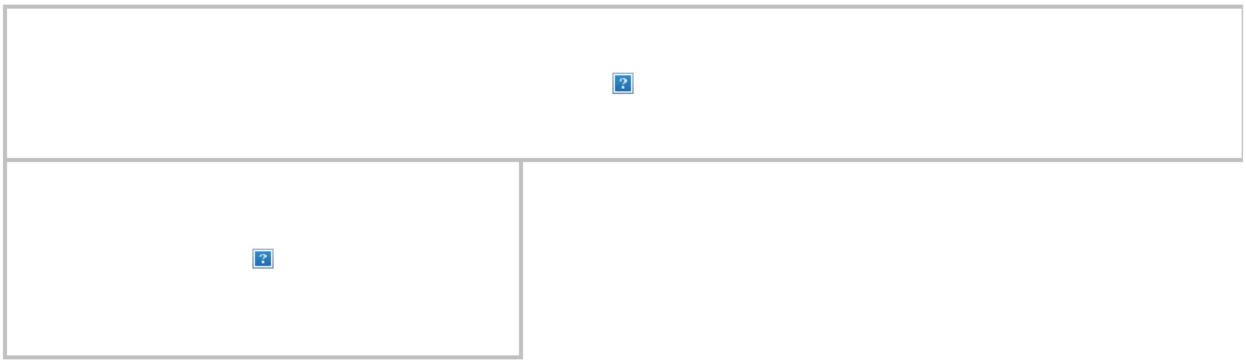
---------- Original Message ----------
**From:** Emily Marks <emarks@burgooncompany.com>;
**Received:** Thu Jul 06 2023 16:09:52 GMT-0400 (Eastern Daylight Time)
**To:** Hubzone Helpdesk <hubzone@sba.gov>; HUBZone@sba.gov <hubzone@sba.gov>;
**Cc:** Donna Hanson <dhanson@burgooncompany.com>;
**Subject:** EVCO Partners LP DBA Burgoon Company Letter request

CAUTION - The sender of this message is external to the SBA network. Please use care when clicking on links and responding with sensitive information. Send suspicious email to spam@sba.gov.

Hi there,

I called today during the call. I found the correspondence section but our letters are not up to date. Can you please send me a copy of our recertification letter?
EVCO Partners, LP DBA Burgoon Company - 23187

Thank you,



**Emily Marks** | *VP of Sales and Marketing*
**Phone:** (903)466-4875| **Fax:** (409)766-1899
132 Jefferson St, Ste B Pittsburg, TX 75686
www.burgooncompany.com | www.burgooncompanytrailers.com
**Email:** emarks@burgooncompany.com

# Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: **1202983931800**
Approval Date: **October 23, 2023**
Scheduled Expiration Date: **October 23, 2027**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

## EVCO PARTNERS, L.P. DBA Burgoon Company

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **October 23, 2023**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

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*Statewide HUB Program*
*Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

SAM.GOV®

# EVCO PARTNERS LP

| Unique Entity ID | CAGE / NCAGE | Purpose of Registration |
|---|---|---|
| **JJGJPJNVDRP6** | **1M1C8** | **All Awards** |
| Registration Status | Expiration Date | |
| **Active Registration** | **Jan 21, 2025** | |
| Physical Address | Mailing Address | |
| **2701 Palmer HWY**<br>**Texas City, Texas 77590-6938**<br>**United States** | **P. O. Box 290**<br>**Texas City, Texas 77592-0290**<br>**United States** | |

## Business Information

| Doing Business as | Division Name | Division Number |
|---|---|---|
| **BURGOON CO** | **(blank)** | **(blank)** |
| Congressional District | State / Country of Incorporation | URL |
| **Texas 14** | **Texas / United States** | **http://www.burgooncompany.com** |

### Registration Dates

| Activation Date | Submission Date | Initial Registration Date |
|---|---|---|
| **Jan 24, 2024** | **Jan 22, 2024** | **May 26, 2006** |

### Entity Dates

| Entity Start Date | Fiscal Year End Close Date |
|---|---|
| **Oct 24, 2005** | **Dec 31** |

### Immediate Owner

| CAGE | Legal Business Name |
|---|---|
| **(blank)** | **(blank)** |

### Highest Level Owner

| CAGE | Legal Business Name |
|---|---|
| **(blank)** | **(blank)** |

### Executive Compensation

**Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.**

### Proceedings Questions

**Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.**

## Exclusion Summary

Active Exclusions Records?

**No**

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

**Yes**

## Entity Types

### Business Types

| Entity Structure | Entity Type | Organization Factors |
|---|---|---|
| **Partnership or Limited Liability Partnership** | **Business or Organization** | **(blank)** |
| Profit Structure | | |
| **For Profit Organization** | | |

**Socio-Economic Types**

**Women-Owned Small Business**
**Women-Owned Business**

**SBA-Certified Women-Owned Small Business**
Entrance Date: **Aug 13, 2021**
Exit Date: **(blank)**
**SBA Certified HUBZone Firm**
Entrance Date: **Jun 22, 2006**
Exit Date: **(blank)**

**Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.**

## Financial Information

| Accepts Credit Card Payments | Debt Subject To Offset |
|---|---|
| **Yes** | **No** |

| EFT Indicator | CAGE Code |
|---|---|
| **0000** | **1M1C8** |

## Points of Contact

### Electronic Business

**Dawn Ware, Operations Mgr**

**P O Box 290**
**Texas City, Texas 77592**
**United States**

### Government Business

**Emily Marks, Business Development**

**P O Box 290**
**Texas City, Texas 77592**
**United States**

DONNA HANSON

P O Box 290
Texas City, Texas 77592
United States

### Past Performance

**Donna Hanson**

**PO Box 290**
**Texas City, Texas 77592**
**United States**

## Service Classifications

**NAICS Codes**

| Primary | NAICS Codes | NAICS Title |
|---|---|---|
| **Yes** | **339999** | **All Other Miscellaneous Manufacturing** |
| | **315990** | **Apparel Accessories And Other Apparel Manufacturing** |
| | **316210** | **Footwear Manufacturing** |
| | **322212** | **Folding Paperboard Box Manufacturing** |
| | **322220** | **Paper Bag And Coated And Treated Paper Manufacturing** |
| | **324191** | **Petroleum Lubricating Oil And Grease Manufacturing** |
| | **325199** | **All Other Basic Organic Chemical Manufacturing** |
| | **325413** | **In-Vitro Diagnostic Substance Manufacturing** |
| | **325998** | **All Other Miscellaneous Chemical Product And Preparation Manufacturing** |
| | **332216** | **Saw Blade And Handtool Manufacturing** |
| | **332312** | **Fabricated Structural Metal Manufacturing** |
| | **332420** | **Metal Tank (Heavy Gauge) Manufacturing** |
| | **332510** | **Hardware Manufacturing** |
| | **332722** | **Bolt, Nut, Screw, Rivet, And Washer Manufacturing** |

| | |
|---|---|
| 332912 | Fluid Power Valve And Hose Fitting Manufacturing |
| 332999 | All Other Miscellaneous Fabricated Metal Product Manufacturing |
| 333923 | Overhead Traveling Crane, Hoist, And Monorail System Manufacturing |
| 333994 | Industrial Process Furnace And Oven Manufacturing |
| 333995 | Fluid Power Cylinder And Actuator Manufacturing |
| 333996 | Fluid Power Pump And Motor Manufacturing |
| 334510 | Electromedical And Electrotherapeutic Apparatus Manufacturing |
| 334511 | Search, Detection, Navigation, Guidance, Aeronautical, And Nautical System And Instrument Manufacturing |
| 334516 | Analytical Laboratory Instrument Manufacturing |
| 334519 | Other Measuring And Controlling Device Manufacturing |
| 335921 | Fiber Optic Cable Manufacturing |
| 335999 | All Other Miscellaneous Electrical Equipment And Component Manufacturing |
| 336310 | Motor Vehicle Gasoline Engine And Engine Parts Manufacturing |
| 337127 | Institutional Furniture Manufacturing |
| 337215 | Showcase, Partition, Shelving, And Locker Manufacturing |
| 339113 | Surgical Appliance And Supplies Manufacturing |
| 339991 | Gasket, Packing, And Sealing Device Manufacturing |
| 423120 | Motor Vehicle Supplies And New Parts Merchant Wholesalers |
| 423210 | Furniture Merchant Wholesalers |
| 423440 | Other Commercial Equipment Merchant Wholesalers |
| 423450 | Medical, Dental, And Hospital Equipment And Supplies Merchant Wholesalers |
| 423490 | Other Professional Equipment And Supplies Merchant Wholesalers |
| 423610 | Electrical Apparatus And Equipment, Wiring Supplies, And Related Equipment Merchant Wholesalers |
| 423620 | Household Appliances, Electric Housewares, And Consumer Electronics Merchant Wholesalers |
| 423690 | Other Electronic Parts And Equipment Merchant Wholesalers |
| 423710 | Hardware Merchant Wholesalers |
| 423720 | Plumbing And Heating Equipment And Supplies (Hydronics) Merchant Wholesalers |
| 423730 | Warm Air Heating And Air-Conditioning Equipment And Supplies Merchant Wholesalers |
| 423740 | Refrigeration Equipment And Supplies Merchant Wholesalers |
| 423810 | Construction And Mining (Except Oil Well) Machinery And Equipment Merchant Wholesalers |
| 423820 | Farm And Garden Machinery And Equipment Merchant Wholesalers |
| 423830 | Industrial Machinery And Equipment Merchant Wholesalers |
| 423840 | Industrial Supplies Merchant Wholesalers |
| 423850 | Service Establishment Equipment And Supplies Merchant Wholesalers |
| 424210 | Drugs And Druggists' Sundries Merchant Wholesalers |
| 424610 | Plastics Materials And Basic Forms And Shapes Merchant Wholesalers |
| 424690 | Other Chemical And Allied Products Merchant Wholesalers |
| 424950 | Paint, Varnish, And Supplies Merchant Wholesalers |
| 424990 | Other Miscellaneous Nondurable Goods Merchant Wholesalers |

**Product and Service Codes**

| PSC | PSC Name |
|---|---|
| **1290** | **Miscellaneous Fire Control Equipment** |
| **1390** | **Fuzes And Primers** |
| **2040** | **Marine Hardware And Hull Items** |
| **2090** | **Miscellaneous Ship And Marine Equipment** |
| **2320** | **Trucks And Truck Tractors, Wheeled** |
| **2330** | **Trailers** |
| **2410** | **Tractor, Full Tracked, Low Speed** |
| **2420** | **Tractors, Wheeled** |
| **2590** | **Miscellaneous Vehicular Components** |
| **2815** | **Diesel Engines And Components** |
| **2910** | **Engine Fuel System Components, Nonaircraft** |
| **2920** | **Engine Electrical System Components, Nonaircraft** |
| **2930** | **Engine Cooling System Components, Nonaircraft** |
| **3030** | **Belting, Drive Belts, Fan Belts, And Accessories** |
| **3110** | **Bearings, Antifriction, Unmounted** |
| **3210** | **Sawmill And Planing Mill Machinery** |
| **3220** | **Woodworking Machines** |
| **3230** | **Tools And Attachments For Woodworking Machinery** |
| **3405** | **Saws And Filing Machines** |
| **3411** | **Boring Machines** |
| **3415** | **Grinding Machines** |
| **3416** | **Lathes** |
| **3417** | **Milling Machines** |
| **3418** | **Planers And Shapers** |
| **3419** | **Miscellaneous Machine Tools** |
| **3431** | **Electric Arc Welding Equipment** |
| **3432** | **Electric Resistance Welding Equipment** |
| **3438** | **Miscellaneous Welding Equipment** |
| **3439** | **Miscellaneous Welding, Soldering, And Brazing Supplies And Accessories** |
| **3450** | **Machine Tools, Portable** |
| **3455** | **Cutting Tools For Machine Tools** |
| **3456** | **Cutting And Forming Tools For Secondary Metalworking Machinery** |
| **3460** | **Machine Tool Accessories** |
| **3470** | **Machine Shop Sets, Kits, And Outfits** |
| **3510** | **Laundry And Dry Cleaning Equipment** |
| **3590** | **Miscellaneous Service And Trade Equipment** |
| **3655** | **Gas Generating And Dispensing Systems, Fixed Or Mobile** |

| | |
|---|---|
| **3694** | **Clean Work Stations, Controlled Environment, And Related Equipment** |
| **3710** | **Soil Preparation Equipment** |
| **3720** | **Harvesting Equipment** |
| **3750** | **Gardening Implements And Tools** |
| **3805** | **Earth Moving And Excavating Equipment** |
| **3830** | **Truck And Tractor Attachments** |
| **3895** | **Miscellaneous Construction Equipment** |
| **3920** | **Material Handling Equipment, Nonself-Propelled** |
| **3930** | **Warehouse Trucks And Tractors, Self-Propelled** |
| **3940** | **Blocks, Tackle, Rigging, And Slings** |
| **3990** | **Miscellaneous Materials Handling Equipment** |
| **4010** | **Chain And Wire Rope** |
| **4020** | **Fiber Rope, Cordage, And Twine** |
| **4030** | **Fittings For Rope, Cable, And Chain** |
| **4110** | **Refrigeration Equipment** |
| **4120** | **Air Conditioning Equipment** |
| **4130** | **Refrigeration And Air Conditioning Components** |
| **4140** | **Fans, Air Circulators, And Blower Equipment** |
| **4210** | **Fire Fighting Equipment** |
| **4220** | **Marine Lifesaving And Diving Equipment** |
| **4235** | **Hazardous Material Spill Containment And Clean-Up Equipment And Material** |
| **4240** | **Safety And Rescue Equipment** |
| **4250** | **Recycling And Reclamation Equipment** |
| **4310** | **Compressors And Vacuum Pumps** |
| **4320** | **Power And Hand Pumps** |
| **4410** | **Industrial Boilers** |
| **4420** | **Heat Exchangers And Steam Condensers** |
| **4430** | **Industrial Furnaces, Kilns, Lehrs, And Ovens** |
| **4440** | **Driers, Dehydrators, And Anhydrators** |
| **4460** | **Air Purification Equipment** |
| **4510** | **Plumbing Fixtures And Accessories** |
| **4520** | **Space And Water Heating Equipment** |
| **4530** | **Fuel Burning Equipment Units** |
| **4540** | **Waste Disposal Equipment** |
| **4610** | **Water Purification Equipment** |
| **4710** | **Pipe, Tube And Rigid Tubing** |
| **4720** | **Hose And Flexible Tubing** |
| **4730** | **Hose, Pipe, Tube, Lubrication, And Railing Fittings** |
| **4810** | **Valves, Powered** |
| **4820** | **Valves, Nonpowered** |
| **4930** | **Lubrication And Fuel Dispensing Equipment** |
| **4940** | **Miscellaneous Maintenance And Repair Shop Specialized Equipment** |
| **5110** | **Hand Tools, Edged, Nonpowered** |
| **5120** | **Hand Tools, Nonedged, Nonpowered** |
| **5130** | **Hand Tools, Power Driven** |
| **5133** | **Drill Bits, Counterbores, And Countersinks: Hand And Machine** |
| **5140** | **Tool And Hardware Boxes** |
| **5180** | **Sets, Kits, And Outfits Of Hand Tools** |
| **5210** | **Measuring Tools, Craftsmen'S** |
| **5220** | **Inspection Gages And Precision Layout Tools** |

| | |
|---|---|
| **5280** | **Sets, Kits, And Outfits Of Measuring Tools** |
| **5305** | **Screws** |
| **5306** | **Bolts** |
| **5307** | **Studs** |
| **5310** | **Nuts And Washers** |
| **5315** | **Nails, Machine Keys, And Pins** |
| **5320** | **Rivets** |
| **5325** | **Fastening Devices** |
| **5330** | **Packing And Gasket Materials** |
| **5331** | **O-Ring** |
| **5340** | **Hardware, Commercial** |
| **5350** | **Abrasive Materials** |
| **5355** | **Knobs And Pointers** |
| **5360** | **Coil, Flat, Leaf, And Wire Springs** |
| **5365** | **Bushings, Rings, Shims, And Spacers** |
| **5430** | **Storage Tanks** |
| **5440** | **Scaffolding Equipment And Concrete Forms** |
| **5450** | **Miscellaneous Prefabricated Structures** |
| **5610** | **Mineral Construction Materials, Bulk** |
| **5620** | **Tile, Brick And Block** |
| **5630** | **Pipe And Conduit, Nonmetallic** |
| **5660** | **Fencing, Fences, Gates And Components** |
| **5855** | **Night Vision Equipment, Emitted And Reflected Radiation** |
| **5910** | **Capacitors** |
| **5920** | **Fuses, Arrestors, Absorbers, And Protectors** |
| **5925** | **Circuit Breakers** |
| **5935** | **Connectors, Electrical** |
| **5950** | **Coils And Transformers** |
| **5961** | **Semiconductor Devices And Associated Hardware** |
| **5965** | **Headsets, Handsets, Microphones And Speakers** |
| **5970** | **Electrical Insulators And Insulating Materials** |
| **5975** | **Electrical Hardware And Supplies** |
| **5998** | **Electrical And Electronic Assemblies, Boards, Cards, And Associated Hardware** |
| **6105** | **Motors, Electrical** |
| **6110** | **Electrical Control Equipment** |
| **6115** | **Generators And Generator Sets, Electrical** |
| **6120** | **Transformers: Distribution And Power Station** |
| **6125** | **Converters, Electrical, Rotating** |
| **6130** | **Converters, Electrical, Nonrotating** |
| **6135** | **Batteries, Nonrechargeable** |
| **6140** | **Batteries, Rechargeable** |
| **6145** | **Wire And Cable, Electrical** |
| **6150** | **Miscellaneous Electric Power And Distribution Equipment** |
| **6160** | **Miscellaneous Battery Retaining Fixtures, Liners And Ancillary Items** |
| **6210** | **Indoor And Outdoor Electric Lighting Fixtures** |
| **6220** | **Electric Vehicular Lights And Fixtures** |
| **6230** | **Electric Portable And Hand Lighting Equipment** |
| **6240** | **Electric Lamps** |
| **6250** | **Ballasts, Lampholders, And Starters** |
| **6260** | **Nonelectrical Lighting Fixtures** |

| | |
|---|---|
| **6330** | **Railroad Signal And Warning Devices** |
| **6350** | **Miscellaneous Alarm, Signal, And Security Detection Systems** |
| **6515** | **Medical And Surgical Instruments, Equipment, And Supplies** |
| **6530** | **Hospital Furniture, Equipment, Utensils, And Supplies** |
| **6532** | **Hospital And Surgical Clothing And Related Special Purpose Items** |
| **6545** | **Replenishable Field Medical Sets, Kits, And Outfits** |
| **6625** | **Electrical And Electronic Properties Measuring And Testing Instruments** |
| **6640** | **Laboratory Equipment And Supplies** |
| **6645** | **Time Measuring Instruments** |
| **6670** | **Scales And Balances** |
| **6720** | **Cameras, Still Picture** |
| **6730** | **Photographic Projection Equipment** |
| **6910** | **Training Aids** |
| **7110** | **Office Furniture** |
| **7125** | **Cabinets, Lockers, Bins, And Shelving** |
| **7210** | **Household Furnishings** |
| **7220** | **Floor Coverings** |
| **7230** | **Draperies, Awnings, And Shades** |
| **7240** | **Household And Commercial Utility Containers** |
| **7290** | **Miscellaneous Household And Commercial Furnishings And Appliances** |
| **7310** | **Food Cooking, Baking, And Serving Equipment** |
| **7320** | **Kitchen Equipment And Appliances** |
| **7330** | **Kitchen Hand Tools And Utensils** |
| **7360** | **Sets, Kits, Outfits And Modules, Food Preperation And Serving** |
| **7720** | **Musical Instrument Parts And Accessories** |
| **7810** | **Athletic And Sporting Equipment** |
| **7820** | **Games, Toys, And Wheeled Goods** |
| **7910** | **Floor Polishers And Vacuum Cleaning Equipment** |
| **7920** | **Brooms, Brushes, Mops, And Sponges** |
| **8010** | **Paints, Dopes, Varnishes, And Related Products** |
| **8020** | **Paint And Artists' Brushes** |
| **8105** | **Bags And Sacks** |
| **8110** | **Drums And Cans** |
| **8115** | **Boxes, Cartons, And Crates** |
| **8120** | **Commercial And Industrial Gas Cylinders** |
| **8125** | **Bottles And Jars** |
| **8130** | **Reels And Spools** |
| **8135** | **Packaging And Packing Bulk Materials** |
| **8340** | **Tents And Tarpaulins** |
| **8405** | **Outerwear, Men'S** |
| **8410** | **Outerwear, Women'S** |
| **8415** | **Clothing, Special Purpose** |
| **8430** | **Footwear, Men'S** |
| **8435** | **Footwear, Women'S** |
| **8440** | **Hosiery, Handwear, And Clothing Accessories, Men'S** |
| **8445** | **Hosiery, Handwear, And Clothing Accessories, Women'S** |
| **8540** | **Toiletry Paper Products** |
| **9150** | **Oils And Greases: Cutting, Lubricating, And Hydraulic** |
| **9505** | **Wire, Nonelectrical** |
| **9510** | **Bars And Rods** |

| | |
|---|---|
| **9530** | **Bars And Rods, Nonferrous Base Metal** |
| **9905** | **Signs, Advertising Displays, And Identification Plates** |
| **9915** | **Collectors' And/Or Historical Items** |
| **9999** | **Miscellaneous Items** |

## Disaster Response

Yes, this entity appears in the disaster response registry.

No, this entity does not require bonding to bid on contracts.

| Bonding Levels | Dollars |
|---|---|
| | **(blank)** |

| States | Counties | Metropolitan Statistical Areas |
|---|---|---|
| **Any** | **(blank)** | **(blank)** |

Minority Business Enterprise (MBE)
Mavich, LLC

# Mavich, LLC

has filed with the Agency an Affidavit as defined by NCTRCA Minority Business Enterprise (MBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

**NAICS 334419: OTHER ELECTRONIC COMPONENT MANUFACTURING**
**NAICS 423840: INDUSTRIAL SUPPLIES MERCHANT WHOLESALERS**

This Certification commences March 11, 2024 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: March 31, 2026
Issued Date: March 11, 2024
CERTIFICATION NO. HFMB68987N0326

Ronald C. Jordan, Jr

Certification Administrator

**From:** North Central Texas Regional Certification Agency
**To:** Mavich Sales
**Subject:** NCTRCA: MBE/WBE/SBE Approval Letter
**Date:** Monday, March 11, 2024 8:45:08 AM

Michelle Manfredini
Mavich, LLC
638 Stoneglen Dr
Keller, TX 76248

RE: Minority Business Enterprise (MBE) Certification Affidavit No. 22536

Dear Manfredini:

Congratulations! Your firm has been certified by the North Central Texas Regional Certification Agency ("NCTRCA") as a Minority Business Enterprise (MBE) in accordance with NCTRCA MBE/WBE/SBE certification eligibility program requirements. Your Certification Identification Number is **HFMB68987N0326**. Your firm is certified as a MBE/WBE/SBE in the following areas;

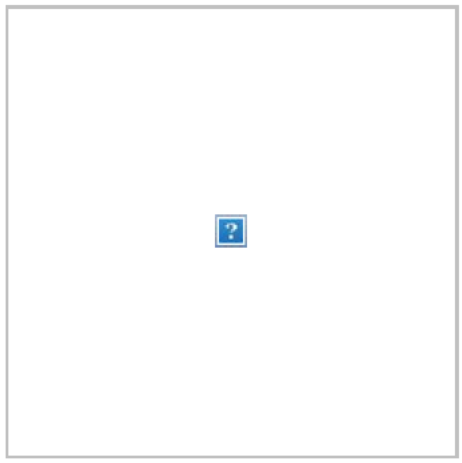
**NAICS 334419: OTHER ELECTRONIC COMPONENT MANUFACTURING**
**NAICS 423840: INDUSTRIAL SUPPLIES MERCHANT WHOLESALERS**

This certification is valid for two years from the date of this letter or, unless and until it has been removed in accordance with NCTRCA MBE/WBE/SBE certification eligibility procedures. In order to remain certified, you must submit every two years, on the anniversary of your certification, a "No Change Affidavit".

A No Change Affidavit is a sworn affidavit affirming that there have been no changes in the firm's circumstances affecting its ownership or control, or any material change in the information provided in its application for MBE/WBE/SBE certification, including the support documentation. Any changes to contact information, ownership, and/or expansion of services must be communicated to the NCTRCA within thirty (30) days of the change. Failure to provide these changes could result in your firm being removed from the certified vendor database. The NCTRCA reserves the right to re-evaluate a firm's certification status at anytime that it determines such re-evaluation is warranted.

Thank you for your participation in the NCTRCA MBE/WBE/SBE Certification Program. Please contact me at 817-640-0606 if you have any questions or if I can be of assistance to you.

Sincerely,



Angela Alexander
Executive Director

This message was sent to: sales@mavich.com
Sent on: 3/11/2024 8:45:01 AM
System ReferenceID: 221925655

Grainger delivers a wide range of services, *both value-added and fee-based*, for our customers to help increase efficiency, remove costs out of your operations and keep your people safe**.**

**Please see the following value-added services:**

1. Consulting Services
    a. Grainger's Documented Value Program
2. eProcurement Solutions
3. Inventory Management Solutions
4. Field Safety Specialist Support & Safety Resources
5. Managed Footwear Program
6. Grainger Private Label

**Please see the following fee-based services:**

7. Environmental, Health and Safety (EHS) Services
8. Energy Services
9. Facility Services

## 1. Consulting Services

Grainger Consulting Services is an industry-leading team of experts that is dedicated to helping Region 4 Members solve its most pressing MRO challenges. Grainger's team analyzes Valvoline's current state and identifies relevant and comprehensive opportunities for improvements. **Based on our findings, most customers have the opportunity to take as much as 15-25% or more out of their total MRO costs.**

Consulting projects can range from single site assessments to enterprise-wide evaluations of your overall MRO procurement, inventory, and product selection processes. The focus is to understand current state and identify opportunities for improvement that drive productivity and cost savings for your organization.

**Grainger's Cost-Driven Differentiators:** Grainger Consulting Services has built its strategy and expertise around three major cost areas. Each can represent a significant opportunity to deliver savings and value back to Valvoline's organization.

1. **Process**: Grainger can help improve productivity by simplifying Valvoline's procurement and inventory processes while lowering the internal cost to procure and manage MRO parts and supplies.
2. **Supplier**: Grainger will show Region 4 Members how to leverage its suppliers to get the most value for every dollar spent. Grainger's goal is to consolidate spend among fewer suppliers who do more to return value.
3. **Inventory**: Grainger will help optimize Valvoline's inventory position, improve services levels, and minimize the risk of stock-outs — resulting in better operational performance.

**Grainger's Approach to Continuous Improvement:** Grainger uses a Six Sigma problem-solving methodology known as DMAIC. This proven continuous improvement approach ensures that Grainger's services deliver consistency and quality.

**Organizations who choose Grainger's consulting services and implement the recommendations typically save:**

- 20 to 30% in process costs
- 10 to 20% in product and supplier costs
- 25 to 35% in inventory costs

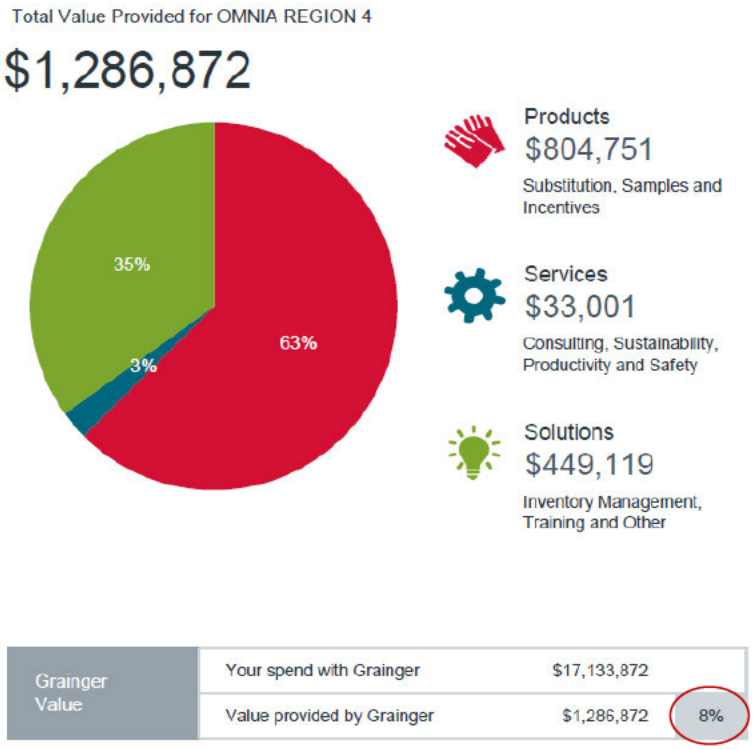
**Grainger's Partnership:** Grainger will work with Region 4 Members through four steps to drive consistency and results, from the first conversation through implementation.

1. Offer Selection
2. Statement of Work
3. Engagement
4. Implement Change

## 1A Grainger Documented Value Program

Grainger delivers value to help customers control and lower costs through products, services, and solutions. Grainger's Documented Value Program is the technology solution developed by Grainger which enables the tracking, visibility and reporting to the value Grainger delivers your organization.

- The Documented Value Program uses technology to track 24+ points of value across Grainger's products, services and solutions.
- The Grainger Value Receipt℠ provides documentation of a specific value approved by a location.
- The Grainger Value Statement provides a comprehensive summary of the total value Grainger provides in a report customized to you.




| Grainger Value | | | |
|---|---|---|---|
| | Your spend with Grainger | $17,133,872 | |
| | Value provided by Grainger | $1,286,872 | 8% |

*Grainger value extends beyond the products we deliver. Our Products, Services, and Solutions help our customers control and lower costs. This document provides a snapshot of the value Grainger provides.*

*The graphic to the left presents actual Region 4 ESC data from 6/2023 – 5/2024. For every dollar spent by Region 4 ESC Members, 8% is returned,*

## 2. eProcurement

Grainger's eProcurement solutions automate the Procure-to-Pay Purchasing Process to streamline and standardize shopping, order, invoice and even payment.

**Grainger eProcurement solutions** can integrate Valvoline's purchasing and enterprise resource planning (ERP) system or Marketplace, like SAP, Coupa, Jaggaer, GEP, and hundreds more, with a punch out experience. For no additional fees, Grainger connects to customers through electronic marketplaces, exchanges, or ERP systems via universal technology standards like cXML and EDI. Customers can punch out to Grainger's online catalog, create a requisition, and return the shopping cart back to the marketplace for review and approval.

When customers implement an eProcurement Procure-to-Pay solution it allows them to:

- Control spend more effectively.
- Increase user productivity with streamlined processes and standardization.
- Spend Controls with approvals within the eProcurement system.
- Centralized Reporting with the eProcurement system.
- Improved requisition-to-order cost and cycle time.

Grainger can set up a scoping call with its eCommerce Solutions team to understand needs and customizations to ensure a proper integration. Grainger has **experience with hundreds of eProcurement platforms** and can provide end-to-end integration to drive streamlined and standardized processes. This means Region 4 Members will reduce costs through productivity enhancements and lowering Valvoline's direct ordering cost. Grainger's dedicated team of experts will help Region 4 Members customize and implement the solution.

Some of the most popular ERP and supply chain/procurement platforms selected by Grainger customers include:

SAP Ariba, coupa, infor, JAGGAER, Allscripts, GHX, BirchStreet, LAWSON, ORACLE PEOPLESOFT, McKESSON, workday.

## 3. Inventory Management Solutions

Grainger's KeepStock® Inventory Management Solutions help customers better understand their inventory and reduce the costs to manage it. Grainger's solutions can enable multiple cost-savings opportunities around Valvoline's **process, inventory, and product.** Today Grainger helps over 22,500 customer facilities manage over 14,000,000 storage areas.

Grainger's solutions range from providing digital technology that helps customers manage its own inventory levels, **Customer Managed Inventory (CMI),** to standard Vendor Managed Inventory (VMI) solutions, **Replenish and Onsite including Vending,** to managing complete storeroom or crib across multiple suppliers' products with our KeepStock® **Managed solution. To meet customer requirements, Grainger can implement any and all solutions at a single customer location**.

***Grainger's KeepStock® Solutions***

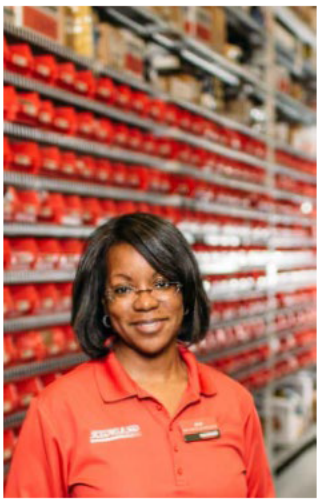
| CMI | REPLENISH | VENDING | ONSITE | MANAGED |
|---|---|---|---|---|
| Digital tools for improved visibility and management of Grainger materials | Scheduled visits help ensure the right Grainger materials are kept on hand | Control consumption of Grainger material at the point of use | Dedicated resource with daily presence manages all Grainger materials | Specialist provides MRO supply chain expertise and multi-supplier support |
| **Digital Tools for Customer Managed Inventory** | **VMI Program** | **Secure Inventory Management** | **Dedicated Expanded VMI Program** | **Comprehensive Inventory Mgt. Solution** |

**Why Grainger's Inventory Management Solutions?**

1. Inventory management is not a "one size fits all" solution. Grainger takes a **customer-centric approach** to align solutions with Valvoline's needs.
2. Grainger will conduct a collaborative deep dive with your team to identify **the ideal inventory solution** by understanding Valvoline's complete inventory process.
3. Grainger's Onsite Service Representatives (OSRs) are **non-commissioned team members** whose goals center around ensuring you have the inventory you need when you need it.
4. Grainger will jointly establish min/max inventory levels with Region 4 Members **to ensure product availability when and where a product is needed.**
5. Grainger takes an ongoing **continuous improvement (CI) approach** to help Region 4 Members optimize inventory through ongoing business reviews with our easy-to-use, data-driven reporting.

## KEEPSTOCK® REPLENISH (VMI)

KeepStock® Replenish is a vendor-managed inventory (VMI) solution that helps manage, streamline ordering and stock commonly used Grainger items and support spot buy urgent needs. Your dedicated Grainger representative will work with you to determine the products and levels that need managing, as well as setting approvals for orders if required.



On a pre-determined schedule, your Grainger onsite resource will:

- Reorder products based on min/max.
- Restock Grainger products in designated areas.
- Bar code and label Grainger managed products.
- Handle Grainger purchasing and purchase orders.
- Support spot buys.
- Expedite invoices and inquiries.
- Help find hard-to-find products.
- Cross-reference Grainger products to add.

## KEEPSTOCK® VENDING

KeepStock® Vending is an industrial dispensing solution that uses secure machines to control issuance and is the best answer when Region 4 Members need 24/7 access to products at point-of-use locations. This is an ideal solution for controlled access to consumable inventory and can be used for durable goods check-in and check-out. This option helps the customer with consumption reduction, shrinkage, and accountability for high-cost test instruments and tools.

There are **no delivery, installation, maintenance, rental, or usage fees for the Grainger equipment. Grainger will review the specific needs of Region 4 Members and custom design and build a vending solution to meet those needs**. Grainger provides complete project management of the vending machines implementation — including planning, transportation, installation, onsite training, and replenishment services. Region 4 Members are responsible for providing the employee list or means of authentication, the necessary electrical connection, and connectivity requirements (Wi-Fi, CAT5 or cellular).

*Shown to the left are Grainger's most popular vending machine configurations to support customer inventory requirements.*

*Grainger has other machines available to meet specific inventory requirements and needs.*

## 4. Field Safety Specialist Support & Safety Resources

Grainger's 50+ **Field Safety Specialists** and virtual safety professionals help solve customer's EH&S challenges by providing safety assessments, cost-savings proposals, and program standardization strategies. The safety professionals are strategically positioned across the US to bring safety and health knowledge to Valvoline's location. They can align the right supplier representatives and additional technical resources to help meet Valvoline's product and services needs. Team member credentials include:

- Board of Certified Safety Professionals (BCSP) certifications – Associate Safety Professional (ASP), Certified Safety Professional (CSP), Occupational Health and Safety Technician (OHST) Safety Management Specialist (SMS), and Safety Trained Supervisor (STS).
- Board of Canadian Registered Safety Professionals certifications – Canadian Registered Safety Professional (CRSP) and Canadian Registered Safety Technician (CRST)
- **Qualified Safety Sales Professionals (QSSP)**, as conferred by the International Safety Equipment Association (ISEA)
- **OSHA** 30-hour and OSHA-10 hour **trained safety professionals**

**Resources:** Grainger provides the following resources for customers for no additional fees:

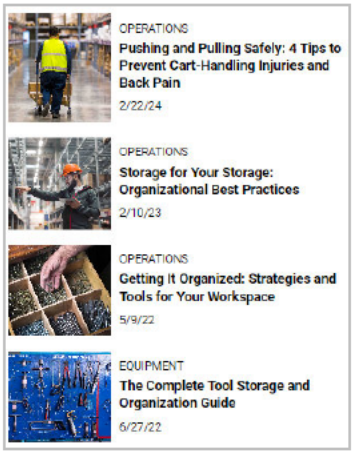
1. **Technical Product Support:** Grainger's dedicated team of Technical Product Support safety specialists are ready to help direct your team to the right products, services, and resources. They can help answer a variety of questions, including:
   - ✓ Pre- and post-application questions related to EHS products and equipment
   - ✓ Chemical compatibility
   - ✓ Compliance questions

Technical Product Support is available from 7 a.m. to 7 p.m. Central Time, Monday to Friday and can be reached at 1-800-GRAINGER.

GRAINGER KnowHow

SAFETY OPERATIONS EQUIPMENT PEOPLE TRENDS BREAK ROOM

2. **Safety Know-How:** Grainger **Safety Know-How®** on www.Grainger.com/know-how helps support our customers and their teams with their informational needs. Safety Know-How® information is accessible at any time. Examples include:
   - ✓ Safety news, articles, videos, and interactive content
   - ✓ Industry-related news
   - ✓ Equipment guides, checklists, and videos
   - ✓ Operational management solutions and best practices
   - ✓ Industry specific business insights



**Committed to Innovation and Safety Leadership:** Grainger maintains collaborative relationships with many key organizations **and is the only industrial supplier inducted into the National Safety Council's Campbell Institute.** These partnerships include:

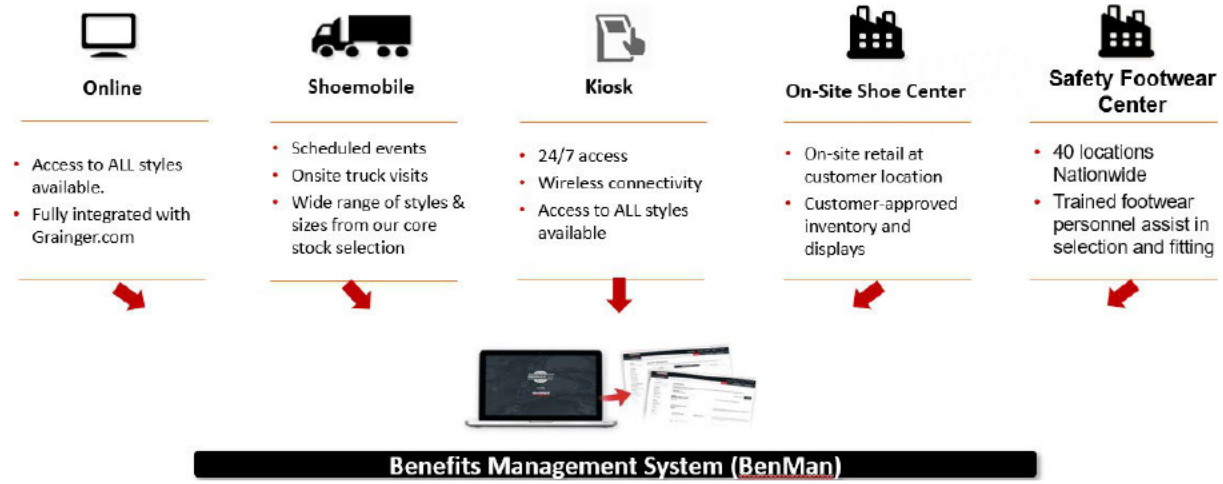
- American Society of Safety Professionals
- Board of Certified Safety Professionals (EH&S) Innovation Council
- National Safety Council
- Retail Industry Leaders Association
- Semiconductor Environmental Safety & Health Association

Grainger's EH&S Innovation Council is comprised of top EH&S organizational leaders from a variety of industries (Fortune 100 companies), Academic Institutions, and Professional Associations. **These relationships help keep Grainger on the forefront of safety and health industry trends.**

## 4. Managed Footwear Program

Grainger's managed footwear program is ready to help Region 4 Members avoid foot injuries from workplace hazards such as heavy objects, slippery surfaces, and exposure to live electrical currents. Grainger offers over 500 footwear styles and more than 40 leading brand names, including one of the industry's largest selections of women's protective toe styles to help keep your employees safe.

Grainger offers five (5) solutions to help Region 4 Members manage its safety shoe program more easily — and save time and money.




1. **Online Safety Footwear Program:** Through Grainger's online program, Region 4 Member scan:
   - Set up footwear selection guidelines for employees based on their work environments.
   - Track employee purchases.
   - Manage eligibility.
   - Administer payroll deductions.
   - Apply company contribution subsidies.

- Generate customized reports.

2. **Grainger Footwear Shoemobiles:** Grainger's Shoemobile trucks look just like a shoe store inside. They can display dozens of footwear styles and stock the safety shoes approved for the work Region 4 Members does. Trained footwear professionals measure for the proper fit and comfort and checkout your employees quickly using a Point-of-Sale System.

3. **Grainger Kiosk:** Employees can visit a Grainger Kiosk to order their next pair of safety shoes. The kiosk provides 24/7 access to your web portal program on Grainger.com and the Benefits Management System ensures accurate application of subsidy and style restrictions. (Minimum requirement for a kiosk to be installed is 150 pair on an annual basis transacted through the Kiosk.)

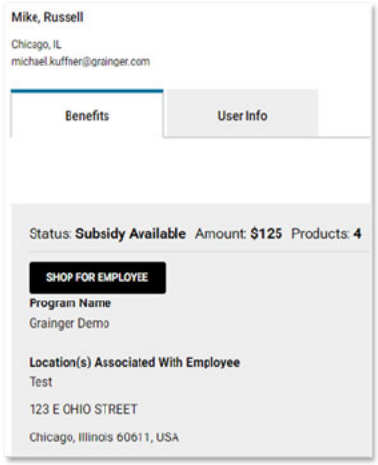
4. **Grainger Safety Footwear Centers:** Select Grainger branches in the U.S. stock the most popular safety shoe styles and brands. Ask your Grainger account manager for the nearest location. Grainger's friendly and knowledgeable customer service staff will help ensure a proper fit in the approved styles.

5. **On-site Safety Footwear Centers:** This convenient option is available for businesses with large employee bases that meet targeted purchase volumes. If Region 4 Members qualifies, its employees could try on their next pair of shoes at an in-house Safety Footwear Center — with company-approved inventory and displays. Grainger's customer service staff will measure for the proper fit to help avoid foot hazards.

**Benefit Management System**

Grainger can help make administering a quality safety footwear program easier. Whether buying shoes through Grainger's online tools, at a Grainger Safety Footwear Center, or from a Shoemobile, the Benefit Management System (BMS) can help manage Valvoline's footwear program. Grainger's BMS offers:

- A connected, consistent shopping experience.
- Monthly invoicing with all sales on one invoice.
- 24/7 online shoe benefit inquiry.
- Allows Style restrictions.
- Manage eligibility and subsidies.
- Track purchase history.
- Run customizable reports.
- Payroll Deduction.




*Subsidies and eligibility can be quickly input into the system to manage payroll information.*

**Grainger's Benefit Management Program can manage more than just footwear.** We can also manage your prescription eyewear programs or product categories you select within Grainger's general catalog. For programs which have subsidies in commodity categories provided to employees, by quantity or dollar amount, this solution drives compliance, efficiency and reporting capabilities by individual employees.

| Managed Footwear Programs | Prescription Eyewear Programs* | Benefit Management System |
|---|---|---|
| • Online Safety Footwear Program<br>• Kiosk-Based Safety Footwear Program<br>• Grainger Safety Footwear Center<br>• On-Site Safety Footwear Center<br>• Grainger Shoemobile Program | • Online Prescription Eyewear Program<br>• On-Site Prescription Eyewear Program<br>• Kiosk-Based Prescription Eyewear Program<br>**Packages, options and pricing vary by program* | • Tools<br>• Workwear<br>• Safety-PPE<br>• Test Instruments*<br>**Product categories can be customized.* |

## 5. Grainger Private Label

Grainger has been providing Private Label products and solutions to our customers since 1937. Grainger Private Label products can help Region 4 Membersdo more with less by providing easy access to dependable products whose quality matches national-brand quality standards. Grainger Private Label products will help keep your facility functioning and have an expanded product offering in multiple categories with a broad selection at https://www.grainger.com/content/mc/product-collections/grainger-brands.

**Benefits of Grainger's Private Label to Region 4 Members include:**

- Grainger Brand products are lab tested to ensure they provide the quality and dependability you need.
- Grainger Brands deliver high performance at the right value.
- A broad range of products means Grainger can offer quality solutions that address a wide array of needs whether it be safety, tools, janitorial and more.

| | |
|---|---|
| Air Handler | **Air Filtration Products:** Air Filter Frames, Air Filters, Fan Shrouds, Paint Booth Liner Paper, Specialty Filtration |
| Condor A GRAINGER BRAND | **Personal Protective Equipment:** Earmuffs, Eyewear Side Shields, Face Shields, Gloves, Hard Hat Liners, Headgear, High-Visibility Apparel, Protective Clothing, Rainwear, safety Glasses, Safety Goggles, Dust Masks, Safety Footwear. |
| WESTWARD A GRAINGER BRAND | **Industrial Hand Tools:** Tool Storage, Master Tool sets, Mechanics Tools, Hand Tools, Test Instruments, Stationary Power Tools, Pneumatics, Fleet Vehicle Maintenance, Lift Equipment, Precision Measurement, Shop Supplies, Outdoor Equipment, Safety. |
| Dayton A GRAINGER BRAND | **Electromechanical & Material Handling:** Motors, Power Transmission, HVAC, Pumps, Vacuums, Battery Chargers, Dust Collectors, Stationery Tools, Pneumatics, Relays, Hand Trucks, Carts, Pallet Trucks, Lifts, Winches. |
| LumaPro | **Lighting & Fixtures:** Lamps, Ballasts, Deck Lights, Dock Lights, Flashers, Flashlights, Jobsite Lighting, Fixtures, Machine Tool Lights, Magnifier Lights, Motion Sensors, Portable Lighting, Recessed Lighting, Task & Task Lighting. |
| SPEEDAIRE A GRAINGER BRAND | **Pneumatics:** Abrasive Blasters, Air Compressors & Accessories, Air Dryers, Low Oil Monitors, Compressor / Generators, Desiccant Dryers, Dry air Systems, Hose Reels, Oil Filters, Spray Guns & Accessories. |
| TOUGH GUY | **Janitorial Supplies:** Cleaning Chemicals, Cleaning Supplies, Hand & Personal Hygiene, Restroom Equipment, Waste containers & Liners.. |

## 6. Environmental, Health and Safety Services

For more than 90 years, Grainger has been focused on helping customers in all industries keep their people safe and facilities productive. Safety demands a 24/7 commitment. Customers can count on Grainger for a total safety solution - **products, services, resources, and expertise**.

**Products:** As a full-line distributor of safety products, Grainger carries **over 165,000 safety products** from 700 industry-leading safety manufacturers.

**Services:** Over the years Grainger has recognized that customers need more than products, they also need safety services that support their operations such as assessments, audits and testing, consulting and turnkey solutions, program and procedure development, training and much more. Certain services are available through Grainger's third-party service network.

**Total Safety Solution:** Grainger strives to understand the safety challenges organizations face and builds its safety capabilities and solutions specifically to meet your programs and goals. Grainger builds its offers through a combination of products, services, resources, and expertise. This approach maximizes Grainger's abilities to help you reduce risk and injury, improve compliance, and, ultimately, improve productivity levels.

| Environmental | Health | Safety | |
|---|---|---|---|
| Air | Temperature Stress | Personal Protective Equipment (PPE) | Safety Communications |
| Water | Medical First Aid | Slips & Trips | Confined Space |
| Waste | Occupational Health Programs | Working at Elevated Heights | Electrical Safety |
| Chemical Management | Respiratory Protection | Lockout / Tagout | Lone Worker |
| | Hearing Conservation | Industrial Vehicles & Equipment | Hot Work |
| | Ergonomics | Machine guarding | Emergency Planning & Response |
| | Radiation Safety | | |

Grainger's Environmental, Health & Safety Services are designed to help Region 4 Members protect your people, your facilities and the environment. Through our network of qualified, insured and licensed service providers, we can provide comprehensive solutions that help you meet your EH&S goals. **Within each area Grainger Services can assist with:**

- Assessments, Audits, Studies & Testing
- Program, Procedures, Plans & Policies
- Training
- Installations, Repairs, Certifications & Permitting
- Specialty Services, Workshops, & Rentals

**Safety Services:**

Arc Flash/Electrical Safety Services
Confined Space Services
Emergency Planning and Response Services
Fall Protection/Working at Elevated Heights Services
Fire Protection/Life Safety Services
Machine Guarding Services
Material Handling/Lifting Services
Safety Consultant Services
Turnarounds/Safety Product Services
Technician Skill Training Services
Lockout/Tagout Services

**Health Services:**

- Airborne Contaminants & Noise Services
- Ergonomics Services
- Medical/First Aid Services
- Occupational Health Services

**Environmental Services:**

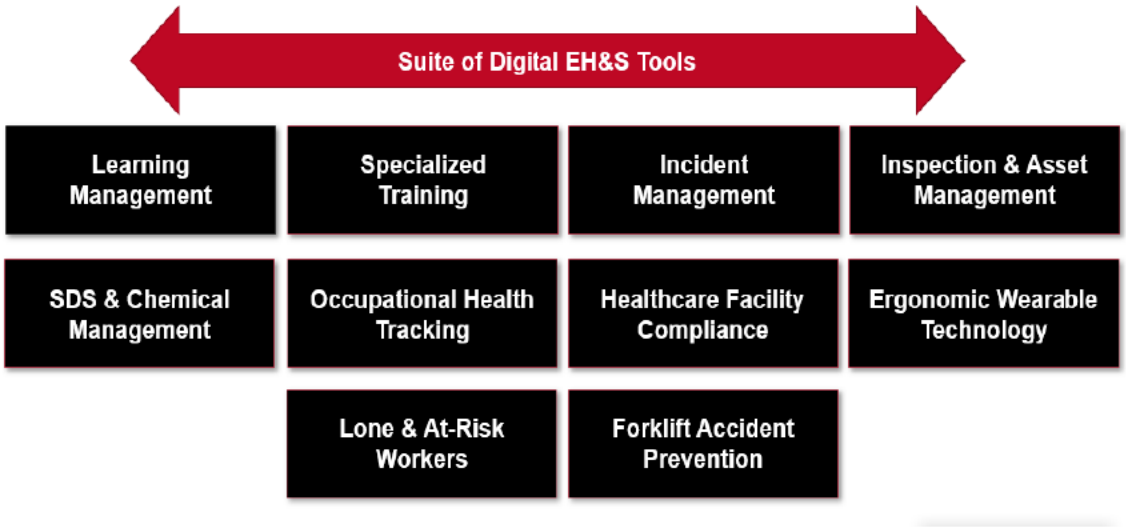
- Environmental Consultant Services

*Grainger has multiple eyewear solutions to meet your employees' needs*

**Prescription Safety Eyewear Programs:** Many companies realize the need for a solution to protect employees from eye hazards and maintain productivity. These companies have implemented prescription safety eyewear programs. Grainger partners with leading providers that can offer our customers multiple solutions for safety prescription eyewear needs.

**EHS Digital Services:** A suite of online subscription tools, EH&S Digital Services help you improve EH&S tracking and management while increasing productivity. These tools make it easier than ever to maintain critical EH&S and facility activity and information to help you:

- Save time and money while creating a safer workplace
- Reduce injuries, illnesses and exposure to fines
- Increase productivity with automated EH&S tracking tools managed right from your PC or mobile device
- Ensure compliance and drive standardization




## 7. Energy Services

The Grainger Energy Services team can identify and implement a wide range of efficient solutions for CAT through its network of qualified, insured and licensed service providers. Our service providers help facilitate the installation of energy - saving and water conservation measures. Grainger can also help Region 4 Members secure applicable incentives and rebates for energy and water - saving projects.

- Lighting Retrofits and Upgrades
- HVAC Filter Replacement & Preventative Maintenance
- HVAC Optimization, Upgrades & Retrofits
- Motor & Drive Upgrades
- Solar Panel & Battery Storage
- Electrical Services
- Electric Vehicle Charging Stations
- Steam Trap System Studies/Upgrades
- Thermal Blanket Installation
- Water Conservation Upgrades

| | |
|---|---|
| **Lighting Services**<br>LED Lighting Upgrades<br>UV-C Disinfecting Solutions<br>Midstream Utility Rebates | **HVAC Services**<br>Filter Replacement/Preventative Maintenance/Repairs<br>Optimization/Upgrades<br>Purifying/Disinfecting Solutions |
| **Mechanical System Services**<br>Motor & Drive Upgrades<br>Steam System Assessments & Upgrades<br>Compressed Air Studies/Upgrades<br>Dust Collection System Studies/Upgrades | **Sustainability Services**<br>Solar Panel Installation & Battery Storage<br>Electric Vehicle Charging Station Install<br>Water Conservation |
| **Electrical Services & Repairs**<br>Engineering Services - Maintenance & Testing<br>Turnkey Installation - Medium/Low Voltage Services | |

**Midstream Utility Rebate Incentives:** Grainger can help Region 4 Members meet its energy reduction goals through discounted energy-efficient products. This program is available in several areas across the U.S.

- If eligible, Grainger delivers rebates on approved energy-efficient products.
- Once enrolled, rebates for eligible energy-efficient products are automatically applied upon purchase.
- Rebates are credited to Valvoline's Grainger account.

## 8. Facility Services

What important steps are you taking to help protect the investment in your physical assets? How are you maintaining your aging building? By conducting regular facility audits and staying on top of maintenance and repairs, companies have discovered ways to get more value from their physical assets. Working with proven third-party providers, Grainger offers solutions to help prolong the life of your buildings.

| Building Envelope Services & Paving | Assembly & Installation Services | Flooring Services |
|---|---|---|
| • Roofing Services<br>• Façade Services<br>• Parking Garage Services<br>• Building Condition Assessments | • Shelving & Racking<br>• Fencing<br>• Modular Units<br>• Lab Furniture & Equipment | • Concrete Repair<br>• Line Striping<br>• Resinous Flooring Repair & Installations |

•••

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# RESOLUTION NO. 25-301

## AUTHORIZING A CONTRACT EXTENSION FOR THE MILL CREEK SSA HOLIDAY LIGHTS & DÉCOR SERVICES WITH IT'S A WONDERFUL LIGHT (BID# 22-029)

WHEREAS, bids were solicited for the Mill Creek SSA Holiday Lights & Décor Services (BID# 22-029). A total of four (4) bids were received; and

WHEREAS, the lowest responsive, responsible bidder, as per bid documents and specifications was It's a Wonderful Light of Elk Grove Village, IL; and

WHEREAS, this was a two (2) year contract with option to extend for three (3) additional one-year renewal periods, if mutually agreed upon by both parties. This is the second one (1) year renewal of three (3); and

WHEREAS, adequate funds have been budgeted and are available in the FY2025 Mill Creek SSA operating budget.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is authorized and directed to execute the second one (1) year contract extension for the Mill Creek SSA with It's a Wonderful Light, 695 Lunt Ave., Elk Grove Village, IL 60007 for a not to exceed amount of Ten Thousand, Eight Hundred Sixty Dollars ($10,860).

*Line Item:* 520.690.730.52120, Various
*Line Item Description:* N/A
*Was Personnel/Item/Service approved in original budget or a subsequent budget revision?*
*Are funds currently available for this Personnel/Item/Service in the specific line item?*
*If funds are not currently available in the specified line item, where are the funds available?* N/A

Passed by the Kane County Board on September 9, 2025.

| | |
|---|---|
| _____ | _____ |
| John A. Cunningham, MBA, JD, JD | Corinne M. Pierog MA, MBA |
| Clerk, County Board | Chairman, County Board |
| Kane County, Illinois | Kane County, Illinois |

Vote:

## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

**Title**

Authorizing a Contract Extension for the Mill Creek SSA Holiday Lights & Décor Services with It's a Wonderful Light (BID#22-029)

**Committee Flow:**
Administration Committee, Executive Committee, County Board

**Contact:**
Roger Fahnestock, 630-232-3571

**Budget Information**:

| | |
|---|---|
| Was this item budgeted? Yes | Appropriation Amount: $10,860 |
| If not budgeted, explain funding source: N/A | |
| Was this item passed through the appropriate committee? Yes | |

**Summary**:

This resolution authorizes the 2nd one year extension for Holiday Lights & Décor Services with It's a Wonderful Light for the Mill Creek SSA in a not to exceed amount of $10,860.

**It's A Wonderful Light**
695 Lunt Ave
Elk Grove Village IL 60007
United States
630-445-8506 west@iawlight.com

www.iawlight.com

# INVOICE

**Bill To**

Attn: Brooke Hampel
Mill Creek Subdivision
719 S. Batavia Ave, Building A
Geneva IL 60134
United States

**DATE:**
8/1/2025
**INVOICE #:**
INV2128

| SALES REP | Install Date |
|---|---|
| Gonzalez,Stephani | 10/11/2025 |

| ITEM | DESCRIPTION | QTY | AMOUNT |
|---|---|---|---|
| . | N MILL CREE DR & FABYAN PKWY ENTRANCE | | |
| WARM WHITE 5MM CIRCLE WRAP | LED 5mm WARM WHITE lights on trees as shown in display - 4 TREES IN CENTER ISLAND - CHANGED FROM 2022 | 104 | $2,626.00 |
| . | | | |
| . | S MILL CREEK DR & FABYAN PKWY ENTRANCE | | |
| WARM WHITE 5MM CIRCLE WRAP | LED 5mm WARM WHITE lights on trees as shown in display - 4 PINE TREES | 120 | $3,030.00 |
| . | | | |
| . | KESLINGER RD & BRUNDIDGE RD ENTRANCE | | |
| WARM WHITE 5MM SHRUB | LED 5mm WARM WHITE lights on shrubs as shown on display - LARGE CENTER SECTION OF BUSHES | 25 | $575.00 |
| WARM WHITE 5MM CIRCLE WRAP | LED 5mm WARM WHITE lights on trees as shown in display - ON HAWTHORNE TREE | 30 | $757.50 |
| . | | | |
| . | KESLINGER RD & FRIENDSHIP WAY ENTRANCE | | |
| WARM WHITE 5MM CIRCLE WRAP | LED 5mm WARM WHITE lights on trees as shown in display - ON HAWTHORNE TREE AND 3 LARGE PINE TREES | 60 | $1,515.00 |
| . | | | |
| . | S MILL CREEK DR & S HYDE PARK | | |

**It's A Wonderful Light**
695 Lunt Ave
Elk Grove Village IL 60007
United States
630-445-8506 west@iawlight.com

www.iawlight.com

# INVOICE

**Bill To**

Attn: Brooke Hampel
Mill Creek Subdivision
719 S. Batavia Ave, Building A
Geneva IL 60134
United States

**DATE:**
8/1/2025
**INVOICE #:**
INV2128

| ITEM | DESCRIPTION | QTY | AMOUNT |
|---|---|---|---|
| WARM WHITE 5MM CIRCLE WRAP | LED 5mm WARM WHITE lights on trees as shown in display - ON LARGE SHADE TREE ADJACENT TO GAZEBO | 20 | $505.00 |
| . | | | |
| . | BRIDGES & GAZEBOS | | |
| MISC ITEM SERVICE | Balsam Fir live garland - 4 GAZEBOS ONLY | 4 | $359.96 |
| MISC ITEM SERVICE | BALSAM FIR LIVE WREATH 22" WITH RED BOW HUNG AT END OF EACH BRIDGE - ONE AT EACH GAZEBO | 4 | $139.96 |
| . | | | |
| . | INCLUDES ALL MATERIALS & LABOR FOR INSTALLATION AND REMOVAL | | |

We kindly ask for a 50% deposit to hold your place on the schedule and the remainder after the install is complete. The accepted methods of payment are:

1. Zelle (info@iawlight.com)
2. Check via mail
3. Credit card over the phone (3.4% merchant fee applies)

Please call to confirm or make a deposit to ensure your spot on the schedule.

| | |
|---|---|
| **Total** | $9,508.42 |
| Payments/Credits | $0.00 |
| Balance Due | $9,508.42 |

Customer Signature: _____

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# RESOLUTION NO. 25-302

## AUTHORIZING ADDITIONAL FUNDS FROM THE MILL CREEK SSA BUDGET FOR THE MILL CREEK SSA LANDSCAPE MAINTENANCE SERVICES PROGRAM (TREE RELATED SERVICES) WITH LANGTON GROUP (BID# 24-025-TK)

WHEREAS, Kane County Mill Creek SSA is currently in contract with Langton Group of Woodstock, IL for the Mill Creek SSA Landscape Maintenance Services Program (Tree Related Services); and

WHEREAS, Resolution No. 24-142 approves One Hundred Sixty Thousand Dollars ($160,000) per fiscal year; and

WHEREAS, the Kane County Mill Creek SSA has had additional project needs for the Landscape Maintenance Services Program (Tree Related Services); and

WHEREAS, the Kane County Mill Creek SSA requests authorization to spend an additional amount of Forty Thousand Dollars ($40,000) per fiscal year project needs; and

WHEREAS, adequate funds are budgeted and are available in the Mill Creek SSA budget.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Kane County Mill Creek SSA is hereby authorized to expend up to Two Hundred Thousand Dollars ($200,000) with Langton Group per fiscal year due to additional Landscape Maintenance Services Program (Tree Related Services) needs throughout the Kane County Mill Creek SSA.

*Line Item:* 520.690.730.52120, Various
*Line Item Description:* Repairs and Maintenance. - Grounds, Various
*Was Personnel/Item/Service approved in original budget or a subsequent budget revision?*
*Are funds currently available for this Personnel/Item/Service in the specific line item?*
*If funds are not currently available in the specified line item, where are the funds available?* N/A

Passed by the Kane County Board on September 9, 2025.

| | |
|---|---|
| _____ | _____ |
| John A. Cunningham, MBA, JD, JD | Corinne M. Pierog MA, MBA |
| Clerk, County Board | Chairman, County Board |
| Kane County, Illinois | Kane County, Illinois |

Vote:

## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

**Title**

Authorizing Additional Funds from the Mill Creek SSA Budget for the Mill Creek SSA Landscape Maintenance Services Program (Tree Related Services) with Langton Group ( BID#24-025-TK)

**Committee Flow:**
Administration Committee, Executive Committee, County Board

**Contact:**
Roger Fahnestock, 630-232-3571

**Budget Information**:

| | |
|---|---|
| Was this item budgeted? Yes | Appropriation Amount: $200,000 |
| If not budgeted, explain funding source: N/A | |
| Was this item passed through the appropriate committee? Yes | |

**Summary**:

This resolution authorizes an additional $40,000 for Landscape Maintenance Services Program (Tree Related Services) with Langton Group based on additional project needs.

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# RESOLUTION NO. 25-303

## AUTHORIZING ADDITIONAL FUNDS FROM THE MILL CREEK SSA BUDGET FOR TRADES, LABOR, MATERIALS, AND RELATED SERVICES FOR SIDEWALK TRIP HAZARD REMOVAL WITH PRECISION CONCRETE CUTTING, INC. FOR THE MILL CREEK SPECIAL SERVICE AREA (TIPS CONTRACT# 23010402)

WHEREAS, Kane County Mill Creek SSA is currently in contract with Precision Concrete Cutting, Inc. for Trades, Labor, Materials, and Related Services for Sidewalk Trip Hazard Removal; and

WHEREAS, Resolution No. 25-253 approves Thirty Thousand Dollars ($30,000) per fiscal year; and

WHEREAS, the Kane County Mill Creek SSA has had additional project needs for Trades, Labor, Material, and Related Services for Sidewalk Trip Hazards Removal as a result of additional trip hazards being reported needing attention; and

WHEREAS, the Kane County Mill Creek SSA requests authorization to spend an additional Fifty Thousand Dollars ($50,000) per fiscal year in additional funds for the additional project needs; and

WHEREAS, adequate funds are budgeted and are available in the Mill Creek SSA budget.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Kane County Mill Creek SSA is hereby authorized to expend up to Eighty Thousand Dollars ($80,000) with Precision Concrete Cutting, Inc. per fiscal year due to the additional Trades, Labor, Materials, and Related Services for Sidewalk Trip Hazard Removal needs throughout the Kane County Mill Creek SSA.

*Line Item:* 520.690.730.52120, 520.690.730.52020, Various
*Line Item Description:* Repairs and Maintenance. - Grounds, Repairs and Maintenance- Roads, Various
*Was Personnel/Item/Service approved in original budget or a subsequent budget revision?*
*Are funds currently available for this Personnel/Item/Service in the specific line item?*
*If funds are not currently available in the specified line item, where are the funds available?* N/A

Passed by the Kane County Board on September 9, 2025.

| | |
|---|---|
| _____ | _____ |
| John A. Cunningham, MBA, JD, JD | Corinne M. Pierog MA, MBA |
| Clerk, County Board | Chairman, County Board |
| Kane County, Illinois | Kane County, Illinois |

Vote:

## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

**Title**

Authorizing Additional Funds from the Mill Creek SSA Budget for Trades, Labor, Materials, and Related Services for Sidewalk Trip Hazard Removal with Precision Concrete Cutting, Inc. for the Mill Creek Special Service Area (TIPS Contract#23010402)

**Committee Flow:**
Administration Committee, Executive Committee, County Board

**Contact:**
Roger Fahnestock, 630-232-3571

**Budget Information**:

| | |
|---|---|
| Was this item budgeted? Yes | Appropriation Amount: $80,000 |
| If not budgeted, explain funding source: N/A | |
| Was this item passed through the appropriate committee? Yes | |

**Summary**:

This resolution authorizes an additional $30,000 for Trades, Labor, Material, and Related Services for Sidewalk Trip Hazards Removal as a result of additional trip hazards being reported needing attention.

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# RESOLUTION NO. 25-304

## APPROVING AN AMENDMENT TO THE DEED OF AGRICULTURAL CONSERVATION EASEMENT FOR THE EVANS FARM THROUGH THE KANE COUNTY FARMLAND PROTECTION PROGRAM

WHEREAS, Ordinance 01-67 Adopting and Implementing the Kane County Agricultural Conservation Easement and Farmland Protection Program was passed by the Kane County board on April 10, 2001; and

WHEREAS, Section 2 of the Evans Farm Deed of Agricultural Conservation Easement ("Statement of Purpose") states: The primary purpose of this Easement is to protect the agricultural soils, agricultural viability, and agricultural productivity of the Property in perpetuity; and

WHEREAS, Section 6 of the Deed of Agricultural Conservation Easement ("Permission of Grantee") states: Grantee shall grant permission or approval to Grantor only where Grantee, acting in Grantee's sole reasonable discretion and in good faith, determines that the proposed action will not substantially diminish or impair the Conservation Values of the Property; and

WHEREAS, Section 10 of the Deed of Agricultural Conservation Easement ("Subdivision") states: Any other attempt to divide the Property into two or more legal parcels without the permission of Grantee is prohibited; and

WHEREAS, Section 23 of the Deed of Agricultural Conservation Easement ("Amendment of Easement") states: This Easement may be amended only with the written consent of Grantee and Grantor. Any such amendment shall be consistent with the Statement of Purpose of this Easement and be consistent with Kane County Ordinance 01-67, or any regulations promulgated pursuant to said Ordinance. Any such amendment shall be duly recorded; and

WHEREAS, the Kane County Agricultural Conservation Easement and Farmland Protection Commission met on July 29, 2025, and recommends to the Kane County Board that the Deed of Agricultural Conservation Easement for the Evans Farm be amended to allow subdivision (Exhibit A).

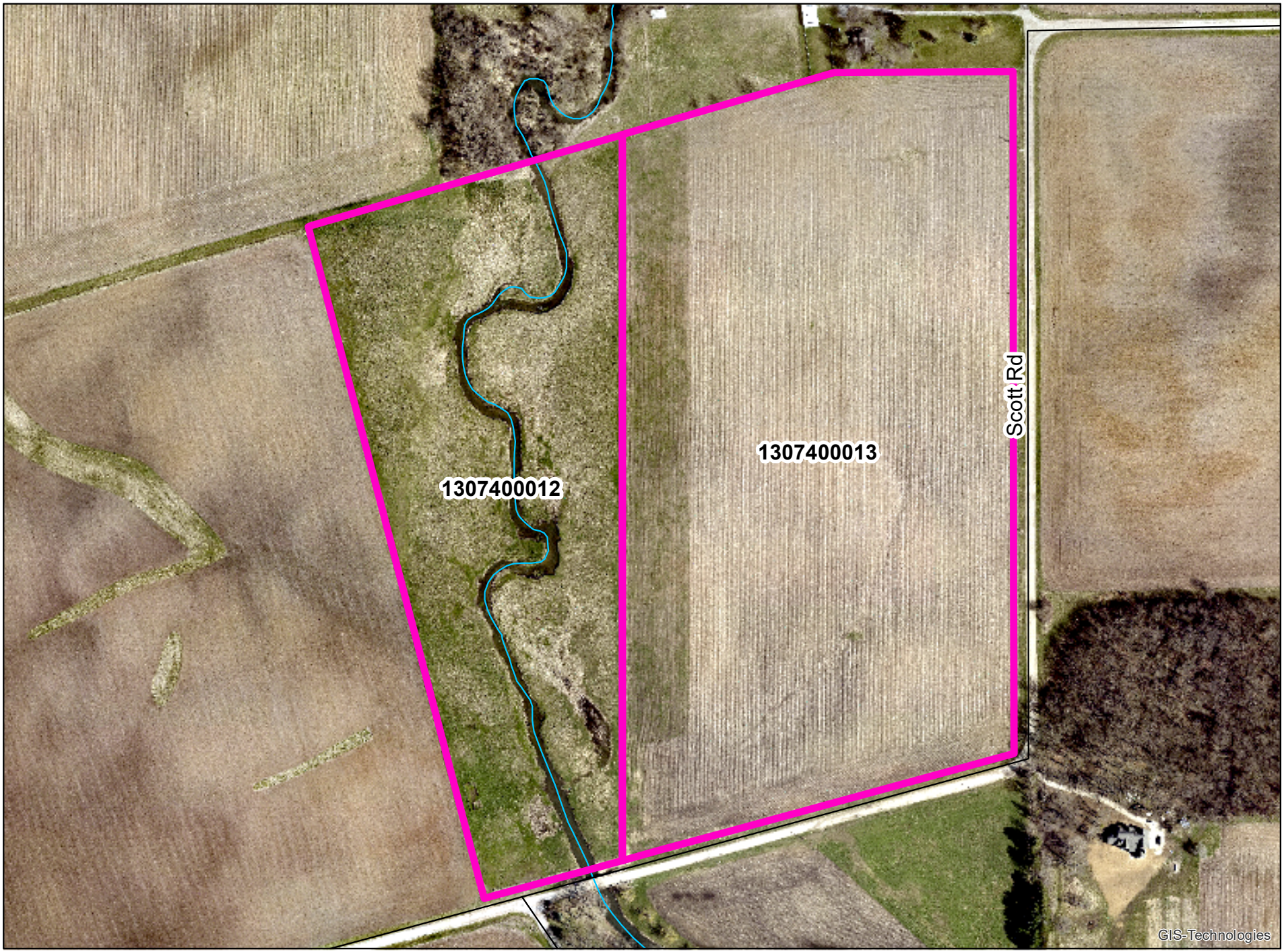
NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Deed of Agricultural Conservation Easement for the Evans Farm is hereby approved for amendment to allow subdivision per Exhibit A, consistent with the Statement of Purpose and requirements of Ordinance 01-67.

Passed by the Kane County Board on September 9, 2025.

| | |
|---|---|
| _____ | _____ |
| John A. Cunningham, MBA, JD, JD | Corinne M. Pierog MA, MBA |
| Clerk, County Board | Chairman, County Board |
| Kane County, Illinois | Kane County, Illinois |

Vote:

# Evans Farm Exhibit A




N

Aerial Image: 2024

0 0.1 0.2 Miles

600

## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

**Title**

Approving an Amendment to the Deed of Agricultural Conservation Easement for the Evans Farm Through the Kane County Farmland Protection Program

**Committee Flow:**
Agriculture Committee, Executive Committee, County Board

**Contact:**
Sarahy Castro, Farmland Preservation Administrator, 630-232-3483

**Budget Information**:

| | |
|---|---|
| Was this item budgeted? N/A | Appropriation Amount: $N/A |
| If not budgeted, explain funding source: N/A | |
| Was this item passed through the appropriate committee? Yes. | |

**Summary**:

This resolution authorizes the County Board to approve an amendment to the Deed of Agricultural Conservation Easement for the Evans Farm, permitting subdivision per Exhibit A, in accordance with the Statement of Purpose and the requirements of Ordinance 01-67.

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# RESOLUTION NO. 25-305

## APPROVING AN AMENDMENT TO THE DEED OF AGRICULTURAL CONSERVATION EASEMENT FOR THE PETERSON FARM THROUGH THE KANE COUNTY FARMLAND PROTECTION PROGRAM

WHEREAS, Ordinance 01-67 Adopting and Implementing the Kane County Agricultural Conservation Easement and Farmland Protection Program was passed by the Kane County board on April 10, 2001; and

WHEREAS, Section 2 of the Peterson Farm Deed of Agricultural Conservation Easement ("Statement of Purpose") states: The primary purpose of this Easement is to protect the agricultural soils, agricultural viability, and agricultural productivity of the Property in perpetuity; and

WHEREAS, Section 6 of the Deed of Agricultural Conservation Easement ("Permission of Grantee") states: Grantee shall grant permission or approval to Grantor only where Grantee, acting in Grantee's sole reasonable discretion and in good faith, determines that the proposed action will not substantially diminish or impair the Conservation Values of the Property; and

WHEREAS, Section 10 of the Deed of Agricultural Conservation Easement ("Subdivision") states: Any other attempt to divide the Property into two or more legal parcels without the permission of Grantee is prohibited; and

WHEREAS, Section 23 of the Deed of Agricultural Conservation Easement ("Amendment of Easement") states: This Easement may be amended only with the written consent of Grantee and Grantor. Any such amendment shall be consistent with the Statement of Purpose of this Easement and be consistent with Kane County Ordinance 01-67, or any regulations promulgated pursuant to said Ordinance. Any such amendment shall be duly recorded; and

WHEREAS, the Kane County Agricultural Conservation Easement and Farmland Protection Commission met on July 29, 2025, and recommends that the Kane County Board approve an amendment to the Deed of Agricultural Conservation Easement for the Peterson Farm to allow subdivision (Exhibit B); and

WHEREAS, such approval is contingent upon the Zoning Board of Appeals granting the proposed F1 Rural Residential zoning, which would bring the two existing residences into compliance.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Deed of Agricultural Conservation Easement for the Peterson Farm is hereby approved for amendment to allow subdivision per Exhibit B, consistent with the Statement of Purpose and the requirements of Ordinance 01-67, subject to approval by the Zoning Board of Appeals for the proposed F1 Rural Residential zoning.

Passed by the Kane County Board on September 9, 2025.

| | |
|---|---|
| _____ | _____ |
| John A. Cunningham, MBA, JD, JD | Corinne M. Pierog MA, MBA |
| Clerk, County Board | Chairman, County Board |
| Kane County, Illinois | Kane County, Illinois |

Vote:

# R. Peterson Easement Property Exhibit B

## PINs: 07-07-300-009, 07-07-400-003

N

Aerial Image: 2024

0 245 490 980 Feet

R. Peterson Easement

Proposed New 5 Acre Parcel

Right of Way

Peterson Parcels

These layers do not represent a survey. No accuracy is assumed for the data delineated herein, either expressed or implied by Kane County or its employees. These layers are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contains information required for local government purposes. See the recorded documents for more detailed legal information.

Kane County Development
COM - 7/25

## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

**Title**

Approving an Amendment to the Deed of Agricultural Conservation Easement for the Peterson Farm Through the Kane County Farmland Protection Program

**Committee Flow:**
Agriculture Committee, Executive Committee, County Board

**Contact:**
Sarahy Castro, Farmland Preservation Adminstrator, 630-232-3483

**Budget Information**:

| | |
|---|---|
| Was this item budgeted? N/A | Appropriation Amount: $N/A |
| If not budgeted, explain funding source: N/A | |
| Was this item passed through the appropriate committee? Yes. | |

**Summary**:

This resolution authorizes the County Board to approve an amendment to the Deed of Agricultural Conservation Easement for the Peterson Farm, permitting subdivision per Exhibit B, in accordance with the Statement of Purpose and the requirements of Ordinance 01-67, subject to approval by the Zoning Board of Appeals for the proposed F1 Rural Residential zoning.

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# RESOLUTION NO. 25-306

## EXPANSION OF A CABLE TELEVISION FRANCHISE AGREEMENT BY AND BETWEEN THE COUNTY OF KANE AND COMCAST OF NORTHERN ILLINOIS, INC. TO INCLUDE THE TOWNSHIP OF HAMPSHIRE

WHEREAS, on July 14, 2020, the Kane County Board approved the renewal of eight cable television franchises to subsidiaries of Comcast Corporation by means of a Master Franchise Agreement that was approved through Ordinance No. 20-216, which included a list of those subsidiaries; and

WHEREAS, one of the aforementioned subsidiaries is Comcast of Northern Illinois, Inc., whose franchise agreement is currently in force and effect in Kane County; and whose franchise area includes Dundee Township; and

WHEREAS, Comcast Corporation has requested to expand the franchise area of Comcast of Northern Illinois, Inc. to include Hampshire Township; and

WHEREAS, the unincorporated area of Hampshire Township is not currently within the franchise area of any cable operator that has a franchise granted by Kane County or granted by an authorization of the Illinois Commerce Commission; and

WHEREAS, the Kane County Board finds that the expansion of the franchise area served by Comcast of Northern Illinois, Inc. to include the unincorporated area of Hampshire Township will address the cable related needs and interests of the residents of the unincorporated area of the Township of Hampshire in accordance with the federal Cable Act; and

WHEREAS, the Amendment included hereto shall include Hampshire Township in the Master Franchise Agreement by and between the County of Kane and Comcast of Northern Illinois, Inc.; and

WHEREAS, The Amendment is subject to the same terms and expiration dates as the Master Franchise Agreement; and

WHEREAS, the Amendment is included as Attachment A to this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board that the Master Franchise Agreement by and between the County of Kane and Comcast of Northern Illinois, Inc. shall hereby expand the Master Franchise Agreement to include Hampshire Township and its unincorporated area.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Kane County Board Chair is hereby authorized to sign the Amendment to the Master Franchise Agreement.

Passed by the Kane County Board on September 9, 2025.

| | |
|---|---|
| _____ | _____ |
| John A. Cunningham, MBA, JD, JD | Corinne M. Pierog MA, MBA |
| Clerk, County Board | Chairman, County Board |
| Kane County, Illinois | Kane County, Illinois |

Vote:

## ATTACHMENT A

## KANE COUNTY CABLE TELEVISION FRANCHISES

| Franchise Area (Descriptive) | Current Parent Company | Current Franchisee | Current Agreement Adoption | Current Expiration Date |
|---|---|---|---|---|
| Aurora Township | Comcast | Comcast of Illinois XIII, Inc. | July 24, 2020 Ord. 20-216 | August 1, 2030 |
| Batavia Township | Comcast | Comcast of California/Colorado Illinois/Indiana/ Texas, Inc. | July 24, 2020 Ord. 20-216 | August 1, 2030 |
| Campton Township | Comcast | Comcast of' California/Colorado Illinois/Indiana/ Texas, Inc. | July 24, 2020 Ord. 20-216 | August 1, 2030 |
| Dundee Township | Comcast | Comcast of Northern Illinois, Inc. | July 24, 2020 Ord. 20-216 | August 1, 2030 |
| Elgin Township | Comcast | Comcast of Illinois/West Virginia, LLC | July 24, 2020 Ord. 20-216 | August 1, 2030 |
| Hampshire Township | Comcast | Comcast of Northern Illinois, Inc. | , 2025 Ord. 25- | August 1, 2030 |
| Plato Township | Comcast | Comcast of California/Colorado Illinois/Indiana/ Texas, Inc. | July 24, 2020 Ord. 20-216 | August 1, 2030 |
| Rutland Township | Comcast | Comcast of California/Colorado Illinois/Indiana/ Texas, Inc. | July 24, 2020 Ord. 20-216 | August 1, 2030 |
| St. Charles and Geneva Townships | Comcast | Comcast of Illinois/Ohio Oregon, LLC | July 24, 2020 Ord. 20-216 | August 1, 2030 |

## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

**Title**

Expansion of a Cable Television Franchise Agreement By and Between the County of Kane and Comcast of Northern Illinois, Inc. to Include the Township of Hampshire

**Committee Flow:**
Development Committee, Executive Committee, County Board

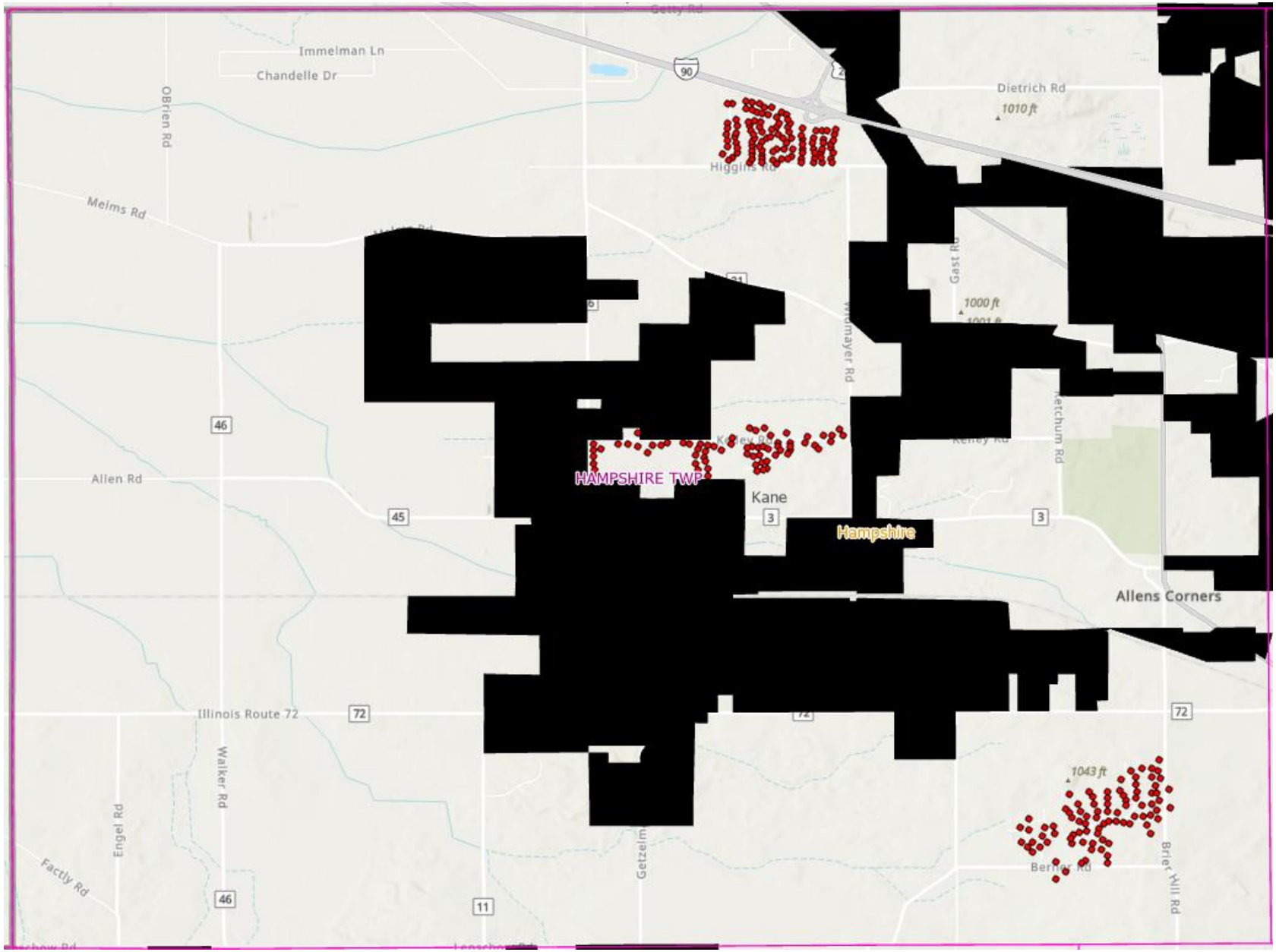
**Contact:**
Christopher Toth, 630-232-3491

**Budget Information**:

| | |
|---|---|
| Was this item budgeted? N/A | Appropriation Amount: $N/A |
| If not budgeted, explain funding source: N/A | |
| Was this item passed through the appropriate committee? Yes | |

**Summary**:

This resolution authorizes the Kane County Board Chair to sign an agreement with Comcast expanding the company's existing cable television franchise to include the Township of Hampshire.


Immelman Ln
Chandelle Dr
OBrien Rd
Melms Rd
Dietrich Rd
1010 ft
Higgins Rd
Gast Rd
1000 ft
Windmayer Rd
Ketchum Rd
46
Allen Rd
HAMPSHIRE TWP
Kane
45
3
Hampshire
Allens Corners
Illinois Route 72
72
Walker Rd
Engel Rd
Factly Rd
1043 ft
Getzelm
Briar Hill Rd
11

**CABLE TELEVISION FRANCHISE AGREEMENT**
**BY AND BETWEEN**
**The**
**COUNTY OF KANE**
**And**
**COMCAST OF CALIFORNIA/ COLORADO/ ILLINOIS/INDIANA/ MICHIGAN, LLC; COMCAST OF ILLINOIS/OHIO/ OREGON, LLC; COMCAST OF ILLINOIS/ WEST VIRGINIA, LLC; COMCAST OF ILLINOIS XIII, L.P.; AND COMCAST OF NORTHERN ILLINOIS, INC.**

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the County of Kane, Illinois (hereinafter, the "County") and Comcast of California/ Colorado/ Illinois/ Indiana/ Michigan, LLC; Comcast of Illinois/ Ohio/ Oregon, LLC, Comcast of Illinois/ West Virginia, LLC; Comcast of Illinois XIII, L.P; and Comcast of Northern Illinois, Inc. (hereinafter, "Grantee") this 1 day of August, 2020, (the "Effective Date").

Section 5/5-1095 of the Counties Code, 55 ILCS 5/5-1095, provides in relevant part that "The County Board may license, tax or franchise the business of operating a community antenna television system or systems within the County. . .";  and may also oversee the operation of Cable Television systems through its Cable Ordinance and generally applicable policies and ordinances.

The County, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of and shall be governed by the Cable Act, and the Illinois Counties Code, as amended from time to time; provided that any provisions of the Illinois Counties Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

**SECTION 1: Definition of Terms**

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, or Cable Ordinance unless otherwise defined herein.

"Affiliates" means any Person or entity that directly or indirectly controls or is controlled by or is under common control with the Grantee.

"Board" or "County Board" means the Kane County Board of Commissioners.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

"Cable Administrator" means that individual who has been appointed by the County to oversee and administer the Cable Ordinance and this Agreement.

"Cable Operator" means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" or "Service" means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

"Cable System" or "System," has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

"Channel" or "Cable Channel" means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

"County" means the County of Kane, a body politic and corporate as described in 55 ILCS 5/5-1001, as amended, or the lawful successor, transferee, designee, or assignee thereof.

"Customer" or "Subscriber" means a Person who lawfully receives and pays for Cable Service with the Grantee's express permission.

"Development Department" means the Kane County Development Department.

"FCC" means the Federal Communications Commission or successor governmental entity thereto.

"Finance Department" means the Kane County Department of Finance.

"Franchise" means the initial authorization, or renewal thereof, issued by the County, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

"Franchise Agreement" or "Agreement" shall mean this Agreement and any amendments or modifications hereto.

"Franchise Area" means that portion of the present legal boundaries of the County more particularly described in Exhibit "A" to this Agreement, and shall also include any additions to that area, by annexation, de-annexation, incorporation, disincorporation, or other legal means or other legal means as provided in this Agreement.

"Grantee" shall mean, Comcast of California/ Colorado/ Illinois/ Indiana/ Michigan, LLC; Comcast of Illinois/ Ohio/ Oregon, LLC; Comcast of Illinois/ West Virginia, LLC; Comcast of Illinois XIII, L.P; and Comcast of Northern Illinois, Inc.

"Gross Revenue" means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for the purposes of computing the City's permissible franchise fees under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5th Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the "Pasadena Decision," *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues, CSR 5282-R, Memorandum Opinion and Order, 16 FCC Rcd. 18192 (2001),* and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

"Initial Franchise Service Area" means that portion of the Franchise Area served by the Grantee's Cable System as of the Effective Date of this Franchise Agreement.

"Ordinance" or "Cable Ordinance" means the Kane County Community Antenna Television Ordinance, as it exists as of the Effective Date of this Agreement.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the County.

"Public, Educational and Governmental (PEG) Access Channel" shall mean a video Channel designated for non-commercial use by the public, the County, and educational institutions such as public or private schools and community colleges, but not "home schools," and universities.

"Public, Educational and Government (PEG) Access Programming" shall mean non-commercial programming produced by any County residents or organizations, schools and County government entities, and the use of designated facilities, equipment and/or Channels of the Cable System in accordance with 47 U.S.C. 531 and this Agreement.

"Public Way" shall mean, pursuant and in addition to the Kane County Division of Transportation Permit Regulations and Access Control Regulations, the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the County, to the extent that the County has the right and authority to authorize, regulate, or permit the location of facilities other than those of the County. Public Way shall not include any real or personal County property that is not specifically described in this definition and shall not include County buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

"Standard Installation" means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

"Unincorporated Kane County" means that portion of Kane County which from time to time is not incorporated into any municipality.

"Video Programming" or "Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

**SECTION 2: Grant of Authority**

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), 55 ILCS 5/5-1095(a) of the Illinois Counties Code, and Ordinance No. 20-216, the County hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area and upon County Public Ways located within incorporated municipalities in the County, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee's Franchise for the provision of Cable Service.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the County of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the County pursuant to such police power.

2.5 Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the County to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the County including the assessment of uniform and nondiscriminatory fees to reimburse the County for the costs of regulating the Public Ways, or (C) be construed as a waiver or release of the rights of the County in and to the Public Ways.

This Agreement and any ordinance enabling the execution of this Agreement (the "Enabling Ordinance") supplement and harmonize the regulatory framework set forth in the Cable Ordinance and the Cable Act; and this Agreement and any ordinance adopting this Agreement shall at all times be read and construed for consistency and compatibility with the provisions of the Cable Ordinance and the Cable Act as read and interpreted in concert with each other. In the event of inconsistency between the terms of this Agreement and terms contained in the Cable Act or Cable Ordinance, the terms contained in this Agreement shall prevail.

2.6 Competitive Equity.

2.6.1. This Franchise and any additional Franchise that uses and occupies any Public Way in the County for purposes of operating a Cable System, shall only be granted in accordance with the Illinois Level Playing Field Statute, 55 ILCS 5/5-1095.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the County proposing to serve the Franchise Area, in whole or in part, the County shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

**SECTION 3: Construction and Maintenance of the Cable System**

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Section 3, Utility Permit, of the Kane County Division of Transportation Permit Regulations and Access Control Regulations, as may be amended from time to time, which regulations are generally applicable to all occupants of the Public Way.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Relocation Projects.

3.3.1. In the event the County requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility's exercise of authority granted under its tariff to charge consumers for the said utility's cost of the project that are not reimbursed by the County shall not be considered to be public or private funds.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days' notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work. Relocations in a County Right-of-Way may be subject to the provisions of 605 ILCS 5/9113 *et seq*.

**SECTION 4: Service Obligations**

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee's Cable System has been designed to provide, and is capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Services available in the Initial Service Area throughout the term of this Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit with the Franchise Area where the minimum density is at least thirty (30) dwelling units per linear Cable System network mile as measured from the existing Cable System's technically feasible connection point; or (ii) the minimum density requirement under the video franchise of any other Grantee located within one half (1/2) mile of the expansion territory. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable (e.g., a Standard Installation).

The Grantee shall comply with the FCC regulations for standard installations in accordance with 47 U.S.C. §76.309(c)(2)(A) and the Illinois Cable and Video Customer Protection Law at 220 ILCS 5/70-501(e)(1).

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.3. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

| | | |
|---|---|---|
| Children | General Entertainment | Family Oriented |
| Ethnic/Minority | Sports Weather | |
| Educational | Arts, Culture and Performing Arts | News & Information |

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time, and as such are stated in the Cable Ordinance. The Grantee shall cooperate with the County in conducting inspections related to these standards upon reasonable prior written request from the County based on a significant number of Subscriber complaints.

4.5. Annexations and New/Planned Developments. In cases of annexation of any territory within the Franchise Area, the County shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Cable System is required within the Franchise Area, the County shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the County's Public Way within the Franchise Area. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.5.1 De-Annexations. Upon de-annexation by a municipality located within the Franchise Area and upon assumption of control of such territory by the County where no Cable Service exists, the Grantee shall, at the request of the County in this Agreement, provide service to said areas where there exists an average of thirty (30) occupied residential dwelling units per Cable System network mile as measured from the existing Cable System's technically feasible connection point. In the event that a municipality annexes territory within any unincorporated area of the Franchise Area, the County shall retain Franchise Fees from Subscribers located in that territory for a period of time as prescribed by 55 ILCS 5/5-1095(a). The terms and conditions of the Franchise Agreement and any applicable ordinances of the municipality that has annexed the former unincorporated territory shall otherwise prevail.

4.5.2. The Grantee shall be exempt from Section 10.5.135 of the Kane County Cable Ordinance, subsections b-d.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The County may request that Grantee provide Cable Service and the corresponding equipment to the location(s) specified in Attachment A, and shall specify the requested level of services and number of outlets for each location. The County shall notify Grantee in writing whether it wishes to be invoiced at standard rates as disclosed by Grantee for these services and equipment or to have the charges deducted from the franchise fee payment due pursuant to this franchise. In the event the FCC's Third 621 Order is reversed on appeal on the issue of complimentary services (pending at the 6th Circuit at the time of this Agreement) and that reversal becomes final, the County and the Grantee will revert to the provisions of 220 ILCS 5/22-501 (f),

whereby the Grantee shall provide complimentary Basic Cable Service, one Digital Transport Adapter (or its current equivalent if equipment is necessary to receive the service) and a free Standard Installation at one outlet to all eligible buildings as defined in the state statute. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an "Emergency Alert System" ("EAS") consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the "State of Illinois Emergency Alert System State Plan" – as may be amended from time to time. Should the County become qualified and authorized to activate the EAS, the Grantee shall provide instructions on the access and use of the EAS by the County to the County on an annual basis. The County agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the County, its employees or agents in using such system.

4.8. Customer Service Obligations. The County and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*, and enforcement provisions are included in Ordinance No. 07-407, approved December 11, 2007. Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

## SECTION 5: Oversight and Regulation by County

5.1. Franchise Fees. The Grantee shall pay to the County a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at five percentage points (5%) over the prime lending rate as quoted by The Wall Street Journal, computed from time due until paid. Any undisputed overpayments made by the Grantee to the County shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. The Parties acknowledge that, at present, the Cable Act limits the County to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the County to increase the Franchise Fee above five percent (5%) of Gross Revenues, the County shall hold a public hearing and determine if the County should collect the additional amount. Following the determination, the County shall notify the Grantee of its intent to collect the increased Franchise Fee and Grantee shall have a reasonable time (not to be less than ninety (90) days from receipt of notice from the County) to effectuate any changes necessary to begin the collection of such increased Franchise Fee or notify the Grantee of its intent to not collect the increased fee. In the event that the County determines that the Franchise Fee should be increased, it shall approve the increase in ordinance form. Should the County increase said Franchise Fee, the Grantee shall notify its Subscribers of the County's decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. In the event a change in state or federal law requires the County to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise or Video Service provider under state authorization by the County pursuant to the Cable Act, and Section 5-1095 of the Illinois Municipal/Counties Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the County approves the amendment by ordinance; and (c) the County notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The County and Grantee acknowledge that the audit standards are set forth in the Illinois Counties Code at 55 ILCS 5/5-1095.1 (County Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards. The County and/or its designee may be required to execute a non-disclosure agreement with the Grantee prior to inspection of the Grantee's financial records. Enforcement of such requirements and standards and the penalties for non-compliance by the Grantee shall be consistent with 55 ILCS 5/5-1095.1.

5.2.1 In accordance with 55 ILCS 5/5-1095.1 the County shall provide on an annual basis, a complete list of addresses within the unincorporated areas of the County. If an address is not included in the list or if no list is provided, the Grantee shall be held harmless for any franchise fee underpayments (including penalty and interest) from situsing errors.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The County agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the County that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section,

the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not removal by the Franchise Authority's representative. In the event that the County has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the County shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the County from and against any claims arising from the County's opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the County with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., or with a decision or order of a court with jurisdiction over the County, shall not be a violation of this Section.

5.4 Non-Financial Reports. All non-financial reports, records, and documentation required to be provided to the County pursuant to this Agreement or the Cable Ordinance shall be sent by the Grantee directly to the Cable Administrator. The aforementioned direction of correspondence shall also apply to those records, reports, and documents requested from the Grantee by the County in accordance with the provisions of this Agreement.

5.5 Grantee shall be exempt from Section 10.5-62 of the Cable Ordinance.

**SECTION 6: Transfer of Cable System or Franchise or Control of Grantee**

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed.

6.2. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed.

6.3. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by the Grantee, provided, the Grantee shall give the County at least thirty (30) days prior written notice of any such transfer, and that the transfer or assignment is without any release of liability of the Grantee.

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the County containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537. Within thirty (30) days after receiving a request for consent, the County shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the County has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent,

the County may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the County's consent thereto in the manner described in Section 6 above.

6.6 The consent or approval of the County to any sale or transfer of the Grantee, the Franchise, or control thereof shall not constitute a waiver or release of the rights of the County under this Agreement, and any transfer shall by its terms, be expressly subordinate to the terms and conditions of the Franchise.

**SECTION 7: Insurance and Indemnity**

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain such insurance and provide the County certificates of insurance.

A. As part of the indemnification provided by the provisions of this article, but without limiting or otherwise altering the foregoing, upon award of a franchise and prior to commencement of the system, each grantee shall file with the Kane County development department, and at all times thereafter maintain in full force and effect at its sole expense, evidence of a policy or policies of 1) commercial general liability insurance, including products/completed operations liability, personal injury liability, contractors liability, property damage contractual liability; 2)automobile liability, including owned, nonowned, and hired automobiles; 3) workers' compensation, and employer liability. The required commercial liability policy or policies shall name as additional insured the county, and in their capacity as such, its officers, and employees. Policies of insurance shall be in the minimum single limit amount of five million dollars ($5,000,000.00) per occurrence except that the workers' compensation policy shall include a statutory limit. Said commercial general liability shall provide that the insurance provided by the grantee shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the county and any other insurance shall be in excess thereof, but only with respect to losses for which the grantee is responsible hereunder.

B. The insurer or insurers shall be authorized to write the required insurance and shall be approved therefor by the state of Illinois. All insurance carriers and surplus line carriers shall be rated "A-" or better and of a class size of "VII" or higher by A.M. Best Company.

C. The policy or policies of insurance shall be maintained by the grantee in full force and effect during the entire term of a franchise agreement. Each policy of insurance shall provide for notice of cancellation in accordance with policy provisions.

D. A grantee shall provide current certificates of insurance, with the County names as an additional insured under the commercial general and automobile liability policies for each franchise on an annual basis, or if the policy is cancelled or changed.

E. In the event of the cancellation of any insurance policy required herein or upon grantee's failure to procure said insurance, the county shall have the right to exercise its remedies for default hereunder.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the County, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising in the course of the Grantee constructing and operating its Cable System within the County. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. . The County shall give the Grantee timely written notice of its obligation to indemnify and defend the County after the County's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the County. If the County elects in its own discretion to employ additional counsel, the costs for such additional counsel for the County shall be the responsibility of the County.

7.2.1. The Grantee shall not indemnify the County for any liabilities, damages, costs or expense resulting from any conduct for which the County, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the County by reference to the limits of insurance coverage described in this Agreement.

7.3 The Grantee shall be exempt from Section 10.5-170 of the Kane County Cable Ordinance, except to the extent that, for the purposes of receiving approval by the County upon permit application for construction, the Grantee shall maintain a surety bond or other performance guarantee in accordance with the permit application process.

## SECTION 8: Public, Educational and Governmental (PEG) Access Channel

8.1. PEG Access Programming. The Grantee shall designate one (1) Channel on its CATV System for the use of the County for the purpose of providing government access programming. Use of Channel capacity for access programming shall be provided on the most basic *digital* tier of service offered by Grantee in accordance with Section 611 of the Cable Act (47 U.S.C §531), or on a mutually agreed upon tier of Service and as further set forth below. As of the Effective Date of this Franchise Agreement, the County does not use any PEG channels. Within one hundred twenty (120) days following a written notice from the County, the Grantee shall make available one channel on the digital tier for the County's use as a Government Access channel or "County Information Channel." To the extent commercially and practicably possible, the Grantee will use good faith efforts to designate capacity on one channel position on the Grantee's cable system located in unincorporated and incorporated Kane County in accordance with this Section.

8.1.1. Non-Commercial Access Channel. The County shall have the right to utilize its access Channel to provide residents with any non-commercial service considered in the public interest. For the purpose of this Agreement, the term "noncommercial" shall be construed

to allow the County to seek monetary or in-kind support from a public or private source or sources. Such support may include, but not be limited to, grants, budgetary allocations, stipends, fees or charges for transcripts, tape reproductions, or other costs related to the production or reproduction of a program or programs, or other like kinds of support. Said support shall be directly related to the governmental purposes promoted by the access Channel. In the case of a grant, stipend, in-kind contribution or other form of support provided by a public or private source or sources, an acknowledgment of the contribution of the source may be shown on the Channel in accordance with the policies established by the County provided that such policies do not allow for the commercial sale of advertising in order to promote said support.

8.1.3. Rules and Procedures for Use of the PEG Access Channel. The County shall be responsible for establishing and enforcing rules for the use of the PEG Access Channel and to promote the use and viewership of the channel.

8.1.4. Editorial Control. Grantee shall not exercise any editorial control over any use of the PEG Access Channel.

8.1.5. Allocation and Use of the PEG Channel By the Grantee. The County shall adopt rules and procedures under which the Grantee may use the PEG Channel(s) for the provision of Video Programming if the PEG Channel(s) are not being used for their respective purposes pursuant to Section 611(d) of the Cable Act, 47 U.S.C. §531.

8.1.6. Grantee Use of Unused Time. Because the County and the Grantee agree that a blank or under-utilized PEG Access Channel is not in the public interest, in the event the County does not completely program its Channel, the Grantee may utilize the Channel for its own purposes in accordance with the terms of 47 U.S.C. §532(b)(4). The Grantee may program unused time on the Channel subject to reclamation by the County upon no less than one hundred twenty (120) days' notice. The programming of the PEG Access Channel with text messaging or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered unused time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall also be considered to be a period of time, in excess of six (6) hours, where no County produced programming of any kind can be viewed on the PEG Access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

In the event that the County ceases programming on the government access Channel in its entirety the County shall recognize the Grantee's proprietary interest in and control of the Channel capacity, and shall, at the written request of the Grantee, relinquish the use of the Channel to the Grantee in accordance with Section 612 of the Cable Act (47 U.S.C. §532(b)(4)) within sixty (60) calendar days of the receipt of such notice by the County

8.1.7. Origination Point. At such time that the County determines that it wants to provide PEG Access Programming over the Grantee's Cable System, the County will give the Grantee written notice detailing the location of a signal point or points of origination that will allow the County to transmit the County's PEG Access Programming to the Grantee for distribution by the Grantee to the Grantee's Cable Subscribers located in Kane County. Upon receipt of such written notice, the Grantee agrees to submit a cost estimate to implement the County's plan within a reasonable period of time. After an agreement to reimburse the Grantee for

its expenditure is reached, the Grantee will implement any necessary system changes within a reasonable period of time as agreed to by the County and Grantee. At such time that the County determines that it wants to add or change a location from which the PEG Access Programming is originated, the County will give the Grantee written notice detailing the addition to or change in the point of origination. The Grantee shall agree to submit a cost estimate to implement the County's signal point of origination addition/relocation plan within a reasonable period of time. After an agreement to reimburse the Grantee for its expenditure is reached, the Grantee will implement any necessary system changes within a reasonable period of time as agreed to by the County and Grantee.

8.1.8. Insertion of Programming. The Grantee shall insert the County's PEG Access Programming signal(s) through its signal delivery system to its headend so as to enable cablecasting of County PEG Access Programming to all Subscribers in accordance with this Section.

8.1.9. PEG Access Programming Signal Quality. Provided PEG signal feeds are delivered by the County to the designated signal input point without material degradation occurring at the signal's source, the PEG channel signal from the designated signal input point shall meet the same FCC technical standards, as the remainder of the Cable System set forth in this Agreement. The Grantee shall respond promptly, but no later than 24 hours, to resolve technical quality problems with the Cable System after notification by the County.

8.1.10. PEG Capital Support. The County may designate a PEG access capital projects to be funded by the County as provided for herein. The County shall send written notice of the County's desire for Grantee to collect a PEG Capital Fee of up to thirty-five cents ($0.35) per customer per month to be passed on to each Subscriber pursuant to Section 622 (g)(2)(C ) of the Cable Act (47 U.S.C. §542(g)(2)(C)). The Grantee shall make the PEG Capital Fee payments to the City at the same time and in the same manner as Franchise Fee payments. The County's notice shall include a detailed and itemized description of the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/ or equipment (PEG Access capital costs) and the Grantee shall have the opportunity to review and make recommendations upon the County's plan prior to agreeing to collect and pay to the County the requested amount. Consistent with the description fo the intended utilization of the PEG Capital Fee, the City shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a designated fund to permit the City to make large capital expenditures, if necessary, provided that if the entire amount is not expended during the term of this Agreement, any remaining funds shall be credited against PEG Capital requests form the County in subsequent franchise renewals. Moreover, if the County chooses to borrow from itself or a financial institution for large PEG capital purchases or capital expenditures, the City shall be permitted to make periodic repayments using the PEG Capital Fee. Said PEG Capital Fee shall be imposed within one hundred twenty (120) days of the County's written request. On an annual basis, the County shall provide the Grantee with a report detailing how the prior year's funding was spent or confirming it is being held in a capital reserve account for future PEG capital needs.

8.1.11. Interest on Late Payments. Any undisputed PEG Capital Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent PEG Capital Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by Wall Street Journal or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the County shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this section.

8.1.12. Not Franchise Fees. Grantee and County agree that the capital obligations set forth in this Section are not "Franchise Fees" within the meaning of 47 U.S.C. §542. Notwithstanding the foregoing, the County and Grantee, respectively, may conduct audits of the collection and use of PEG Capital Fees pursuant to Section 5 of this Agreement.

8.2 Modifications. In the event that the County establishes, operates and maintains its own PEG channel, the terms of any financial, operational or capital support shall not be less burdensome nor more favorable to the Grantee than those required of any other Grantee. In the event that the County and another Grantee agree to terms that are less burdensome than those required of Grantee, the County shall provide written notice to Grantee and the parties agree to promptly amend this Section 8 to incorporate such less burdensome PEG terms.

**SECTION 9: Enforcement of Franchise**

9.1. Notice of Violation or Default. In the event the County establishes, operates and maintains its own PEG channel and the County believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the County written notice: (A) to respond to the County, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the County of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 9.2 above, in the event the County determines that the Grantee is in default of any material provision of the Franchise, the County may:

9.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

9.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The County shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the County has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The County shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the County shall give the Grantee

an opportunity to state its position on the matter, present evidence and question witnesses, after which the County shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the County shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the County's decision.

9.4. Remedies Not Exclusive. In addition to the remedies set forth in this Section 9, the Grantee acknowledges the County ability pursuant to Section 4.8 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Illinois Cable and Video Customer Protection Law enacted by the County as Ordinance No. 07-407, Adopted December 11, 2007, and, pursuant to Section 3.1 of this Franchise Agreement and the Kane County Division of Transportation Permit Regulations and Access Control Regulations, to enforce the Grantee's compliance with the County's requirements regarding "Construction of Utility Facilities in the Rights-Of-Way." Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the County to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the County.

**SECTION 10: Miscellaneous Provisions**

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, unforeseen labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

10.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the County:
Cable Television Administrator
Kane County Development Department
Kane County Government Center
719 Batavia Avenue
IL 60134

To the Grantee:
Comcast
1500 McConnor Parkway
Schaumburg, IL
ATTN: Director of Geneva,
Government Affairs

Financial Correspondence Only:
Director of Finance
Kane County Finance Department
Kane County Government Center
719 Batavia Avenue
Geneva, Illinois 60134

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the County and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The County may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Kane County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the County and the Grantee, which amendment shall be authorized on behalf of the County through the adoption of an appropriate ordinance or resolution by the County, as required by applicable law.

10.8 Representations and Warranties of the Parties. In accepting the Franchise renewal for Unincorporated Kane County, the County and the Grantee hereby acknowledge the following:

10.8.1 The Grantee and the County acknowledge, by the County's renewal of this Franchise, that both parties have carefully read and considered the terms and conditions of this Franchise Agreement and accept all of the terms and conditions and agree to abide by the same. The parties further agree that they are not waiving any arguments as to the correct interpretation or application of the language herein. The right of the Grantee to seek modifications to this Agreement pursuant to Section 625 of the Cable Act (47 U.S.C. §545) shall not be affected by this Section.

10.8.2 Limitation of Franchising Authority Liability. In any court proceeding involving any claim against the County, or any official, member, employee, or agent of the County arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of a Franchise, any relief, to the extent such relief is required by any other provision of Federal, State, or local law, shall be limited to injunctive relief and declaratory relief.

10.8.3. No Inducement. The Grantee pledges that it has made no promise or inducement, oral or written, to any County commissioners, officials, employees, agents or representatives regarding the receipt or award of the Franchise renewal or any term or condition set forth hereunder.

10.9. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.10. Obligations to Continue Throughout Term. Unless otherwise specifically stated, all obligations under this Franchise Agreement shall continue throughout the entire term or mutually agreed upon extension of this Franchise Agreement.

10.11. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

10.12. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.13. Authority to Sign Agreement. Grantee warrants to the County that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the County that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

**For the County of Kane**

By: _____

Name: Christopher J. Lauzen

Title: Chairman, Kane County Board

Date: 7/24/2020

**For the** Comcast of California/ Colorado/ Illinois/ Indiana/ Michigan, LLC; Comcast of Illinois/ Ohio/ Oregon, LLC, Comcast of Illinois/ West Virginia, LLC; Comcast of Illinois XIII, L.P; and Comcast of Northern Illinois, Inc.

By: _____

Name: John Crowley

Title: Regional Senior Vice-President

Date: July 21, 2020

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# RESOLUTION NO. 25-307

## AUTHORIZING EXECUTION OF INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY TO UTILIZE FUNDING FROM THE EMERGENCY RENTAL ASSISTANCE PROGRAM

WHEREAS, under Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (the Act), Kane County was eligible to apply for and receive federal funding to be used to provide emergency rental assistance to eligible households that are unable to pay housing costs due to the COVID-19 pandemic; and

WHEREAS, the County of Kane, through its former Office of Community Reinvestment, has received $15,533,153.00 from the U.S. Department of Treasury through the Emergency Rental Assistance Program 2 (ERAP2); and

WHEREAS, ERAP2 funds must be spent by September 30, 2025; and

WHEREAS, it is desirable to collaborate with other government agencies, such as the Illinois Housing Development Authority ("IHDA"), to implement the program and to allocate the available funding; and

WHEREAS, County staff have participated in discussions with IHDA regarding the feasibility and efficiency of that agency administering some of the County's emergency rental assistance award, in a manner that is consistent with Federal rules and regulations under the Emergency Rental Assistance Program 2; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 22/1 et seq.), enacted by the State of Illinois permits the establishment of intergovernmental agreements between public agencies to perform governmental services, activities and undertakings; and

WHEREAS, such an intergovernmental agreement has been developed that outlines the terms and conditions associated with the County making available up to but not to exceed $_____ to IHDA to provide direct assistance to eligible households and/or use funds for eligible affordable rental housing projects and other eligible activities, and to cover eligible administrative expenses associated with the program.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board that the Kane County Board Chairman is authorized to execute an intergovernmental agreement with IHDA to provide direct assistance to eligible households and/or use funds for eligible affordable rental housing projects and other eligible activities, in an amount not to exceed $_____, with terms based on the draft intergovernmental agreement attached hereto and subject to final review and advisement of the Kane County State's Attorney's Office.

Passed by the Kane County Board on September 9, 2025.

| | |
|---|---|
| _____ | _____ |
| John A. Cunningham, MBA, JD, JD | Corinne M. Pierog MA, MBA |
| Clerk, County Board | Chairman, County Board |
| Kane County, Illinois | Kane County, Illinois |

Vote:

# INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (this "Agreement") is made and entered into as of September ____, 2025, ("Effective Date") by and between the County of Kane, an Illinois body politic and corporate ("County"), and the Illinois Housing Development Authority ("IHDA"), a body politic and corporate established pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 et seq., as supplemented and amended (hereinafter collectively, the "Parties").

## RECITALS

**WHEREAS**, Section 3201(a) of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) (the "ARPA"), authorizes the United States Department of the Treasury ("Treasury") to make payments to certain eligible grantees within the State of Illinois ("State") to be used to provide emergency rental assistance ("ERA2 Funds"); and

**WHEREAS**, Treasury has allocated Fifteen Million Five Hundred Thirty-Three Thousand One Hundred Fifty-Three and 50/100 Dollars ($15,533,153.50) ("County Funds") to the County to provide Financial Assistance and Housing Stability Services (as such terms are defined in the ARPA) to eligible households within the County pursuant to the ARPA, and the County has agreed to the terms and conditions set forth in OMB Form No.: 1505-0270 ("Award Terms") attached hereto as **Exhibit A** and incorporated herein by reference, as a condition to receiving such County Funds; and

**WHEREAS**, the County desires to obligate a portion of the County Funds to IHDA, as a subrecipient, to perform eligible activities for eligible households within the State, and IHDA has determined that it will accept such County Funds on such terms and conditions contained in this Agreement.

**NOW THEREFORE**, in consideration of the covenants and mutual agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated herein by reference and made a part hereof.

2. Services.

(a) For purposes of this Agreement, "Development" shall mean (1) the construction, rehabilitation, or preservation of affordable rental housing projects serving very low-income families; (2) the acquisition of real property for the purpose of constructing, rehabilitating, or preserving affordable rental housing projects serving very low-income families; (3) predevelopment activities that enable the construction, rehabilitation, or preservation of affordable rental housing projects serving very low-income families; and (4) other eligible uses under Section 3201 of the ARPA , all in accordance with the requirements of the ARPA. IHDA will fund Development within the County as set forth in this Agreement and as approved by the members of IHDA. IHDA shall notify the County within ten (10) business days of IHDA's members

approving any Development. Such notification shall include the amount of the IHDA funds to be used, the address, and the total number of units of rental housing.

(b) The County may utilize the remaining County Funds to provide Other Financial Assistance and Housing Stability Services to eligible households within the County as permitted pursuant to the ARPA. For purposes of this Agreement, "Other Financial Assistance" shall mean the payment of utility and home energy costs, utility and home energy costs arrears, and other expenses related to housing, as defined by the Treasury Secretary.

3. County Funds. The County Funds shall be allocated as follows:

(a) County shall disburse at least $400,000.00, and may disburse up to $_____ (the "Ceiling"), to IHDA (collectively, the "IHDA Funds"), to fund Development, in multiple payments as follows:

(i) $400,000.00 shall be disbursed within 5 business days after the Effective Date of this Agreement; and

(ii) Any funds over $400,000, up to the Ceiling, shall be disbursed within 20 business days after the Effective Date of this Agreement.

(b) The IHDA Funds shall be deposited in an interest-bearing account and any interest earned on such IHDA Funds shall be utilized by IHDA as required by Applicable Law (as defined below).

4. Administrative Fees.

(a) IHDA may utilize up to fifteen percent (15%) (or $_____) of the IHDA Funds set forth in Section 3(a) above to administer the Development ("IHDA Administrative Fee") pursuant to the requirements of this Agreement. Notwithstanding anything contained in the Agreement to the contrary, after September 29, 2025, if any funds obligated to IHDA for the IHDA Administrative Fee will not be used for the IHDA Administrative Fee pursuant to the terms of this Agreement, IHDA shall have the right, but is not required, to reallocate any such unused IHDA Administrative Fees to Development.

(b) Notwithstanding anything contained herein to the contrary, County shall be responsible for ensuring that the sum of (i) the IHDA Administrative Fee, (ii) the amount of any administrative fee expended by the County for Other Financial Assistance, (iii) the amount of any administrative fee expended by any other County subrecipient, and (iv) the amount expended by the County for Housing Stability Services, shall not exceed fifteen percent (15%) of the total County Funds; provided, however, that the total amount expended for Housing Stability Services may not exceed ten percent (10%) of the total County Funds.

5. Expenditure Deadlines. The following deadlines shall apply for the expenditure of County Funds:

(a) IHDA will utilize the IHDA Funds to fund Development for eligible households within the County. If IHDA determines that it will not be able to fully allocate the IHDA Funds to eligible households within the County by September 29, 2025, IHDA shall have the right, but is not required, to reallocate the remaining IHDA Funds to fund Development to eligible households across the State (including the County) in order to avoid the potential for recapture of the IHDA Funds by Treasury. IHDA will exercise its best efforts to allocate all the IHDA Funds by September 30, 2025. IHDA will expend all of the allocated IHDA Funds no later than December 29, 2025. Any IHDA Funds remaining after the payment for any Development, and payment of any expenditures incurred by IHDA in the performance of its obligations under this Agreement as of December 29, 2025 will be returned to the County by January 15, 2026.

(b) IHDA agrees it will fund no more than one (1) approved Development application, as further described in **Exhibit B**, received for affordable housing within the County up to the amount of IHDA Funds received from the County (less the IHDA Administrative Fee). Notwithstanding the foregoing, IHDA makes no representations or warranties that IHDA will disburse the full amount of the IHDA Funds (less the IHDA Administrative Fee) to eligible households within the County.

6. Specific Responsibilities; Compliance Obligations; Certifications; Disclosures. County shall utilize County Funds for Other Financial Assistance and Housing Stability Services in accordance with the terms and conditions of the ARPA, the Award Terms, this Agreement, including, without limitation, any subsequent or additional terms and conditions enacted by law or required by the Treasury, during the term hereof. County acknowledges and agrees that County will comply with the Award Terms; however, the delineation of any specific requirements shall not abrogate or otherwise limit the County's responsibility to comply with all applicable federal, state or other requirements now existing or as may be imposed from time to time (collectively, "Applicable Law"). IHDA shall utilize the IHDA Funds in accordance with the terms and conditions of this Agreement, the ARPA, Treasury guidelines and Applicable Law.

7. Reporting and Audit Requirements; Inspection of Records.

(a) IHDA will compile all data necessary and draft all reports required under the Award Terms in connection with the IHDA Funds for submission by the County to Treasury to comply with its public reporting obligations under the ARPA and as otherwise required by Applicable Law. The necessary reports/data are required for the County to meet its public reporting obligations under ARPA, Applicable Law, and Treasury reporting requirements now existing or as may be imposed from time to time, and include, but are not limited to: (i) monthly reports that include (A) the number of households served, and (B) the total dollar amount of services provided; and (ii) quarterly reports that include (A) a narrative on project performance, (B) the number of households served, (C) the total dollar amount of services provided, (D) demographics of households served, (E) individual participant household payment data, and (F) IHDA administration cost breakdown.

(b) IHDA shall provide the reports set forth in subsection (a) above to the County at least five (5) business days before the reporting due date as established by Treasury. The County

shall comply with all reporting obligations in connection with the County Funds as required pursuant to Applicable Law and in accordance with the Award Terms.

(c) The Parties shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90. Each party shall cooperate with the other party and other legal authorities in any audit or inquiry related to the County Funds. IHDA, as a sub-recipient of the County, shall cooperate with any audit conducted in connection with the IHDA Funds as required by the ARPA and shall permit access to all relevant materials regarding expenditure of the IHDA Funds as requested by County.

(d) The Parties shall keep and maintain full, complete and correct books, records and accounts showing the use of the County Funds sufficient to support compliance with the ARPA and this Agreement for a period of five (5) years after final payment is made using the County Funds.

8. Default; Remedies.

(a) County Default. An event of default ("Default") by the County shall be deemed to have occurred and exist if at any time during the term of this Agreement, the County fails to comply with any requirement of this Agreement, the ARPA, Treasury guidelines or other Applicable Law, and such failure continues for thirty (30) days after delivery of written notice of such failure by IHDA, or such shorter period as may be imposed by the Treasury. In the event of such Default, IHDA may terminate this Agreement upon ten (10) days' written notice.

(b) IHDA Default. A Default by IHDA shall be deemed to have occurred and exist if at any time during the term of this Agreement, IHDA fails to comply with any requirement of this Agreement, the ARPA, Treasury guidelines or other Applicable Law, and such failure continues for thirty (30) days after delivery of written notice of such failure by the County, or such shorter period as may be imposed by the Treasury. In the event of such Default, the County may terminate this Agreement upon ten (10) days' written notice.

(c) In the event this Agreement is terminated pursuant to this Section 8, IHDA will return any unobligated IHDA Funds, less any expenditures incurred by IHDA in the performance of its obligations under this Agreement prior to the effective date of such termination.

9. Indemnification.

(a) To the fullest extent permitted by law, the County agrees to indemnify, defend and hold harmless IHDA and its officers, agents, and employees against all liability, loss, costs or damage IHDA may suffer (including, without limitation, court costs and reasonable attorneys' fees) by reason of or in connection with the Other Funds; except to the extent that any such claim, damage, loss, liability, cost or expense shall be caused by the willful misconduct or gross negligence of IHDA in performing its obligations under this Agreement. Notwithstanding anything contained herein to the contrary, in no event will IHDA be liable for the failure of the

County to comply with the Award Terms or any Applicable Law with respect to the Other Funds, including, without limitation, any reporting requirements. The County, within thirty days after demand by IHDA, shall reimburse IHDA for any legal or other expenses incurred in connection with investigating or defending against any of the foregoing, except to the extent the same are due to IHDA's willful misconduct or gross negligence. The obligations of the County under this Section 9 shall survive any expiration or termination of this Agreement.

(b) To the fullest extent permitted by law, IHDA agrees to indemnify, defend and hold harmless the County and its officers, agents, and employees against all liability, loss, costs or damage the County may suffer (including, without limitation, court costs and reasonable attorneys' fees) by reason of or in connection with the administration of the Development, and the IHDA Funds; except to the extent that any such claim, damage, loss, liability, cost or expense shall be caused by the willful misconduct or gross negligence of the County in performing its obligations under this Agreement. IHDA, within thirty days after demand by the County, shall reimburse the County for any legal or other expenses incurred in connection with investigating or defending against any of the foregoing, except to the extent the same are due to the County's willful misconduct or gross negligence. The obligations of IHDA under this Section 9 shall survive any expiration or termination of this Agreement.

10. Term. This Agreement shall take effect as of the date hereof and, unless otherwise terminated in accordance with the terms herein, shall continue until January 28, 2026. Notwithstanding the foregoing, the obligations of the Parties set forth in Sections 6, 7, 8 and 9 hereof shall survive the expiration or termination of this Agreement.

11. Governing Law and Severability. The laws of the State of Illinois shall govern this Agreement. To the extent of any conflict between applicable provisions of laws and the provisions of this Agreement, the applicable laws shall control. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of its remaining portions.

12. Entire Agreement; Exhibits; Modification. This Agreement constitutes the entire agreement between the Parties and shall supersede any and all prior agreements regarding the subject matter hereof. The Exhibits attached hereto are incorporated herein and made a part hereof by this reference. This Agreement cannot be modified or amended except in a writing signed by the Parties.

13. Assignment; Binding Effect. This Agreement, or any portion thereof, shall not be assigned by either of the Parties without the prior written consent of the other. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and permitted assigns.

14. No Personal Liability. No member, officer, agent or employee of IHDA or the County, or their respective successors and permitted assigns, shall be liable personally concerning any matters arising out of or in relation to the undertakings or obligations set forth in this Agreement.

15. Rights Cumulative. The rights, remedies and obligations contained in this Agreement are cumulative and are in addition to any and all rights, remedies and obligations, at law or in equity, which the Parties hereto are entitled to under state and federal laws.

16. Notices. Any notice, demand, request or other communication that any party may desire or may be required to give to any other party under this Agreement shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic mail; (c) overnight courier; or (d) registered or certified United States mail, postage prepaid, return receipt requested.

If to IHDA:

Illinois Housing Development Authority
111 E. Wacker Drive, Suite 1000
Chicago, Illinois 60601
Attention: Legal Department
Email: legalnotices@ihda.org

If to the County:

Kane County Office of Community Reinvestment
143 First Street
Batavia IL 60510
Attention: _____
Email: _____

Such addresses may be changed by notice to the other party given in the same manner as provided in this Agreement. Any notice, demand, request or other communication sent pursuant to Subsection (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to Subsection (b) shall be served and effective upon delivery if sent by electronic mail during a business day (or on the next business day if sent by electronic mail after the close of normal business hours or on a non-business day, provided a copy of such notice, demand or request is sent to the other party in another manner permitted under this Agreement). Any notice, demand, request or other communication sent pursuant to Subsection (c) shall be served and effective one (1) business day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to Subsection (d) shall be served and effective three (3) business days after proper deposit with the United States Postal Service.

17. Authority to Execute. The individuals executing this Agreement on behalf of IHDA and the County are each authorized to do so on behalf of the respective Parties.

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

19. Identification Numbers. The Assistance Listings Number and Title are 21.023 and Emergency Rental Assistance Program, respectively, the Federal Award Identification Number is ERA2-0137, the Federal awarding agency is the U.S. Department of the Treasury, and the Federal Award Date is May 17, 2021.

***[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]***

**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be executed and delivered as of the date and year first above written.

**KANE COUNTY, ILLINOIS**,
an Illinois body politic and corporate

By: _____
Name: _____
Title: _____

**ILLINOIS HOUSING DEVELOPMENT AUTHORITY**,
a body politic and corporate

By: _____
Name: Kristin Faust
Title: Executive Director

Approved as to form:

By: _____
Christina McClernon, General Counsel

By: _____
Seth H. Runkle, Chief Financial Officer

**EXHIBIT A**

**AWARD TERMS**

[TO BE ATTACHED BY THE COUNTY]

## EXHIBIT B

## DEVELOPMENT INFORMATION

IHDA may fund up to one (1) approved Development application. IHDA will use its best efforts to utilize the IHDA Funds for the Development project below; provided however, nothing shall prevent IHDA from utilizing the IHDA Funds for a different Development project if IHDA determines, in its sole discretion, that funding the below is not feasible.

| | |
|---|---|
| Project Name: | Las Rosas |
| Project Address: | 550 Second Avenue, Aurora, Il 60505 |
| Total Units: | 20 |
| Very Low-Income Units: | 20 |
| Use of IHDA Funds: | Deferred Developer Fee |
| Amount of IHDA Funds: | Not to exceed $498,800.00 |
| Estimated Total Development Cost: | $15,863,478.00 |
| IHDA Funds Percentage: | 3.14% |

## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

**Title**

Authorizing Execution of Intergovernmental Agreement with the Illinois Housing Development Authority

**Committee Flow:**
Development Committee, Executive Committee, County Board

**Contact:**
Mark VanKerkhoff, 630.232.3451

**Budget Information**:

| | |
|---|---|
| Was this item budgeted? Yes | Appropriation Amount: $TBD |
| If not budgeted, explain funding source: N/A | |
| Was this item passed through the appropriate committee? Yes | |

**Summary**:

This resolution authorizes the execution of an intergovernmental agreement with the Illinois Housing Development Authority to provide direct assistance to eligible households and/or use funds for eligible affordable rental housing projects and other eligible activities using ERAP2 funds from Kane County.

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# RESOLUTION NO. 25-308

## APPRECIATION AND ACCEPTANCE OF ARTWORK DONATION

WHEREAS, Charles Cassell of Geneva generously donated seven original pieces of artwork to the County of Kane on September 9, 2025; and

WHEREAS, the donation consists of seven watercolor paintings depicting the bridges that connect the historic Fox River communities of Kane County, Illinois, in a collection entitled “Bridging the Fox”; and

WHEREAS, Mr. Cassell, a retired architect and watercolor artist hobbyist, has shared his talents over the years by donating dozens of his original works to family, friends and community fundraisers; and

WHEREAS, with respect to the Kane County Ethics Ordinance, Mr. Cassell is not classified as a “Prohibited Source”; and

WHEREAS, the artwork donated by Mr. Cassell to the County of Kane will be placed on display at the Kane County Government Center campus for the enjoyment of staff and visitors alike.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board gratefully accepts this generous gift on behalf of the County of Kane and the citizens of Kane County and extends its sincere appreciation to Charles Cassell for his contribution to the cultural and artistic legacy of our community.

Passed by the Kane County Board on September 9, 2025.

| | |
|---|---|
| _____ | _____ |
| John A. Cunningham, MBA, JD, JD | Corinne M. Pierog MA, MBA |
| Clerk, County Board | Chairman, County Board |
| Kane County, Illinois | Kane County, Illinois |

Vote:

## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

**Title**

Appreciation and Acceptance of Artwork Donation

**Committee Flow:**
Executive Committee, County Board

**Contact:**
Julie Mann, 630.444.1108

**Budget Information**:

| | |
|---|---|
| Was this item budgeted? N/A | Appropriation Amount: $N/A |
| If not budgeted, explain funding source: N/A | |
| Was this item passed through the appropriate committee? Yes | |

**Summary**:

This resolution is to show appreciation and accept donated artwork from Charles Cassell of Geneva.

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# RESOLUTION NO. 25-309

## AUTHORIZING ACCEPTANCE OF WORKFORCE INNOVATION AND OPPORTUNITY ACT SUPPLEMENTAL STATE GRANT FUNDS AND RELATED CONTRACT AMENDMENTS FOR PROGRAM YEAR 2025

WHEREAS, Kane County administers federal workforce development funding provided by the Illinois Department of Commerce and Economic Opportunity (DCEO) for Local Workforce Innovation Area 05, which includes Kane, Kendall, and DeKalb Counties; and

WHEREAS, said funding is authorized under the Workforce Innovation and Opportunity Act (WIOA), which supports career and employment readiness services, as well as occupational training opportunities for area job seekers; and

WHEREAS, the State of Illinois Fiscal Year 2026 budget includes $5 million in General Revenue Funds for Local Workforce Innovation Areas (LWIAs) to support workforce services provided in coordination with WIOA programs, with supplemental support allocated by DCEO through a needs-based assessment; and

WHEREAS, Kane County has applied for and anticipates being awarded up to $251,491 in Supplemental State Grant funds during Program Year 2025, which will be used to implement projects that advance Illinois' WIOA Unified State Workforce Plan and address strategies outlined in WIOA Notice No. 24-NOT-06; and

WHEREAS, the County will collaborate with existing subrecipients, regional employers, labor unions, and eligible training providers to implement initiatives that serve youth, early-career jobseekers, and other underrepresented populations facing barriers to employment in Kane, Kendall, and DeKalb Counties; and

WHEREAS, in order to effectively implement these projects, the County may amend existing contracts to incorporate Supplemental State Grant funds and ensure timely program delivery in compliance with WIOA and DCEO requirements.

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Kane County Board and/or the Director of the Workforce Development Division are authorized to accept WIOA Supplemental State Grant funds awarded to Kane County by DCEO for Program Year 2025, and to execute any related contract amendments, agreements, certifications, reports, and other documents as required by DCEO to allocate such funds in alignment with the approved grant application.

*Line Item:* 480.98125
*Line Item Description:* FY2026-PY 2025 WIOA Supplemental State Funding
*Was Personnel/Item/Service approved in original budget or a subsequent budget revision?* Yes
*Are funds currently available for this Personnel/Item/Service in the specific line item?* Yes
*If funds are not currently available in the specified line item, where are the funds available?* N/A

Passed by the Kane County Board on September 9, 2025.

| | |
|---|---|
| _____ | _____ |
| John A. Cunningham, MBA, JD, JD | Corinne M. Pierog MA, MBA |
| Clerk, County Board | Chairman, County Board |
| Kane County, Illinois | Kane County, Illinois |

Vote:

## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

**Title**

Authorizing Acceptance of Workforce Innovation and Opportunity Act Supplemental State Grant Funds and Related Contract Amendments for Program Year 2025

**Committee Flow:**
Executive Committee, County Board, Workforce Development Board

**Contact:**
John Duguay, 630.208.5351

**Budget Information**:

| | |
|---|---|
| Was this item budgeted? Yes | Appropriation Amount: $251,491 |
| If not budgeted, explain funding source: N/A | |
| Was this item passed through the appropriate committee? No | |

**Summary**:

The attached resolution authorizes the acceptance of WIOA Supplemental State Grant funds for Program Year 2025 (July 1, 2025 to June 30, 2026), contingent upon award and final approval by the Illinois Department of Commerce and Economic Opportunity (DCEO). It also authorizes execution of related contract amendments, agreements, certifications, and reports required to implement approved projects once funding is awarded.

These funds are intended to support workforce initiatives serving youth, early-career jobseekers, and other underrepresented populations facing barriers to employment in Kane, Kendall, and DeKalb Counties. Costs will be covered with Supplemental State WIOA funds administered through DCEO.

The anticipated grant term is August 1, 2025 through June 30, 2026. In addition, the grant allows for pre-award costs incurred on or after July 1, 2025, consistent with state guidance.

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# RESOLUTION NO. 25-310

## AMENDING THE KANE COUNTY FINANCIAL POLICIES REGARDING INVESTMENT POLICY

WHEREAS, section 2.5 of the Public Funds Investment Act (30 ILCS 235/2.5) provides that investment of public funds by a public agency shall be governed by a written investment policy; and

WHEREAS, for counties, the investment policy shall be adopted by the County Treasurer and presented to the chief executive officer and the governing body; and

WHEREAS, the Kane County Treasurer desires to update the Investment Policy as set forth in Exhibit A, which is attached hereto, and hereby presents said policy to the Kane County Board Chairman and the Kane County Board in accordance with section 2.5 of the Public Funds Investment Act; and

WHEREAS, the Kane County Financial Policies include the Investment Policy for the County of Kane; and

WHEREAS, it is necessary to amend the Kane County Financial Policies for consistency with the updated Investment Policy set forth in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that, for consistency with Exhibit A, the Kane County Financial Policies, under the section "Investment Policies," are hereby amended as follows (underline indicates insertion):

9. Investment Vehicles
Kane County will use investments approved for governmental units as set forth in the most current issue of the Illinois Compiled Statues 5/3-11006. <u>The County will not directly invest in corporate securities maturing more than 5.25 years from the date of settlement.</u> The Kane County Board, when requested by the County Treasurer, shall designate one or more banks or other financial institutions in which the funds and other public moneys in the custody of the county treasurer may be kept and when a bank or other financial institution has been designated as a depository it shall continue as such until 10 days have elapsed after a new depository is designated and has qualified by furnishing the statements of resources and liabilities as is required by this Section. When a new depository is designated, the county board shall notify the sureties of the county treasurer of that fact, in writing, at least 5 days before the transfer of funds. The County Treasurer shall be discharged from responsibility for all funds and moneys, which he deposits in a depository so designated while such funds and moneys are so deposited.

Passed by the Kane County Board on September 9, 2025.

| | |
|---|---|
| _____ | _____ |
| John A. Cunningham, MBA, JD, JD | Corinne M. Pierog MA, MBA |
| Clerk, County Board | Chairman, County Board |
| Kane County, Illinois | Kane County, Illinois |

Vote:

**Exhibit A**

# Investment Policy

# Kane County, Illinois

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## Investment Policy

It is always prudent for any public unit to have an Investment Policy in place for the purpose of safe guarding funds, equitably distributing the investments and maximizing income of the governmental unit. The following policy is adopted for the Kane County Government, hereby referred to as Kane County.

### a) Scope of Investment Policy

This Investment Policy applies to the investment activities of all funds under the jurisdiction of Kane County. This Investment Policy will also apply to any new funds or temporary funds placed under the jurisdiction of Kane County. The Illinois Compiled Statues will take precedence except where this policy is more restrictive wherein this policy will take precedence.

### b) Availability

A copy of this policy shall be made available to the public, upon request, in the Treasurer's office during normal business hours. The county board on an annual basis shall review this investment policy.

### c) Objectives

The Purpose of this Investment Policy of Kane County is to establish cash management and investment guidelines for the stewardship of public funds under the jurisdiction of Kane County. The specific objectives of this investment policy will be as follows:

1. Safety of principal.
2. Diversity of investments to avoid unreasonable risks.
3. The portfolio shall remain sufficiently liquid to meet all operating costs, which may be reasonably anticipated.
4. The highest interest rate available will always be the objective of this policy combined with safety of principal, which is left to the discretion of the Kane County Treasurer, which includes whether or not Kane County will require collateralization of any deposits.
5. In maintaining its investment portfolio, Kane County shall avoid any transaction that might impair public confidence in the Kane County Government.

6. Kane County may give consideration to the financial institutions positive community involvement when consideration is given to the financial institution to be used as a depository, including compliance with the Illinois Sustainable Investing Act.
7. All funds will be invested for a period of one day or longer, depending on the requirement for the disbursement of funds.
8. All funds shall be deposited within two working days at prevailing rates or better in accordance with Illinois Compiled Statues.

### d) Responsibility

All investment of funds under the control of the Kane County Treasurer is the direct responsibility of the Kane County Treasurer. The Kane County Treasurer shall be responsible for all transactions and shall establish a system of controls of the activities of all subordinates who are directly involved in the assistance of such investment activities.

### e) Prudence

The standard of prudence to be used by investment officials shall be the "prudent person," and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for any individual securities credit risk or market price changes, provided that deviations from expectation are reported in a timely fashion to the county board, and appropriate action is taken to control adverse developments.

### f) Accounting

The Kane County Governmental Units shall record all investment transactions. A report will be generated, at least monthly, listing all active investments. Information regarding securities in portfolio by class or type, book value, interest earned and market value as of report date. This report will be made available to the Kane County Board.

### g) Availability of Funds

The Treasurer has the option of requiring a three-business-day hold on disbursement requests of one hundred thousand dollars or more.

### h) Financial Institutions

The Kane County Treasurer will have the sole responsibility to select which financial institutions will be depositories for Kane County Treasurer funds. Kane County will take into consideration security, size, location, condition, service, fees and may also give consideration to the community relation's involvement of the financial institution when choosing a financial institution.

At no time will Kane County's uncollateralized investment, in any fund, exceed 75% of the financial institution's capital and surplus.

1. All financial institutions having any type of financial relationships: deposits, investment, loans, etc. are required to provide a complete and current "Call Report" required by their appropriate regulatory authority each calendar year within 30 days of the "Call" request date.

2. All governmental agencies listed below are required to provide to the Finance Director a list of all employees with signature authority and also provide a list of all bank accounts open on an annual basis.
3. All financial institutions accepting funds from the following governmental agencies are required to notify the Finance Director anytime an account is opened or closed by said agency:

Kane County Adult Corrections Complex, Kane County Animal Control, Aurora Election Commission, Kane County Board of Review, All Kane County Boards and Commissions, Kane County Building and Zoning Commission, Kane County Central Services, Kane County Community Services Division, Clerk of the Circuit Court, Kane County Coroner, Kane County Auditor, Kane County Clerk, Kane County Health Department, Kane County Historic Preservation Commission, Kane County Human Resources Department, Kane County Information Technologies Department, Kane County Jury Commission, Kane County Department of Employment and Education (KCDEE), Law Library, Kane County Liquor Commission, Kane County Office of Emergency Management, Kane County Public Defenders Office, Kane County Recorder, Kane County Regional Planning Commission, Kane County Sheriff, Kane County States Attorney, Kane County Transportation Division, Kane County Veterans Assistance Commission, Water Resource and Platting Division, Zoning Board of Appeals.

Failure to comply may result in exclusion from participation in the Treasurer's investment and collection programs. All information supplied to the Treasurer will be forwarded (annually) to the internal/external Auditors and the Finance Director.

### i) Investment Vehicles

Kane County will use investments approved for governmental units as set forth in the most current issue of the Illinois Compiled Statues 5/3-11006. The County will not directly invest in corporate securities maturing more than 5.25 years from the date of settlement. The Kane County Board, when requested by the County Treasurer, shall designate one or more banks or other financial institutions in which the funds and other public moneys in the custody of the county treasurer may be kept and when a bank or other financial institution has been designated as a depository it shall continue as such until 10 days have elapsed after a new depository is designated and has qualified by furnishing the statements of resources and liabilities as is required by this Section. When a new depository is designated, the county board shall notify the sureties of the county treasurer of that fact, in writing, at least 5 days before the transfer of funds. The County Treasurer shall be discharged from responsibility for all funds and moneys, which he deposits in a depository so designated while such funds and moneys are so deposited.

### j) Collateral

It shall be the discretion of the Kane County Treasurer to determine whether or not collateral will be required of financial institutions receiving funds from the Kane County Treasurer. At all times the Kane County Treasurer will require that deposits in excess of 25% of the capital and surplus of a financial institution will be collateralized. The Kane County Treasurer may request collateral for any part of deposits in financial institutions when the Kane County Treasurer determines it to be in the best interests of safeguarding the funds on deposit. It shall be noted that in the normal course of operations there may be temporary fluctuations in the fund balance to collateral ratio.

Due to this, funds may not have 100% collateralization 100% of the time. It shall be the intent of the Treasurer not to allow a collateral shortage to exceed 30 days for any one account.

When collateral is required, 100% of the deposit will be required. Only the following collateral will be accepted:

- U. S. Government direct securities
- Obligations of Federal Agencies
- Obligations of Federal Instrumentalities
- Obligations of the State of Illinois
- Obligations of the County of Kane
- Obligations of municipalities located within the County of Kane, subject to the acceptance by the Kane County Treasurer

Acceptable collateral as identified in the Illinois Compiled Statues for use by the Treasurer of the State of Illinois.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the possible income to be derived.

The above standard is established as the standard for professional responsibility and shall be applied in the context of managing Kane County's portfolio. Pursuant to the Public Funds Investment Act at 30 Illinois Compiled Statues 235/2.5 and other provisions included in that Act, along with all other Statues and Constitutional provisions regarding conflicts of interest and ethical considerations.

### k) Security Controls

Only the Kane County Treasurer is authorized to establish financial accounts for the office of Kane County Treasurer. All other offices must seek the approval of the County Board, unless otherwise prescribed by law. At all times either the Kane County Treasurer, singly or jointly with the County Clerk are authorized to sign on financial accounts of Kane County, unless otherwise prescribed by law.

***Christopher J. Lauzen***
***Kane County Treasurer***

Last Update: ~~1-3-2021~~ 7-31-25

## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

**Title**

Amending the Kane County Financial Policies Regarding Investment Policy

**Committee Flow:**
Finance and Budget Committee, Executive Committee, County Board

**Contact:**
Christopher J. Lauzen, (630) 232-3565

**Budget Information**:

| | |
|---|---|
| Was this item budgeted? N/A | Appropriation Amount: $N/A |
| If not budgeted, explain funding source: N/A | |
| Was this item passed through the appropriate committee? Yes | |

**Summary**:

This resolution updates the Kane County Investment Policy in Accordance with section 2.5 of the Public Funds Investment Act (30 ILCS 235/2.5)

| Kane County Financial Policies | Investment Policies |
|---|---|
| | Amended by the County Board: |

**INVESTMENT POLICIES**

It is always prudent for any public unit to have an Investment Policy in place for the purpose of safe guarding funds, equitably distributing the investments and maximizing income of the governmental unit. The following policy is adopted for the Kane County Government, hereby referred to as Kane County.

1. Scope of Investment Policy
   This Investment Policy applies to the investment activities of all funds under the jurisdiction of Kane County. This Investment Policy will also apply to any new funds or temporary funds placed under the jurisdiction of Kane County. The Illinois Compiled Statues will take precedence except where this policy is more restrictive wherein this policy will take precedence.

2. Availability
   A copy of this policy shall be made available to the public, upon request, in the Treasurer's office during normal business hours. The county board on an annual basis shall review this investment policy.

3. Objectives
   The Purpose of this Investment Policy of Kane County is to establish cash management and investment guidelines for the stewardship of public funds under the jurisdiction of Kane County. The specific objectives of this investment policy will be as follows:

   a) Safety of principal.
   b) Diversity of investments to avoid unreasonable risks.
   c) The portfolio shall remain sufficiently liquid to meet all operating costs, which may be reasonably anticipated.
   d) The highest interest rate available will always be the objective of this policy combined with safety of principal, which is left to the discretion of the Kane County Treasurer, which includes whether or not Kane County will require collateralization of any deposits.

e) In maintaining its investment portfolio, Kane County shall avoid any transaction that might impair public confidence in the Kane County Government.
f) Kane County may give consideration to the financial institutions positive community involvement when consideration is given to the financial institution to be used as a depository.
g) All funds will be invested for a period of one day or longer, depending on the requirement for the disbursement of funds.
h) All funds shall be deposited within two working days at prevailing rates or better in accordance with Illinois Compiled Statues.

4. Responsibility

All investment of funds under the control of the Kane County Treasurer is the direct responsibility of the Kane County Treasurer. The Kane County Treasurer shall be responsible for all transactions and shall establish a system of controls of the activities of all subordinates who are directly involved in the assistance of such investment activities.

5. Prudence

The standard of prudence to be used by investment officials shall be the "prudent person," and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for any individual securities credit risk or market price changes, provided that deviations from expectation are reported in a timely fashion to the county board, and appropriate action is taken to control adverse developments.

6. Accounting

The Kane County Governmental Units shall record all investment transactions. A report will be generated, at least monthly, listing all active investments. Information regarding securities in the portfolio should be listed by class or type, book value, interest earned and market value, as of report date. This report will be made available to the Kane County Board.

7. Availability of Funds

The Treasurer has the option of requiring a three-business-day hold on disbursement requests of one hundred thousand dollars or more.

8. Financial Institutions

The Kane County Treasurer will have the sole responsibility to select which financial institutions will be depositories for Kane County Treasurer funds. Kane County will take into

consideration security, size, location, condition, service, fees and may also give consideration to the community relation's involvement of the financial institution when choosing a financial institution.

At no time will Kane County's uncollateralized investment, in any fund, exceed 75% of the financial institution's capital and surplus.

a) All financial institutions having any type of financial relationships: deposits, investment, loans, etc. are required to provide a complete and current "Call Report" required by their appropriate regulatory authority each calendar year within 30 days of the "Call" request date.

b) All governmental agencies listed below are required to provide to the Finance Director a list of all employees with signature authority and also provide a list of all bank accounts open on an annual basis.

c) All financial institutions accepting funds from the following governmental agencies are required to notify the Finance Director anytime an account is opened or closed by said agency:

    Kane County Adult Corrections Complex, Kane County Animal Control, Aurora Election Commission, Kane County Board of Review, All Kane County Boards and Commissions, Kane County Building and Zoning Commission, Kane County Central Services, Kane County Community Services Division, Clerk of the Circuit Court, Kane County Coroner, Kane County Auditor, Kane County Clerk, Kane County Health Department, Kane County Historic Preservation Commission, Kane County Human Resources Department, Kane County Information Technologies Department, Kane County Jury Commission, Kane County Department of Employment and Education (KCDEE), Law Library, Kane County Liquor Commission, Kane County Office of Emergency Management, Kane County Public Defender's Office, Kane County Recorder, Kane County Regional Planning Commission, Kane County Sheriff, Kane County States Attorney, Kane County Transportation Division, Kane County Veterans Assistance Commission, Water Resource and Platting Division, Zoning Board of Appeals.

*Failure to comply may result in exclusion from participation in the Treasurer's investment and collection programs. All information supplied to the Treasurer will be forwarded (annually) to the internal/external Auditors and the Finance Director.*

9. Investment Vehicles

Kane County will use investments approved for governmental units as set forth in the most current issue of the Illinois Compiled Statues 55 ILCS 5/3-11006. The Kane County Board, when requested by the County Treasurer, shall designate one or more banks or other financial institutions in which the funds and other public moneys in the custody of the county treasurer may be kept and when a bank or other financial institution has been designated as a depository it shall continue as such until 10 days have elapsed after a new depository is designated and has qualified by furnishing the statements of resources and liabilities as is required by this Section. When a new depository is designated, the county board shall notify the sureties of the county treasurer of that fact, in writing, at least 5 days before the transfer of funds. The County Treasurer shall be discharged from responsibility for all funds and moneys, which he deposits in a depository so designated while such funds and moneys are so deposited.

10. Collateral

It shall be the discretion of the Kane County Treasurer to determine whether or not collateral will be required of financial institutions receiving funds from the Kane County Treasurer. At all times the Kane County Treasurer will require that deposits in excess of 25% of the capital and surplus of a financial institution will be collateralized. The Kane County Treasurer may request collateral for any part of deposits in financial institutions when the Kane County Treasurer determines it to be in the best interests of safeguarding the funds on deposit. It shall be noted that in the normal course of operations there may be temporary fluctuations in the fund balance to collateral ratio. Due to this, funds may not have 100% collateralization 100% of the time. It shall be the intent of the Treasurer not to allow a collateral shortage to exceed 30 days for any one account.

When collateral is required, 100% of the deposit will be required. Only the following collateral will be accepted:

U. S. Government direct securities
Obligations of Federal Agencies
Obligations of Federal Instrumentalities
Obligations of the State of Illinois
Obligations of the County of Kane
Obligations of municipalities located within the County of Kane, subject to acceptance by the Kane County Treasurer
Acceptable collateral as identified in the Illinois Compiled Statutes for use by the Treasurer of the State of Illinois.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the possible income to be derived.

The above standard is established as the standard for professional responsibility and shall be applied in the context of managing Kane County's portfolio. Pursuant to the Public Funds Investment Act at 30ILCS 235/2.5 and other provisions included in that Act, along with all other Statues and Constitutional provisions regarding conflicts of interest and ethical considerations.

Kane County Funds may be extended to local government units when secured by assignment of future tax revenues. The Kane County Board Chairman and Kane County Treasurer are authorized to review such requests for assistance by local government units, and all such requests are subject to execution of an intergovernmental agreement as approved by the County Board.

11. Security Controls

Only the Kane County Treasurer is authorized to establish financial accounts. All other offices must seek the approval of the County Board, unless otherwise prescribed by law. At all times either the Kane County Treasurer, singly or jointly with the County Clerk are authorized to sign on financial accounts of Kane County, unless otherwise prescribed by law.

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# RESOLUTION NO. 25-311

## APPROVING JULY 2025 CLAIMS PAID

WHEREAS, according to the Kane County Code Section 2-193 Expenditure of Funds for Settlement of Claims B. Monthly Reports of Claims: The County Auditor shall file a monthly report of all claims paid in the prior month to the County Chair and all other members of the County Board. For each claim paid, the monthly report shall identify the claimant, the nature of the claim and the official or department, if any, against which the claim was made, the fund from which the payment was made, the amount of the payment and the date the check was issued; and

WHEREAS, according to the Kane County Financial Policies 8. Disbursement Policies b): A report shall be run monthly by the Auditor of all claims paid. Said report shall be available to all members of the County Board in the office of the County Board Chair. For each claim paid, the report shall identify the creditor, the department or official which purchased the product or service, the fund from which the payment was made, the amount of the payment and the date the check was issued; and

WHEREAS, the County Auditor has examined the attached Claims Paid Report for claims against Kane County totaling $12,099,140.33; and

WHEREAS, the County Auditor, in accordance with Ordinance No. 97-56, has recommended the payment of all claims on the attached Claims Paid Report; and

WHEREAS, the claims on the attached Claims Paid Report have been paid; and

WHEREAS, the County Board finds all claims on the Claims Paid Report to be due and Payable.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that payment of the claims totaling Twelve Million, Ninety-Nine Thousand, One Hundred and Forty Dollars and Thirty-three Cents ($12,099,140.33) on the attached Claims Paid Report is acknowledged and approved.

Passed by the Kane County Board on September 9, 2025.

| | |
|---|---|
| _____ | _____ |
| John A. Cunningham, MBA, JD, JD | Corinne M. Pierog MA, MBA |
| Clerk, County Board | Chairman, County Board |
| Kane County, Illinois | Kane County, Illinois |

Vote:

## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

**Title**

Approving July 2025 Claims Paid

**Committee Flow:**
Finance and Budget Committee, Executive Committee, County Board

**Contact:**
Penny Wegman, 630.232.5918

**Budget Information**:

| | |
|---|---|
| Was this item budgeted? N/A | Appropriation Amount: $N/A |
| If not budgeted, explain funding source: N/A | |
| Was this item passed through the appropriate committee? Yes | |

**Summary**:

According to the Kane County Code Section 2-193 Expenditure of Funds for Settlement of Claims B. Monthly Reports On Claims: The County Auditor shall file a monthly report of all claims paid in the prior month to the chairman and all other members of the County Board. For each claim paid, the monthly report shall identify the claimant, the nature of the claim and the official or department, if any, against which the claim was made, the fund from which the payment was made, the amount of the payment and the date the check was issued.

Similarly according to the Kane County Financial Policies 8. Disbursement Policies b): A report shall be run monthly by the Auditor of all claims paid. Said report shall be available to all members of the County Board in the office of the County Board Chair. For each claim paid, the report shall identify the creditor, the department or official which purchased the product or service, the fund from which the payment was made, the amount of the payment and the date the check was issued.

The accompanying Report of Claims Paid is submitted to comply with those requirements, and to document that the County Board has approved the payment of those claims.

# OFFICE OF THE KANE COUNTY AUDITOR

*Penny Wegman, Kane County Auditor*

# July 2025
# Monthly Claims Paid Report


Porforio Lara
**Chief Deputy Auditor**

Bob Quillinan
Emma Saveley
**Staff Auditors**

Dalia Samak
**Accounts Payable Specialist**

**719 S. Batavia Ave, Geneva, IL 60134**
**(630) 232-5915**

## CLAIMS PAID REPORT JULY 2025 FOR COUNTY BOARD INFORMATION

| VENDOR | NATURE OF CLAIM | OFFICE / DEPARTMENT | FUND | DATE PAID | AMOUNT PAID |
|---|---|---|---|---|---|
| Chicago Import Quarantine, LLC | Water Resources Permit Security Deposits | | General Fund | 7/28/2025 | 33,750.00 |
| Metro West Council of Government | Conferences and Meetings - Board Members | County Board | General Fund | 7/14/2025 | 110.00 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Office Supplies | County Board | General Fund | 7/28/2025 | 38.44 |
| DS Services of America, Inc. dba Primo Water NA | Operating Supplies | County Board | General Fund | 7/28/2025 | 69.84 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Operating Supplies | County Board | General Fund | 7/28/2025 | 357.92 |
| JP Morgan Chase Bank N.A. | Board Meeting Supplies | County Board | General Fund | 7/28/2025 | 103.74 |
| Lauterbach & Amen, LLP | Contractual/Consulting Services | Finance | General Fund | 7/28/2025 | 17,500.00 |
| Patricia A. Clark | Conferences and Meetings | Finance | General Fund | 7/28/2025 | 1,469.06 |
| Data-Tec Systems, Inc. | Contractual/Consulting Services | Information Technologies | General Fund | 7/14/2025 | 884.00 |
| Iron Mountain Information Management, LLC | Contractual/Consulting Services | Information Technologies | General Fund | 7/14/2025 | 1,438.00 |
| Iron Mountain Information Management, LLC | Contractual/Consulting Services | Information Technologies | General Fund | 7/14/2025 | 263.85 |
| Iron Mountain Information Management, LLC | Contractual/Consulting Services | Information Technologies | General Fund | 7/28/2025 | 1,445.39 |
| Walker and Associates, Inc. | Repairs and Maint- Computers | Information Technologies | General Fund | 7/14/2025 | 4,875.30 |
| JP Morgan Chase Bank N.A. | Repairs and Maint- Comm Equip | Information Technologies | General Fund | 7/28/2025 | 11,571.33 |
| Gary Erickson | Employee Mileage Expense | Information Technologies | General Fund | 7/28/2025 | 17.22 |
| DS Services of America, Inc. dba Primo Water NA | Office Supplies | Information Technologies | General Fund | 7/28/2025 | 186.10 |
| JP Morgan Chase Bank N.A. | Office Supplies | Information Technologies | General Fund | 7/28/2025 | 2,809.02 |
| JP Morgan Chase Bank N.A. | Computer Related Supplies | Information Technologies | General Fund | 7/28/2025 | 632.18 |
| Canon Solutions America Inc | Printing Supplies | Information Technologies | General Fund | 7/14/2025 | 455.89 |
| Canon Solutions America Inc | Printing Supplies | Information Technologies | General Fund | 7/14/2025 | 411.03 |
| Gordon Flesch Company, Inc. | Printing Supplies | Information Technologies | General Fund | 7/14/2025 | 253.44 |
| Gordon Flesch Company, Inc. | Printing Supplies | Information Technologies | General Fund | 7/28/2025 | 3,833.20 |
| WEX BANK | Fuel- Vehicles | Information Technologies | General Fund | 7/14/2025 | 240.53 |
| Waste Management of Illinois - West | Disposal and Water Softener Srvs | Building Management | General Fund | 7/28/2025 | 697.55 |
| Waste Management of Illinois - West | Disposal and Water Softener Srvs | Building Management | General Fund | 7/28/2025 | 2,707.99 |
| Waste Management of Illinois - West | Disposal and Water Softener Srvs | Building Management | General Fund | 7/28/2025 | 274.69 |
| Waste Management of Illinois - West | Disposal and Water Softener Srvs | Building Management | General Fund | 7/28/2025 | 10.23 |
| Eco Clean Maintenance, Inc. | Janitorial Services | Building Management | General Fund | 7/28/2025 | 13,869.00 |
| 1 Source Mechanical, Inc. | Repairs and Maint- Buildings | Building Management | General Fund | 7/14/2025 | 8,938.12 |
| Grainger Inc | Repairs and Maint- Buildings | Building Management | General Fund | 7/14/2025 | 473.40 |
| Certified Elevator Inspection Corporation | Repairs and Maint- Buildings | Building Management | General Fund | 7/14/2025 | 9,020.00 |
| G.W. Berkheimer Co, Inc. | Repairs and Maint- Buildings | Building Management | General Fund | 7/14/2025 | 14.03 |
| Alarm Detection Systems, Inc. | Repairs and Maint- Buildings | Building Management | General Fund | 7/14/2025 | 1,969.33 |
| Allied Door Inc. | Repairs and Maint- Buildings | Building Management | General Fund | 7/14/2025 | 329.00 |
| Hartwig Mechanical, LLC | Repairs and Maint- Buildings | Building Management | General Fund | 7/14/2025 | 2,160.81 |
| Sherwin Williams | Repairs and Maint- Buildings | Building Management | General Fund | 7/14/2025 | 236.65 |
| Sherwin Williams | Repairs and Maint- Buildings | Building Management | General Fund | 7/14/2025 | -86.83 |
| Sherwin Williams | Repairs and Maint- Buildings | Building Management | General Fund | 7/14/2025 | 394.41 |
| Sherwin Williams | Repairs and Maint- Buildings | Building Management | General Fund | 7/14/2025 | -144.71 |
| Sherwin Williams | Repairs and Maint- Buildings | Building Management | General Fund | 7/14/2025 | 589.28 |
| Sherwin Williams | Repairs and Maint- Buildings | Building Management | General Fund | 7/14/2025 | 335.91 |
| Sherwin Williams | Repairs and Maint- Buildings | Building Management | General Fund | 7/14/2025 | -159.15 |
| Sherwin Williams | Repairs and Maint- Buildings | Building Management | General Fund | 7/14/2025 | 746.69 |
| Sherwin Williams | Repairs and Maint- Buildings | Building Management | General Fund | 7/14/2025 | 357.31 |
| Sherwin Williams | Repairs and Maint- Buildings | Building Management | General Fund | 7/14/2025 | 11.19 |
| Sherwin Williams | Repairs and Maint- Buildings | Building Management | General Fund | 7/14/2025 | 30.94 |
| Sherwin Williams | Repairs and Maint- Buildings | Building Management | General Fund | 7/14/2025 | 61.88 |
| Sherwin Williams | Repairs and Maint- Buildings | Building Management | General Fund | 7/14/2025 | 92.82 |
| Sherwin Williams | Repairs and Maint- Buildings | Building Management | General Fund | 7/14/2025 | 61.88 |
| Sherwin Williams | Repairs and Maint- Buildings | Building Management | General Fund | 7/14/2025 | 12.24 |
| Sherwin Williams | Repairs and Maint- Buildings | Building Management | General Fund | 7/14/2025 | 40.02 |
| ILLCO, Inc. | Repairs and Maint- Buildings | Building Management | General Fund | 7/14/2025 | 4,370.40 |
| Havlicek Geneva Ace Hardware, LLC | Repairs and Maint- Buildings | Building Management | General Fund | 7/14/2025 | 50.36 |
| Havlicek Geneva Ace Hardware, LLC | Repairs and Maint- Buildings | Building Management | General Fund | 7/14/2025 | 28.77 |
| R.J. O'Neil, Inc. | Repairs and Maint- Buildings | Building Management | General Fund | 7/14/2025 | 650.0 |

| VENDOR | NATURE OF CLAIM | OFFICE / DEPARTMENT | FUND | DATE PAID | AMOUNT PAID |
|---|---|---|---|---|---|
| Sherwin Williams | Repairs and Maint- Buildings | Building Management | General Fund | 7/14/2025 | 611.65 |
| Sherwin Williams | Repairs and Maint- Buildings | Building Management | General Fund | 7/14/2025 | 61.88 |
| Sherwin Williams | Repairs and Maint- Buildings | Building Management | General Fund | 7/14/2025 | 15.39 |
| Sherwin Williams | Repairs and Maint- Buildings | Building Management | General Fund | 7/14/2025 | 81.33 |
| Valley Lock Company, Inc. | Repairs and Maint- Buildings | Building Management | General Fund | 7/14/2025 | 60.96 |
| Valley Security Company | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 884.20 |
| Valley Security Company | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 707.36 |
| Valley Security Company | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 995.36 |
| Valley Security Company | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 447.96 |
| Sherwin Williams | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 92.48 |
| Sherwin Williams | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 154.70 |
| Sherwin Williams | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 123.76 |
| Sherwin Williams | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 92.82 |
| Sherwin Williams | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 8.88 |
| Sherwin Williams | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | -33.03 |
| Sherwin Williams | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 61.88 |
| Sherwin Williams | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 293.76 |
| Sherwin Williams | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 447.95 |
| Sherwin Williams | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 85.82 |
| Sherwin Williams | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 13.99 |
| Sherwin Williams | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 203.84 |
| Sherwin Williams | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 12.73 |
| Sherwin Williams | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 13.36 |
| Sherwin Williams | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 123.76 |
| Steiner Electric Co Inc | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 1,079.22 |
| United Refrigeration, Inc. | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 300.31 |
| United Refrigeration, Inc. | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 57.09 |
| Urban Elevator Service, LLC | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 3,316.13 |
| Urban Elevator Service, LLC | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 33,446.50 |
| Sherwin Williams | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 626.86 |
| Sherwin Williams | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 68.77 |
| Sheaffer & Roland, Inc. | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 1,600.00 |
| ILLCO, Inc. | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 1,200.73 |
| JC Licht, LLC | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 2,114.00 |
| JC Licht, LLC | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 5,446.68 |
| JP Morgan Chase Bank N.A. | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 1,355.98 |
| JP Morgan Chase Bank N.A. | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 3,729.60 |
| Key Construction Group, Inc. | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 776.77 |
| Liberty Fire Equipment, Inc. | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 6,496.65 |
| Neuco, Inc. | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 2,109.47 |
| Phigenics, LLC | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 2,400.00 |
| R.J. O'Neil, Inc. | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 648.48 |
| Sherwin Williams | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 11.05 |
| Havlicek Geneva Ace Hardware, LLC | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 35.96 |
| Allied Door Inc. | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 455.00 |
| G.W. Berkheimer Co, Inc. | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 141.85 |
| Gehrke Technology Group, Inc. | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 437.00 |
| Grainger Inc | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 52.74 |
| Grainger Inc | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 394.10 |
| Grainger Inc | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 568.04 |
| Grainger Inc | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 480.42 |
| Grainger Inc | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 335.45 |
| Grainger Inc | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 314.66 |
| Grainger Inc | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 77.13 |
| Grainger Inc | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 499.59 |
| Grainger Inc | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 702.3 |
| Grainger Inc | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 155.8 |

| VENDOR | NATURE OF CLAIM | OFFICE / DEPARTMENT | FUND | DATE PAID | AMOUNT PAID |
|---|---|---|---|---|---|
| Grainger Inc | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 54.64 |
| 1 Source Mechanical, Inc. | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 405.00 |
| 1 Source Mechanical, Inc. | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 10,825.64 |
| 1 Source Mechanical, Inc. | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 9,135.74 |
| 1 Source Mechanical, Inc. | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 6,986.60 |
| 1 Source Mechanical, Inc. | Repairs and Maint- Buildings | Building Management | General Fund | 7/28/2025 | 2,373.82 |
| Chem-Wise Ecological Pest Management, Inc. | Repairs and Maint- Grounds | Building Management | General Fund | 7/14/2025 | 55.00 |
| Black Gold Septic Contractors, Inc | Grease Trap- Septic Services | Building Management | General Fund | 7/28/2025 | 535.00 |
| Black Gold Septic Contractors, Inc | Grease Trap- Septic Services | Building Management | General Fund | 7/28/2025 | 285.00 |
| JP Morgan Chase Bank N.A. | Employee Training | Building Management | General Fund | 7/28/2025 | 146.00 |
| DS Services of America, Inc. dba Primo Water NA | Operating Supplies | Building Management | General Fund | 7/28/2025 | 146.62 |
| JP Morgan Chase Bank N.A. | Operating Supplies | Building Management | General Fund | 7/28/2025 | 178.38 |
| City of Geneva | Utilities- Sewer | Building Management | General Fund | 7/28/2025 | 258.03 |
| City of Geneva | Utilities- Sewer | Building Management | General Fund | 7/28/2025 | 146.48 |
| City of Geneva | Utilities- Sewer | Building Management | General Fund | 7/28/2025 | 16.88 |
| City of Geneva | Utilities- Sewer | Building Management | General Fund | 7/28/2025 | 11.48 |
| City of Geneva | Utilities- Sewer | Building Management | General Fund | 7/28/2025 | 31.00 |
| City of Geneva | Utilities- Sewer | Building Management | General Fund | 7/28/2025 | 18.40 |
| City of Geneva | Utilities- Sewer | Building Management | General Fund | 7/28/2025 | 243.77 |
| City of Geneva | Utilities- Sewer | Building Management | General Fund | 7/28/2025 | 116.74 |
| City of St. Charles | Utilities- Sewer | Building Management | General Fund | 7/28/2025 | 168.63 |
| City of St. Charles | Utilities- Sewer | Building Management | General Fund | 7/28/2025 | 730.40 |
| City of St. Charles | Utilities- Sewer | Building Management | General Fund | 7/28/2025 | 635.65 |
| City of St. Charles | Utilities- Sewer | Building Management | General Fund | 7/28/2025 | 25.37 |
| City of St. Charles | Utilities- Sewer | Building Management | General Fund | 7/28/2025 | 11,008.80 |
| City of St. Charles | Utilities- Sewer | Building Management | General Fund | 7/28/2025 | 207.09 |
| City of Geneva | Utilities- Water | Building Management | General Fund | 7/28/2025 | 458.41 |
| City of Geneva | Utilities- Water | Building Management | General Fund | 7/28/2025 | 237.01 |
| City of Geneva | Utilities- Water | Building Management | General Fund | 7/28/2025 | 31.58 |
| City of Geneva | Utilities- Water | Building Management | General Fund | 7/28/2025 | 25.19 |
| City of Geneva | Utilities- Water | Building Management | General Fund | 7/28/2025 | 51.78 |
| City of Geneva | Utilities- Water | Building Management | General Fund | 7/28/2025 | 30.28 |
| City of Geneva | Utilities- Water | Building Management | General Fund | 7/28/2025 | 401.27 |
| City of Geneva | Utilities- Water | Building Management | General Fund | 7/28/2025 | 208.84 |
| City of St. Charles | Utilities- Water | Building Management | General Fund | 7/28/2025 | 154.58 |
| City of St. Charles | Utilities- Water | Building Management | General Fund | 7/28/2025 | 564.36 |
| City of St. Charles | Utilities- Water | Building Management | General Fund | 7/28/2025 | 493.56 |
| City of St. Charles | Utilities- Water | Building Management | General Fund | 7/28/2025 | 8,264.86 |
| City of St. Charles | Utilities- Water | Building Management | General Fund | 7/28/2025 | 193.84 |
| JP Morgan Chase Bank N.A. | Utilities- Water | Building Management | General Fund | 7/28/2025 | 367.39 |
| Valley Lock Company, Inc. | Cleaning Supplies | Building Management | General Fund | 7/14/2025 | 61.00 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Cleaning Supplies | Building Management | General Fund | 7/14/2025 | 861.69 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Cleaning Supplies | Building Management | General Fund | 7/14/2025 | 43.53 |
| Grainger Inc | Cleaning Supplies | Building Management | General Fund | 7/14/2025 | 724.36 |
| JP Morgan Chase Bank N.A. | Cleaning Supplies | Building Management | General Fund | 7/28/2025 | 1,946.69 |
| JP Morgan Chase Bank N.A. | Cleaning Supplies | Building Management | General Fund | 7/28/2025 | 497.18 |
| LMC Enterprises, Inc. dba Initial Impressions | Uniform Supplies | Building Management | General Fund | 7/14/2025 | 2,859.15 |
| Nicor Gas | Utilities- Natural Gas | Building Management | General Fund | 7/14/2025 | 204.52 |
| Nicor Gas | Utilities- Natural Gas | Building Management | General Fund | 7/14/2025 | 57.25 |
| Nicor Gas | Utilities- Natural Gas | Building Management | General Fund | 7/28/2025 | 57.22 |
| Nicor Gas | Utilities- Natural Gas | Building Management | General Fund | 7/28/2025 | 56.37 |
| Nicor Gas | Utilities- Natural Gas | Building Management | General Fund | 7/28/2025 | 90.68 |
| Nicor Gas | Utilities- Natural Gas | Building Management | General Fund | 7/28/2025 | 84.35 |
| Nicor Gas | Utilities- Natural Gas | Building Management | General Fund | 7/28/2025 | 80.75 |
| Nicor Gas | Utilities- Natural Gas | Building Management | General Fund | 7/28/2025 | 360.15 |
| Nicor Gas | Utilities- Natural Gas | Building Management | General Fund | 7/28/2025 | 79.8[illegible] |
| Constellation NewEnergy-Gas Division, LLC | Utilities- Natural Gas | Building Management | General Fund | 7/28/2025 | 10,516.4 |

| VENDOR | NATURE OF CLAIM | OFFICE / DEPARTMENT | FUND | DATE PAID | AMOUNT PAID |
|---|---|---|---|---|---|
| ComEd | Utilities- Electric | Building Management | General Fund | 7/14/2025 | 50.65 |
| ComEd | Utilities- Electric | Building Management | General Fund | 7/28/2025 | 12,823.50 |
| ComEd | Utilities- Electric | Building Management | General Fund | 7/28/2025 | 5,690.46 |
| GSD, LLC dba GRNE Solarfield 05, LLC | Utilities- Electric | Building Management | General Fund | 7/28/2025 | 19,257.38 |
| City of Geneva | Utilities- Electric | Building Management | General Fund | 7/28/2025 | 10,073.03 |
| City of Geneva | Utilities- Electric | Building Management | General Fund | 7/28/2025 | 56.63 |
| City of Geneva | Utilities- Electric | Building Management | General Fund | 7/28/2025 | 542.73 |
| City of Geneva | Utilities- Electric | Building Management | General Fund | 7/28/2025 | 114.09 |
| City of Geneva | Utilities- Electric | Building Management | General Fund | 7/28/2025 | 5,003.94 |
| City of Geneva | Utilities- Electric | Building Management | General Fund | 7/28/2025 | 48.99 |
| City of St. Charles | Utilities- Electric | Building Management | General Fund | 7/28/2025 | 59.65 |
| City of St. Charles | Utilities- Electric | Building Management | General Fund | 7/28/2025 | 11,637.18 |
| Illinois State Police | Miscellaneous Contractual Exp | Human Resource Management | General Fund | 7/28/2025 | 30.00 |
| Kane County Regional Office of Education | Miscellaneous Contractual Exp | Human Resource Management | General Fund | 7/28/2025 | 400.00 |
| Identisys, Inc. | Office Supplies | Human Resource Management | General Fund | 7/14/2025 | 97.00 |
| JP Morgan Chase Bank N.A. | Office Supplies | Human Resource Management | General Fund | 7/28/2025 | -14.99 |
| Penny Wegman | Conferences and Meetings | County Auditor | General Fund | 7/14/2025 | 2,106.60 |
| DS Services of America, Inc. dba Primo Water NA | Office Supplies | County Auditor | General Fund | 7/28/2025 | 2.99 |
| JP Morgan Chase Bank N.A. | Office Supplies | County Auditor | General Fund | 7/28/2025 | 169.28 |
| Toshiba America Business Solutions, Inc | Copiers | County Auditor | General Fund | 7/28/2025 | 23.31 |
| US Bancorp Asset Management, Inc. dba PFMAM | Bank Service Charges | Treasurer/Collector | General Fund | 7/29/2025 | 4,873.04 |
| Vectors Research Management, LLC | Bank Service Charges | Treasurer/Collector | General Fund | 7/29/2025 | 64,788.00 |
| Toshiba America Business Solutions, Inc | Repairs and Maint- Computers | Treasurer/Collector | General Fund | 7/28/2025 | 5.54 |
| Cynthia Christopher | Conferences and Meetings | Treasurer/Collector | General Fund | 7/14/2025 | 41.56 |
| Cynthia Christopher | Employee Mileage Expense | Treasurer/Collector | General Fund | 7/14/2025 | 137.06 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Office Supplies | Treasurer/Collector | General Fund | 7/14/2025 | 281.84 |
| DS Services of America, Inc. dba Primo Water NA | Office Supplies | Treasurer/Collector | General Fund | 7/28/2025 | 42.91 |
| Quadient Leasing USA, Inc. | Repairs and Maint- Copiers | Supervisor of Assessments | General Fund | 7/28/2025 | 868.65 |
| Toshiba America Business Solutions, Inc | Repairs and Maint- Copiers | Supervisor of Assessments | General Fund | 7/28/2025 | 418.91 |
| Paddock Publications (Daily Herald) | Legal Printing | Supervisor of Assessments | General Fund | 7/14/2025 | 1,178.40 |
| Shaw Suburban Media dba Shaw Media | Legal Printing | Supervisor of Assessments | General Fund | 7/14/2025 | 342.80 |
| Mark D. Armstrong | Conferences and Meetings | Supervisor of Assessments | General Fund | 7/14/2025 | 1,232.96 |
| MICHELLE R ABELL | Employee Mileage Expense | Supervisor of Assessments | General Fund | 7/14/2025 | 17.08 |
| DS Services of America, Inc. dba Primo Water NA | Office Supplies | Supervisor of Assessments | General Fund | 7/28/2025 | 32.93 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Office Supplies | Supervisor of Assessments | General Fund | 7/28/2025 | 49.99 |
| John Emerson | Conferences and Meetings | County Clerk | General Fund | 7/14/2025 | 130.00 |
| IL Association of County Clerks & Recorders IACCR | Conferences and Meetings | County Clerk | General Fund | 7/28/2025 | 125.00 |
| JP Morgan Chase Bank N.A. | Conferences and Meetings | County Clerk | General Fund | 7/28/2025 | 1,027.96 |
| John Emerson | Employee Mileage Expense | County Clerk | General Fund | 7/14/2025 | 690.20 |
| Zahida K. Fakroddin | Employee Mileage Expense | County Clerk | General Fund | 7/14/2025 | 93.10 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Office Supplies | County Clerk | General Fund | 7/14/2025 | 71.43 |
| JP Morgan Chase Bank N.A. | Operating Supplies | County Clerk | General Fund | 7/28/2025 | 22.99 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Computer Related Supplies | County Clerk | General Fund | 7/14/2025 | 471.45 |
| DFM Associates | Software Licensing Cost | County Clerk | General Fund | 7/14/2025 | 12,341.00 |
| Toshiba America Business Solutions, Inc | Repairs and Maint- Copiers | County Clerk | General Fund | 7/28/2025 | 28.66 |
| Batavia Instant Print Inc | Legal Printing | County Clerk | General Fund | 7/14/2025 | 1,386.79 |
| Batavia Instant Print Inc | Legal Printing | County Clerk | General Fund | 7/28/2025 | 1,378.08 |
| IL Association of County Clerks & Recorders IACCR | Conferences and Meetings | County Clerk | General Fund | 7/14/2025 | 141.00 |
| Brian Pollock | Conferences and Meetings | County Clerk | General Fund | 7/14/2025 | 940.55 |
| JP Morgan Chase Bank N.A. | Conferences and Meetings | County Clerk | General Fund | 7/28/2025 | 563.98 |
| Robert Mitchell | Employee Mileage Expense | County Clerk | General Fund | 7/14/2025 | 84.00 |
| Brian Pollock | Employee Mileage Expense | County Clerk | General Fund | 7/14/2025 | 54.04 |
| Celeste Weilandt | Employee Mileage Expense | County Clerk | General Fund | 7/14/2025 | 133.00 |
| Anita L. Walls | Employee Mileage Expense | County Clerk | General Fund | 7/28/2025 | 18.62 |
| John F. Harahan | Miscellaneous Contractual Exp | County Clerk | General Fund | 7/14/2025 | 3,960.00 |
| BASE IV, LLC | Miscellaneous Contractual Exp | County Clerk | General Fund | 7/14/2025 | 2,000.0 |
| BASE IV, LLC | Miscellaneous Contractual Exp | County Clerk | General Fund | 7/28/2025 | 2,950.0 |

| VENDOR | NATURE OF CLAIM | OFFICE / DEPARTMENT | FUND | DATE PAID | AMOUNT PAID |
|---|---|---|---|---|---|
| Warehouse Direct, Inc dba Midwest Office Interiors | Office Supplies | County Clerk | General Fund | 7/14/2025 | 30.76 |
| Groot Recycling dba Accurate Document Destruction | Operating Supplies | County Clerk | General Fund | 7/14/2025 | 660.00 |
| Verizon Wireless | Operating Supplies | County Clerk | General Fund | 7/14/2025 | 441.54 |
| WEX BANK | Operating Supplies | County Clerk | General Fund | 7/14/2025 | 72.04 |
| JP Morgan Chase Bank N.A. | Operating Supplies | County Clerk | General Fund | 7/28/2025 | 0.00 |
| Uline | Operating Supplies | County Clerk | General Fund | 7/28/2025 | 60.54 |
| DS Services of America, Inc. dba Primo Water NA | Operating Supplies | County Clerk | General Fund | 7/28/2025 | 95.09 |
| JP Morgan Chase Bank N.A. | Books and Subscriptions | County Clerk | General Fund | 7/28/2025 | 215.00 |
| DMT Solutions Global Corporation dba BlueCrest | Voting Systems and Accessories | County Clerk | General Fund | 7/14/2025 | 24,796.73 |
| David C. King | Employee Mileage Expense | Recorder | General Fund | 7/14/2025 | 32.55 |
| Judy A. Schonback | Employee Mileage Expense | Recorder | General Fund | 7/28/2025 | 4.20 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Office Supplies | Recorder | General Fund | 7/14/2025 | 77.10 |
| DS Services of America, Inc. dba Primo Water NA | Office Supplies | Recorder | General Fund | 7/28/2025 | 44.90 |
| Kane County Juror Payable Clearing | Jurors- Circuit Court | Judiciary and Courts | General Fund | 7/11/2025 | 1,591.58 |
| Kane County Juror Payable Clearing | Jurors- Circuit Court | Judiciary and Courts | General Fund | 7/11/2025 | 20.53 |
| Kane County Juror Payable Clearing | Jurors- Circuit Court | Judiciary and Courts | General Fund | 7/18/2025 | 798.82 |
| Kane County Juror Payable Clearing | Jurors- Circuit Court | Judiciary and Courts | General Fund | 7/25/2025 | 1,265.42 |
| Just In Time Coffee LLC | Jurors' Expense | Judiciary and Courts | General Fund | 7/14/2025 | 1,257.00 |
| Just In Time Coffee LLC | Jurors' Expense | Judiciary and Courts | General Fund | 7/14/2025 | 2,392.00 |
| Just In Time Coffee LLC | Jurors' Expense | Judiciary and Courts | General Fund | 7/14/2025 | 450.00 |
| RCB Mailings, LLC dba RCB Enterprises | Jurors' Expense | Judiciary and Courts | General Fund | 7/28/2025 | 4,533.09 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Jurors' Expense | Judiciary and Courts | General Fund | 7/28/2025 | 5,113.44 |
| Judicial Systems, Inc. | Jurors' Expense | Judiciary and Courts | General Fund | 7/28/2025 | 6,388.32 |
| Melissa K. Anderko | Per Diem Expense | Judiciary and Courts | General Fund | 7/14/2025 | 212.00 |
| Nicole M. Breytspraak | Per Diem Expense | Judiciary and Courts | General Fund | 7/14/2025 | 21.25 |
| Taylor N. Conley | Per Diem Expense | Judiciary and Courts | General Fund | 7/14/2025 | 225.00 |
| Mary Jo D'Avola | Per Diem Expense | Judiciary and Courts | General Fund | 7/14/2025 | 64.00 |
| Jeanine Fassnacht | Per Diem Expense | Judiciary and Courts | General Fund | 7/14/2025 | 300.00 |
| Jennifer L. Joyce | Per Diem Expense | Judiciary and Courts | General Fund | 7/14/2025 | 225.00 |
| Debra K. Schweer | Per Diem Expense | Judiciary and Courts | General Fund | 7/14/2025 | 103.50 |
| Stacy S. Warpool | Per Diem Expense | Judiciary and Courts | General Fund | 7/14/2025 | 300.00 |
| Stacy S. Warpool | Per Diem Expense | Judiciary and Courts | General Fund | 7/14/2025 | 112.50 |
| Tabitha Joann Watson | Per Diem Expense | Judiciary and Courts | General Fund | 7/14/2025 | 216.00 |
| Tabitha Joann Watson | Per Diem Expense | Judiciary and Courts | General Fund | 7/14/2025 | 40.00 |
| Tabitha Joann Watson | Per Diem Expense | Judiciary and Courts | General Fund | 7/28/2025 | 225.00 |
| Theresa (Terri) Wells | Per Diem Expense | Judiciary and Courts | General Fund | 7/28/2025 | 297.00 |
| Theresa (Terri) Wells | Per Diem Expense | Judiciary and Courts | General Fund | 7/28/2025 | 88.00 |
| Stacy S. Warpool | Per Diem Expense | Judiciary and Courts | General Fund | 7/28/2025 | 300.00 |
| Kobald Reporting, Inc. | Per Diem Expense | Judiciary and Courts | General Fund | 7/28/2025 | 225.00 |
| Geri L. Denson | Per Diem Expense | Judiciary and Courts | General Fund | 7/28/2025 | 300.00 |
| Nicole M. Breytspraak | Per Diem Expense | Judiciary and Courts | General Fund | 7/28/2025 | 900.00 |
| Dana D. Bollman | Per Diem Expense | Judiciary and Courts | General Fund | 7/28/2025 | 72.00 |
| Tatiana Okunskaya | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/14/2025 | 160.00 |
| Voiance Language Services, LLC | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/14/2025 | 2.97 |
| Wellspring Interpreting Services LLC | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/14/2025 | 1,526.80 |
| John L. Otoole | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/14/2025 | 380.00 |
| Fadia Tamer | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/14/2025 | 2,439.40 |
| Daniel Velasco | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/14/2025 | 1,027.76 |
| Bakhtavar Press | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/14/2025 | 272.20 |
| Bakhtavar Press | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/14/2025 | 333.60 |
| Bakhtavar Press | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/14/2025 | 333.60 |
| Bakhtavar Press | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/14/2025 | 1,080.00 |
| Rafael H. Berrios | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/14/2025 | 1,128.00 |
| Olga Bronovytska | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/14/2025 | 320.00 |
| Ana M. Bubalo | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/14/2025 | 304.00 |
| Commline, Inc. | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/14/2025 | 3,873.7[illegible] |
| Commline, Inc. | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/14/2025 | 1,918.9[illegible] |

| VENDOR | NATURE OF CLAIM | OFFICE / DEPARTMENT | FUND | DATE PAID | AMOUNT PAID |
|---|---|---|---|---|---|
| Commline, Inc. | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/14/2025 | 4,758.58 |
| Commline, Inc. | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/14/2025 | 3,384.30 |
| Commline, Inc. | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/14/2025 | 2,939.32 |
| inLingo, LLC | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/14/2025 | 300.00 |
| Interprenet, LTD | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/14/2025 | 537.00 |
| Interprenet, LTD | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/14/2025 | 479.40 |
| Interprenet, LTD | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/14/2025 | 300.00 |
| Interprenet, LTD | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/14/2025 | 325.20 |
| Interprenet, LTD | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/14/2025 | 328.00 |
| Interprenet, LTD | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/14/2025 | 371.20 |
| Veronica Guemez | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/14/2025 | 421.00 |
| Maricela Ibarra | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/14/2025 | 837.80 |
| Carina Julian | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/14/2025 | 1,142.20 |
| Carina Julian | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/28/2025 | 1,171.60 |
| Carina Julian | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/28/2025 | 1,192.80 |
| Carina Julian | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/28/2025 | 545.80 |
| Carina Julian | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/28/2025 | 1,150.60 |
| Maricela Ibarra | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/28/2025 | 1,046.90 |
| Maricela Ibarra | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/28/2025 | 628.00 |
| Maricela Ibarra | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/28/2025 | 1,060.40 |
| Interprenet, LTD | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/28/2025 | 307.70 |
| Interprenet, LTD | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/28/2025 | 307.70 |
| Interprenet, LTD | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/28/2025 | 485.00 |
| Interprenet, LTD | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/28/2025 | 484.20 |
| Interprenet, LTD | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/28/2025 | 318.20 |
| Commline, Inc. | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/28/2025 | 891.58 |
| Commline, Inc. | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/28/2025 | 1,709.76 |
| Commline, Inc. | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/28/2025 | 996.60 |
| Commline, Inc. | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/28/2025 | 1,348.60 |
| Commline, Inc. | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/28/2025 | 2,200.23 |
| Commline, Inc. | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/28/2025 | 3,537.34 |
| Commline, Inc. | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/28/2025 | 2,121.72 |
| Commline, Inc. | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/28/2025 | 1,368.00 |
| Ana M. Bubalo | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/28/2025 | 782.20 |
| Rafael H. Berrios | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/28/2025 | 564.00 |
| Rafael H. Berrios | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/28/2025 | 1,692.00 |
| Bakhtavar Press | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/28/2025 | 1,080.00 |
| Bakhtavar Press | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/28/2025 | 160.00 |
| Daniel Velasco | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/28/2025 | 1,619.88 |
| Daniel Velasco | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/28/2025 | 1,107.96 |
| John L. Otoole | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/28/2025 | 988.00 |
| Claudia Perez | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/28/2025 | 623.00 |
| Claudia Perez | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/28/2025 | 623.00 |
| Claudia Perez | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/28/2025 | 567.50 |
| Patricia Rasmussen | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/28/2025 | 1,070.80 |
| Patricia Rasmussen | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/28/2025 | 1,671.60 |
| Patricia Rasmussen | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/28/2025 | 1,114.40 |
| Daisy M. Robinson | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/28/2025 | 452.00 |
| Wellspring Interpreting Services LLC | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/28/2025 | 2,255.60 |
| Wellspring Interpreting Services LLC | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/28/2025 | 2,179.60 |
| Wellspring Interpreting Services LLC | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/28/2025 | 1,663.20 |
| Tatiana Okunskaya | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/28/2025 | 160.00 |
| Tatiana Okunskaya | Contractual/Consulting Services | Judiciary and Courts | General Fund | 7/28/2025 | 160.00 |
| Marielisa Jackson | Court Appointed Counsel | Judiciary and Courts | General Fund | 7/14/2025 | 3,434.00 |
| Ronald L. Haskell | Court Appointed Counsel | Judiciary and Courts | General Fund | 7/14/2025 | 4,900.00 |
| Rachel J. Hess | Court Appointed Counsel | Judiciary and Courts | General Fund | 7/28/2025 | 3,434.0 |
| Rachel J. Hess | Court Appointed Counsel | Judiciary and Courts | General Fund | 7/28/2025 | 60.0 |

| VENDOR | NATURE OF CLAIM | OFFICE / DEPARTMENT | FUND | DATE PAID | AMOUNT PAID |
|---|---|---|---|---|---|
| Marielisa Jackson | Court Appointed Counsel | Judiciary and Courts | General Fund | 7/28/2025 | 3,434.00 |
| Jordan Steele & Associates, LLC | Court Appointed Counsel | Judiciary and Courts | General Fund | 7/28/2025 | 3,599.00 |
| Jordan Steele & Associates, LLC | Court Appointed Counsel | Judiciary and Courts | General Fund | 7/28/2025 | 1,155.00 |
| James A. Tabor | Court Appointed Counsel | Judiciary and Courts | General Fund | 7/28/2025 | 3,434.00 |
| The Law Office of John Randal Kopp, PC | Court Appointed Counsel | Judiciary and Courts | General Fund | 7/28/2025 | 3,434.00 |
| Gordon Flesch Company, Inc. | Equipment Rental | Judiciary and Courts | General Fund | 7/14/2025 | 86.78 |
| Gordon Flesch Company, Inc. | Equipment Rental | Judiciary and Courts | General Fund | 7/14/2025 | 26.99 |
| Gordon Flesch Company, Inc. | Equipment Rental | Judiciary and Courts | General Fund | 7/14/2025 | 54.08 |
| Gordon Flesch Company, Inc. | Equipment Rental | Judiciary and Courts | General Fund | 7/14/2025 | 66.64 |
| Gordon Flesch Company, Inc. | Equipment Rental | Judiciary and Courts | General Fund | 7/14/2025 | 13.49 |
| Gordon Flesch Company, Inc. | Equipment Rental | Judiciary and Courts | General Fund | 7/28/2025 | 490.16 |
| Gordon Flesch Company, Inc. | Equipment Rental | Judiciary and Courts | General Fund | 7/28/2025 | 3.95 |
| Gordon Flesch Company, Inc. | Equipment Rental | Judiciary and Courts | General Fund | 7/28/2025 | 22.93 |
| Gordon Flesch Company, Inc. | Equipment Rental | Judiciary and Courts | General Fund | 7/28/2025 | 20.61 |
| Canon Solutions America Inc | Equipment Rental | Judiciary and Courts | General Fund | 7/28/2025 | 119.19 |
| Marina Lark Cowart Peterson | Conferences and Meetings | Judiciary and Courts | General Fund | 7/28/2025 | 419.95 |
| JP Morgan Chase Bank N.A. | Conferences and Meetings | Judiciary and Courts | General Fund | 7/28/2025 | 348.77 |
| JP Morgan Chase Bank N.A. | Conferences and Meetings | Judiciary and Courts | General Fund | 7/28/2025 | -21.27 |
| JP Morgan Chase Bank N.A. | Conferences and Meetings | Judiciary and Courts | General Fund | 7/28/2025 | 754.74 |
| Peloton Workforce, Inc. | Miscellaneous Contractual Exp | Judiciary and Courts | General Fund | 7/14/2025 | 438.75 |
| Peloton Workforce, Inc. | Miscellaneous Contractual Exp | Judiciary and Courts | General Fund | 7/14/2025 | 146.25 |
| Peloton Workforce, Inc. | Miscellaneous Contractual Exp | Judiciary and Courts | General Fund | 7/28/2025 | 146.25 |
| DS Services of America, Inc. dba Primo Water NA | Miscellaneous Contractual Exp | Judiciary and Courts | General Fund | 7/28/2025 | 52.89 |
| DS Services of America, Inc. dba Primo Water NA | Miscellaneous Contractual Exp | Judiciary and Courts | General Fund | 7/28/2025 | 17.96 |
| DS Services of America, Inc. dba Primo Water NA | Miscellaneous Contractual Exp | Judiciary and Courts | General Fund | 7/28/2025 | 52.89 |
| DS Services of America, Inc. dba Primo Water NA | Miscellaneous Contractual Exp | Judiciary and Courts | General Fund | 7/28/2025 | 11.96 |
| DS Services of America, Inc. dba Primo Water NA | Miscellaneous Contractual Exp | Judiciary and Courts | General Fund | 7/28/2025 | 145.70 |
| DS Services of America, Inc. dba Primo Water NA | Miscellaneous Contractual Exp | Judiciary and Courts | General Fund | 7/28/2025 | 22.95 |
| Language Line Services | Miscellaneous Contractual Exp | Judiciary and Courts | General Fund | 7/28/2025 | 54.12 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Office Supplies | Judiciary and Courts | General Fund | 7/14/2025 | 100.99 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Office Supplies | Judiciary and Courts | General Fund | 7/14/2025 | 24.75 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Office Supplies | Judiciary and Courts | General Fund | 7/14/2025 | 22.59 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Office Supplies | Judiciary and Courts | General Fund | 7/28/2025 | 42.73 |
| JP Morgan Chase Bank N.A. | Office Supplies | Judiciary and Courts | General Fund | 7/28/2025 | 56.98 |
| JP Morgan Chase Bank N.A. | Operating Supplies | Judiciary and Courts | General Fund | 7/28/2025 | 378.10 |
| JP Morgan Chase Bank N.A. | Operating Supplies | Judiciary and Courts | General Fund | 7/28/2025 | 68.50 |
| Statewide Publishing, LLC | Legal Services | Circuit Clerk | General Fund | 7/14/2025 | 60.00 |
| DS Services of America, Inc. dba Primo Water NA | Office Supplies | Circuit Clerk | General Fund | 7/14/2025 | 90.81 |
| DS Services of America, Inc. dba Primo Water NA | Office Supplies | Circuit Clerk | General Fund | 7/28/2025 | 126.81 |
| JP Morgan Chase Bank N.A. | Office Supplies | Circuit Clerk | General Fund | 7/28/2025 | 52.93 |
| JP Morgan Chase Bank N.A. | Office Supplies | Circuit Clerk | General Fund | 7/28/2025 | 204.00 |
| Jessica Skwarek | Conferences and Meetings | Circuit Clerk | General Fund | 7/14/2025 | 107.00 |
| Lauren Kopf | Employee Mileage Expense | Circuit Clerk | General Fund | 7/14/2025 | 18.20 |
| Michael John Kovach | Employee Mileage Expense | Circuit Clerk | General Fund | 7/14/2025 | 28.00 |
| Kelly A. Lisner | Employee Mileage Expense | Circuit Clerk | General Fund | 7/14/2025 | 91.70 |
| Shirley L. Moline | Employee Mileage Expense | Circuit Clerk | General Fund | 7/14/2025 | 21.00 |
| Evelyn Alanis | Employee Mileage Expense | Circuit Clerk | General Fund | 7/14/2025 | 20.30 |
| Carleen J. Bain | Employee Mileage Expense | Circuit Clerk | General Fund | 7/14/2025 | 159.60 |
| Marissa Brown | Employee Mileage Expense | Circuit Clerk | General Fund | 7/14/2025 | 23.10 |
| Michele Bruens | Employee Mileage Expense | Circuit Clerk | General Fund | 7/14/2025 | 38.50 |
| Jason M. Crowley | Employee Mileage Expense | Circuit Clerk | General Fund | 7/14/2025 | 18.20 |
| Theodore James Farrell | Employee Mileage Expense | Circuit Clerk | General Fund | 7/14/2025 | 121.80 |
| Joanne M. Hassler | Employee Mileage Expense | Circuit Clerk | General Fund | 7/14/2025 | 4.90 |
| Jessica Joerger | Employee Mileage Expense | Circuit Clerk | General Fund | 7/14/2025 | 36.75 |
| MaryAnn Kabara | Employee Mileage Expense | Circuit Clerk | General Fund | 7/14/2025 | 21.70 |
| Su H. Shanahan | Employee Mileage Expense | Circuit Clerk | General Fund | 7/14/2025 | 28.0 |
| Micah Simmons | Employee Mileage Expense | Circuit Clerk | General Fund | 7/14/2025 | 28.7 |

| VENDOR | NATURE OF CLAIM | OFFICE / DEPARTMENT | FUND | DATE PAID | AMOUNT PAID |
|---|---|---|---|---|---|
| Jessica Skwarek | Employee Mileage Expense | Circuit Clerk | General Fund | 7/14/2025 | 257.32 |
| Mariela Valencia | Employee Mileage Expense | Circuit Clerk | General Fund | 7/14/2025 | 9.10 |
| Jennifer Volintine | Employee Mileage Expense | Circuit Clerk | General Fund | 7/14/2025 | 25.90 |
| Avani P. Vyas | Employee Mileage Expense | Circuit Clerk | General Fund | 7/14/2025 | 17.50 |
| Colby Whitman | Employee Mileage Expense | Circuit Clerk | General Fund | 7/28/2025 | 57.40 |
| Margaret Wlodek | Employee Mileage Expense | Circuit Clerk | General Fund | 7/28/2025 | 235.20 |
| Margaret Wlodek | Employee Mileage Expense | Circuit Clerk | General Fund | 7/28/2025 | 50.40 |
| Shauna Kane | Employee Mileage Expense | Circuit Clerk | General Fund | 7/28/2025 | 72.10 |
| Megan Johnson | Employee Mileage Expense | Circuit Clerk | General Fund | 7/28/2025 | 22.40 |
| Christine Foss | Employee Mileage Expense | Circuit Clerk | General Fund | 7/28/2025 | 135.80 |
| Gwendolyn G. Grist | Employee Mileage Expense | Circuit Clerk | General Fund | 7/28/2025 | 46.20 |
| Colleen Cruz | Employee Mileage Expense | Circuit Clerk | General Fund | 7/28/2025 | 45.50 |
| Janet Davis | Employee Mileage Expense | Circuit Clerk | General Fund | 7/28/2025 | 22.40 |
| Alexandra J. Busch | Employee Mileage Expense | Circuit Clerk | General Fund | 7/28/2025 | 23.80 |
| Heather J. Cameron | Employee Mileage Expense | Circuit Clerk | General Fund | 7/28/2025 | 23.10 |
| Deanna Brooks | Employee Mileage Expense | Circuit Clerk | General Fund | 7/28/2025 | 30.80 |
| E. Dianne Anderson | Employee Mileage Expense | Circuit Clerk | General Fund | 7/28/2025 | 4.90 |
| Benjamin Adam Petschke | Employee Mileage Expense | Circuit Clerk | General Fund | 7/28/2025 | 21.00 |
| Penny Lange | Employee Mileage Expense | Circuit Clerk | General Fund | 7/28/2025 | 36.75 |
| WEX BANK | Fuel- Vehicles | Circuit Clerk | General Fund | 7/28/2025 | 56.59 |
| Image-Pro Services & Supplies, Inc. | Office Supplies | Circuit Clerk | General Fund | 7/14/2025 | 219.27 |
| Image-Pro Services & Supplies, Inc. | Office Supplies | Circuit Clerk | General Fund | 7/28/2025 | 457.54 |
| Image-Pro Services & Supplies, Inc. | Office Supplies | Circuit Clerk | General Fund | 7/28/2025 | 516.13 |
| Statewide Publishing, LLC | Legal Services | Circuit Clerk | General Fund | 7/14/2025 | 60.00 |
| Statewide Publishing, LLC | Legal Services | Circuit Clerk | General Fund | 7/14/2025 | 60.00 |
| Statewide Publishing, LLC | Legal Services | Circuit Clerk | General Fund | 7/28/2025 | 60.00 |
| Statewide Publishing, LLC | Legal Services | Circuit Clerk | General Fund | 7/28/2025 | 60.00 |
| JP Morgan Chase Bank N.A. | Office Supplies | Circuit Clerk | General Fund | 7/28/2025 | 105.82 |
| JP Morgan Chase Bank N.A. | Office Supplies | Circuit Clerk | General Fund | 7/28/2025 | 387.58 |
| JP Morgan Chase Bank N.A. | Office Supplies | Circuit Clerk | General Fund | 7/28/2025 | 47.97 |
| Force Science, LTD | Contractual/Consulting Services | State's Attorney | General Fund | 7/14/2025 | 12,000.00 |
| [redacted] | | State's Attorney | General Fund | 7/14/2025 | 13.00 |
| [redacted] | | State's Attorney | General Fund | 7/14/2025 | 29.00 |
| [redacted] | | State's Attorney | General Fund | 7/28/2025 | 1,172.44 |
| [redacted] | | State's Attorney | General Fund | 7/28/2025 | 30.40 |
| [redacted] | | State's Attorney | General Fund | 7/28/2025 | 62.84 |
| [redacted] | | State's Attorney | General Fund | 7/28/2025 | 201.88 |
| [redacted] | | State's Attorney | General Fund | 7/28/2025 | 20.45 |
| [redacted] | | State's Attorney | General Fund | 7/28/2025 | 44.77 |
| [redacted] | | State's Attorney | General Fund | 7/28/2025 | 891.96 |
| [redacted] | | State's Attorney | General Fund | 7/14/2025 | 4,250.00 |
| [redacted] | | State's Attorney | General Fund | 7/14/2025 | 100.00 |
| Nicole M. Breytspraak | Court Reporter Costs | State's Attorney | General Fund | 7/14/2025 | 459.50 |
| Jeanine Fassnacht | Court Reporter Costs | State's Attorney | General Fund | 7/14/2025 | 924.00 |
| Stacy S. Warpool | Court Reporter Costs | State's Attorney | General Fund | 7/14/2025 | 520.00 |
| Tabitha Joann Watson | Court Reporter Costs | State's Attorney | General Fund | 7/28/2025 | 28.00 |
| Jeanine Fassnacht | Court Reporter Costs | State's Attorney | General Fund | 7/28/2025 | 92.00 |
| Barbara A. Johnston | Court Reporter Costs | State's Attorney | General Fund | 7/28/2025 | 864.00 |
| Mary Jo D'Avola | Court Reporter Costs | State's Attorney | General Fund | 7/28/2025 | 48.00 |
| Geri L. Denson | Court Reporter Costs | State's Attorney | General Fund | 7/28/2025 | 56.00 |
| Melissa K. Anderko | Court Reporter Costs | State's Attorney | General Fund | 7/28/2025 | 68.00 |
| Melissa K. Anderko | Court Reporter Costs | State's Attorney | General Fund | 7/28/2025 | 16.00 |
| Dana D. Bollman | Court Reporter Costs | State's Attorney | General Fund | 7/28/2025 | 20.00 |
| Dana D. Bollman | Court Reporter Costs | State's Attorney | General Fund | 7/28/2025 | 732.00 |
| Toshiba America Business Solutions, Inc | Repairs and Maint- Copiers | State's Attorney | General Fund | 7/14/2025 | 40.31 |
| Toshiba America Business Solutions, Inc | Repairs and Maint- Copiers | State's Attorney | General Fund | 7/28/2025 | 69.5[illegible] |
| Toshiba America Business Solutions, Inc | Repairs and Maint- Copiers | State's Attorney | General Fund | 7/28/2025 | 84.3 |

| VENDOR | NATURE OF CLAIM | OFFICE / DEPARTMENT | FUND | DATE PAID | AMOUNT PAID |
|---|---|---|---|---|---|
| Impact Networking, LLC | Repairs and Maint- Copiers | State's Attorney | General Fund | 7/28/2025 | 1,113.40 |
| Jiffy Lube (Sound Billing LLC) | Repairs and Maint- Vehicles | State's Attorney | General Fund | 7/28/2025 | 53.77 |
| Jiffy Lube (Sound Billing LLC) | Repairs and Maint- Vehicles | State's Attorney | General Fund | 7/28/2025 | 100.78 |
| Jacqueline M. Kliment | Conferences and Meetings | State's Attorney | General Fund | 7/14/2025 | 142.00 |
| JP Morgan Chase Bank N.A. | Conferences and Meetings | State's Attorney | General Fund | 7/28/2025 | 1,253.03 |
| JP Morgan Chase Bank N.A. | Conferences and Meetings | State's Attorney | General Fund | 7/28/2025 | 726.08 |
| Kane County State's Attorney - Petty Cash | Conferences and Meetings | State's Attorney | General Fund | 7/28/2025 | 1,675.00 |
| Jamie L. Mosser | Employee Mileage Expense | State's Attorney | General Fund | 7/14/2025 | 158.20 |
| ISHTA (Illinois State Toll Highway Authority) | Employee Mileage Expense | State's Attorney | General Fund | 7/28/2025 | 479.15 |
| Kane County Bar Association | General Association Dues | State's Attorney | General Fund | 7/14/2025 | 9,015.00 |
| JP Morgan Chase Bank N.A. | Office Supplies | State's Attorney | General Fund | 7/28/2025 | 562.81 |
| Kane County State's Attorney - Petty Cash | Office Supplies | State's Attorney | General Fund | 7/28/2025 | 42.45 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Office Supplies | State's Attorney | General Fund | 7/28/2025 | 244.60 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Office Supplies | State's Attorney | General Fund | 7/28/2025 | 68.15 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Office Supplies | State's Attorney | General Fund | 7/28/2025 | 23.04 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Office Supplies | State's Attorney | General Fund | 7/28/2025 | 87.62 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Office Supplies | State's Attorney | General Fund | 7/28/2025 | 52.60 |
| Ray O'Herron Co., Inc. | Operating Supplies | State's Attorney | General Fund | 7/14/2025 | 518.27 |
| Groot Recycling dba Accurate Document Destruction | Operating Supplies | State's Attorney | General Fund | 7/14/2025 | 240.00 |
| Groot Recycling dba Accurate Document Destruction | Operating Supplies | State's Attorney | General Fund | 7/14/2025 | 240.00 |
| Groot Recycling dba Accurate Document Destruction | Operating Supplies | State's Attorney | General Fund | 7/14/2025 | 900.00 |
| JP Morgan Chase Bank N.A. | Operating Supplies | State's Attorney | General Fund | 7/28/2025 | 1,063.17 |
| JP Morgan Chase Bank N.A. | Operating Supplies | State's Attorney | General Fund | 7/28/2025 | 0.75 |
| DS Services of America, Inc. dba Primo Water NA | Operating Supplies | State's Attorney | General Fund | 7/28/2025 | 7.98 |
| DS Services of America, Inc. dba Primo Water NA | Operating Supplies | State's Attorney | General Fund | 7/28/2025 | 570.52 |
| Lexipol, LLC | Books and Subscriptions | State's Attorney | General Fund | 7/14/2025 | 7,609.91 |
| Thomson Reuters GRC, Inc. (West Government) | Books and Subscriptions | State's Attorney | General Fund | 7/28/2025 | 5,200.65 |
| Thomson Reuters GRC, Inc. (West Government) | Books and Subscriptions | State's Attorney | General Fund | 7/28/2025 | 3,064.61 |
| CDW Government LLC | Computer Hardware- Non Capital | State's Attorney | General Fund | 7/14/2025 | 673.74 |
| WEX BANK | Fuel- Vehicles | State's Attorney | General Fund | 7/14/2025 | 818.07 |
| Kane County State's Attorney - Petty Cash | Employee Training | State's Attorney | General Fund | 7/28/2025 | -325.00 |
| Enterprise Fleet Management, Inc. | Contractual/Consulting Services | State's Attorney | General Fund | 7/28/2025 | 645.86 |
| DS Services of America, Inc. dba Primo Water NA | Operating Supplies | State's Attorney | General Fund | 7/28/2025 | 40.65 |
| JP Morgan Chase Bank N.A. | Operating Supplies | State's Attorney | General Fund | 7/28/2025 | 528.97 |
| WEX BANK | Fuel- Vehicles | State's Attorney | General Fund | 7/14/2025 | 181.99 |
| JP Morgan Chase Bank N.A. | Conferences and Meetings | State's Attorney | General Fund | 7/28/2025 | 3,998.96 |
| GHA Technologies, Inc. | Computer Hardware- Non Capital | State's Attorney | General Fund | 7/14/2025 | 2,357.02 |
| GHA Technologies, Inc. | Computer Hardware- Non Capital | State's Attorney | General Fund | 7/14/2025 | 672.00 |
| GHA Technologies, Inc. | Computer Hardware- Non Capital | State's Attorney | General Fund | 7/14/2025 | 12,444.76 |
| GHA Technologies, Inc. | Computer Hardware- Non Capital | State's Attorney | General Fund | 7/14/2025 | 392.24 |
| Insight Public Sector Inc | Computer Hardware- Non Capital | State's Attorney | General Fund | 7/28/2025 | 240.00 |
| WEX BANK | Fuel- Vehicles | State's Attorney | General Fund | 7/14/2025 | 631.78 |
| JP Morgan Chase Bank N.A. | Operating Supplies | State's Attorney | General Fund | 7/28/2025 | 47.48 |
| [redacted] | | Public Defender | General Fund | 7/14/2025 | 80.00 |
| [redacted] | | Public Defender | General Fund | 7/14/2025 | 33.00 |
| [redacted] | | Public Defender | General Fund | 7/28/2025 | 409.50 |
| Toshiba America Business Solutions, Inc | Repairs and Maint- Copiers | Public Defender | General Fund | 7/28/2025 | 25.56 |
| JP Morgan Chase Bank N.A. | Employee Training | Public Defender | General Fund | 7/28/2025 | 675.99 |
| Michelle Tilmon | Employee Training | Public Defender | General Fund | 7/28/2025 | 291.00 |
| Autumn Beaupre | Employee Mileage Expense | Public Defender | General Fund | 7/14/2025 | 39.55 |
| JP Morgan Chase Bank N.A. | Attorney Association Dues | Public Defender | General Fund | 7/28/2025 | 395.00 |
| Groot Recycling dba Accurate Document Destruction | Miscellaneous Contractual Exp | Public Defender | General Fund | 7/28/2025 | 736.80 |
| DS Services of America, Inc. dba Primo Water NA | Office Supplies | Public Defender | General Fund | 7/28/2025 | 103.80 |
| JP Morgan Chase Bank N.A. | Office Supplies | Public Defender | General Fund | 7/28/2025 | 13.99 |
| Thomson Reuters GRC, Inc. (West Government) | Books and Subscriptions | Public Defender | General Fund | 7/14/2025 | 283.76 |
| Thomson Reuters GRC, Inc. (West Government) | Books and Subscriptions | Public Defender | General Fund | 7/28/2025 | 925.7[illegible] |
| Thomson Reuters GRC, Inc. (West Government) | Books and Subscriptions | Public Defender | General Fund | 7/28/2025 | 5,023.0[illegible] |

| VENDOR | NATURE OF CLAIM | OFFICE / DEPARTMENT | FUND | DATE PAID | AMOUNT PAID |
|---|---|---|---|---|---|
| Enhanced Administration Consulting, LLC | Contractual/Consulting Services | Sheriff | General Fund | 7/14/2025 | 1,825.00 |
| Kane County Sheriff - Petty Cash | Contractual/Consulting Services | Sheriff | General Fund | 7/28/2025 | 942.40 |
| Motorola Solutions, Inc. | Contractual/Consulting Services | Sheriff | General Fund | 7/28/2025 | 11,588.00 |
| Physicians Immediate Care Chicago, PLLC | Medical/Dental/Hospital Services | Sheriff | General Fund | 7/14/2025 | 2,140.00 |
| COPS & FIRE Personnel Testing Service | Medical/Dental/Hospital Services | Sheriff | General Fund | 7/28/2025 | 1,000.00 |
| Kane County Sheriff - Petty Cash | Extradition Costs | Sheriff | General Fund | 7/14/2025 | 68.00 |
| Kane County Sheriff - Petty Cash | Extradition Costs | Sheriff | General Fund | 7/28/2025 | 68.00 |
| Kane County Sheriff - Petty Cash | Extradition Costs | Sheriff | General Fund | 7/28/2025 | 68.00 |
| Kane County Sheriff - Petty Cash | Extradition Costs | Sheriff | General Fund | 7/28/2025 | 68.00 |
| Kane County Sheriff - Petty Cash | Extradition Costs | Sheriff | General Fund | 7/28/2025 | 68.00 |
| Kane County Sheriff - Petty Cash | Extradition Costs | Sheriff | General Fund | 7/28/2025 | 68.00 |
| Securus Monitor. dba Satellite Tracking of People | Extradition Costs | Sheriff | General Fund | 7/28/2025 | 7,242.00 |
| JP Morgan Chase Bank N.A. | Extradition Costs | Sheriff | General Fund | 7/28/2025 | 41.75 |
| JP Morgan Chase Bank N.A. | Extradition Costs | Sheriff | General Fund | 7/28/2025 | -35.44 |
| JP Morgan Chase Bank N.A. | Extradition Costs | Sheriff | General Fund | 7/28/2025 | 49.54 |
| Toshiba America Business Solutions, Inc | Repairs and Maint- Copiers | Sheriff | General Fund | 7/28/2025 | 35.93 |
| Impact Networking, LLC | Repairs and Maint- Equipment | Sheriff | General Fund | 7/14/2025 | 124.20 |
| Menards, Inc. | Repairs and Maint- Equipment | Sheriff | General Fund | 7/28/2025 | 119.98 |
| Via Carlita, LLC dba Hawk Ford St. Charles | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 553.00 |
| Via Carlita, LLC dba Hawk Ford St. Charles | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 95.02 |
| Via Carlita, LLC dba Hawk Ford St. Charles | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 99.95 |
| Via Carlita, LLC dba Hawk Ford St. Charles | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 23.63 |
| Via Carlita, LLC dba Hawk Ford St. Charles | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 310.00 |
| Via Carlita, LLC dba Hawk Ford St. Charles | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 1,442.49 |
| Via Carlita, LLC dba Hawk Ford St. Charles | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 45.78 |
| Via Carlita, LLC dba Hawk Ford St. Charles | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 116.54 |
| Via Carlita, LLC dba Hawk Ford St. Charles | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 338.66 |
| APC Stores, Inc (Bumper to Bumper) | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 172.99 |
| APC Stores, Inc (Bumper to Bumper) | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 270.60 |
| APC Stores, Inc (Bumper to Bumper) | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 166.86 |
| APC Stores, Inc (Bumper to Bumper) | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 447.84 |
| Havlicek Geneva Ace Hardware, LLC | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 28.62 |
| Hollywood Tools, LLC | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 65.50 |
| ISHTA (Illinois State Toll Highway Authority) | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 65.18 |
| ISHTA (Illinois State Toll Highway Authority) | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 143.95 |
| ISHTA (Illinois State Toll Highway Authority) | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 373.35 |
| ISHTA (Illinois State Toll Highway Authority) | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 9.98 |
| ISHTA (Illinois State Toll Highway Authority) | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 312.87 |
| ISHTA (Illinois State Toll Highway Authority) | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 250.52 |
| ISHTA (Illinois State Toll Highway Authority) | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 386.17 |
| City Electric Supply Company | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 598.00 |
| Colliflower dba Randall Pressure Systems | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 24.78 |
| Duke & Lee's Johnsons Garage and Towing, Inc. | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 224.60 |
| Duke & Lee's Johnsons Garage and Towing, Inc. | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 125.00 |
| Elburn NAPA, Inc. dba North Aurora NAPA | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 10.05 |
| Elburn NAPA, Inc. dba North Aurora NAPA | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 167.17 |
| Elburn NAPA, Inc. dba North Aurora NAPA | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 820.79 |
| Elburn NAPA, Inc. dba North Aurora NAPA | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 449.99 |
| Elburn NAPA, Inc. dba North Aurora NAPA | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 6.49 |
| Elburn NAPA, Inc. dba North Aurora NAPA | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 376.30 |
| Elburn NAPA, Inc. dba North Aurora NAPA | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 69.16 |
| Elburn NAPA, Inc. dba North Aurora NAPA | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 29.19 |
| Elburn NAPA, Inc. dba North Aurora NAPA | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 23.45 |
| Elburn NAPA, Inc. dba North Aurora NAPA | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 267.15 |
| Elburn NAPA, Inc. dba North Aurora NAPA | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 9.49 |
| Liberty Tire Recycling Holdco, LLC | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 274.5 |
| Chicago Parts and Sound, LLC | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 2,681.7 |

| VENDOR | NATURE OF CLAIM | OFFICE / DEPARTMENT | FUND | DATE PAID | AMOUNT PAID |
|---|---|---|---|---|---|
| Cintas Corporation | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 68.36 |
| Cintas Corporation | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 68.36 |
| Pomp's Tire Service, Inc. | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 2,224.92 |
| Priority Products, Inc. | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 24.43 |
| Priority Products, Inc. | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | -8.44 |
| Priority Products, Inc. | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 417.72 |
| Riggs Brothers, Inc. | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 255.00 |
| Weldstar Company | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/14/2025 | 21.08 |
| Suburban Propane | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/28/2025 | 55.18 |
| Ultra Strobe Communications, Inc. | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/28/2025 | 6,569.00 |
| Ultra Strobe Communications, Inc. | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/28/2025 | 6,975.00 |
| Pomp's Tire Service, Inc. | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/28/2025 | 1,992.50 |
| Pomp's Tire Service, Inc. | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/28/2025 | 132.50 |
| Pomp's Tire Service, Inc. | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/28/2025 | 5,680.24 |
| Pomp's Tire Service, Inc. | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/28/2025 | 1,162.00 |
| Cintas Corporation | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/28/2025 | 68.36 |
| Cintas Corporation | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/28/2025 | 68.36 |
| Cintas Corporation | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/28/2025 | 68.36 |
| Mobilespike Technologies Inc | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/28/2025 | 3,163.89 |
| Pete's A Towing, Inc. | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/28/2025 | 265.00 |
| Elburn NAPA, Inc. dba North Aurora NAPA | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/28/2025 | 1,596.68 |
| Elburn NAPA, Inc. dba North Aurora NAPA | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/28/2025 | 158.61 |
| Elburn NAPA, Inc. dba North Aurora NAPA | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/28/2025 | 100.27 |
| Elburn NAPA, Inc. dba North Aurora NAPA | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/28/2025 | 617.26 |
| Elburn NAPA, Inc. dba North Aurora NAPA | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/28/2025 | 648.90 |
| Elburn NAPA, Inc. dba North Aurora NAPA | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/28/2025 | -132.00 |
| JP Morgan Chase Bank N.A. | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/28/2025 | 1,370.85 |
| JP Morgan Chase Bank N.A. | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/28/2025 | 37.99 |
| APC Stores, Inc (Bumper to Bumper) | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/28/2025 | 12.69 |
| APC Stores, Inc (Bumper to Bumper) | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/28/2025 | 356.98 |
| Battery Service Corporation | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/28/2025 | 572.85 |
| Via Carlita, LLC dba Hawk Ford St. Charles | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/28/2025 | 635.00 |
| Via Carlita, LLC dba Hawk Ford St. Charles | Repairs and Maint- Vehicles | Sheriff | General Fund | 7/28/2025 | 1,107.75 |
| Kane County Sheriff - Petty Cash | Employee Training | Sheriff | General Fund | 7/14/2025 | 634.00 |
| Kane County Sheriff - Petty Cash | Employee Training | Sheriff | General Fund | 7/14/2025 | 224.00 |
| Kane County Sheriff - Petty Cash | Employee Training | Sheriff | General Fund | 7/14/2025 | 348.00 |
| Kane County Sheriff - Petty Cash | Employee Training | Sheriff | General Fund | 7/14/2025 | 348.00 |
| North East Multi-Regional Training, Inc. | Employee Training | Sheriff | General Fund | 7/14/2025 | 450.00 |
| North East Multi-Regional Training, Inc. | Employee Training | Sheriff | General Fund | 7/28/2025 | 300.00 |
| North East Multi-Regional Training, Inc. | Employee Training | Sheriff | General Fund | 7/28/2025 | 350.00 |
| Kane County Sheriff - Petty Cash | Employee Training | Sheriff | General Fund | 7/28/2025 | 391.00 |
| JP Morgan Chase Bank N.A. | Employee Training | Sheriff | General Fund | 7/28/2025 | 2,884.99 |
| JP Morgan Chase Bank N.A. | Sheriff Reimbursable Expense | Sheriff | General Fund | 7/28/2025 | 1,795.99 |
| JP Morgan Chase Bank N.A. | Sheriff Reimbursable Expense | Sheriff | General Fund | 7/28/2025 | 36.00 |
| JP Morgan Chase Bank N.A. | Sheriff Reimbursable Expense | Sheriff | General Fund | 7/28/2025 | 55.40 |
| JP Morgan Chase Bank N.A. | Sheriff Reimbursable Expense | Sheriff | General Fund | 7/28/2025 | 175.41 |
| JP Morgan Chase Bank N.A. | Sheriff Reimbursable Expense | Sheriff | General Fund | 7/28/2025 | 1,000.15 |
| JP Morgan Chase Bank N.A. | Sheriff Reimbursable Expense | Sheriff | General Fund | 7/28/2025 | 939.11 |
| JP Morgan Chase Bank N.A. | Sheriff Reimbursable Expense | Sheriff | General Fund | 7/28/2025 | 1,757.99 |
| JP Morgan Chase Bank N.A. | Sheriff Reimbursable Expense | Sheriff | General Fund | 7/28/2025 | 610.48 |
| JP Morgan Chase Bank N.A. | Office Supplies | Sheriff | General Fund | 7/28/2025 | 56.91 |
| JP Morgan Chase Bank N.A. | Office Supplies | Sheriff | General Fund | 7/28/2025 | 191.91 |
| JP Morgan Chase Bank N.A. | Office Supplies | Sheriff | General Fund | 7/28/2025 | 134.32 |
| JP Morgan Chase Bank N.A. | Office Supplies | Sheriff | General Fund | 7/28/2025 | 155.00 |
| Flock Group, Inc. dba Flock Safety | Operating Supplies | Sheriff | General Fund | 7/14/2025 | 1,300.00 |
| Fox Valley Park District | Operating Supplies | Sheriff | General Fund | 7/14/2025 | 500.0 |
| Guardian Alliance Technologies, Inc. | Operating Supplies | Sheriff | General Fund | 7/14/2025 | 975.0 |

| VENDOR | NATURE OF CLAIM | OFFICE / DEPARTMENT | FUND | DATE PAID | AMOUNT PAID |
|---|---|---|---|---|---|
| Russell Solutions, LLC | Operating Supplies | Sheriff | General Fund | 7/14/2025 | 10,000.00 |
| JP Morgan Chase Bank N.A. | Operating Supplies | Sheriff | General Fund | 7/28/2025 | 5,592.58 |
| JP Morgan Chase Bank N.A. | Operating Supplies | Sheriff | General Fund | 7/28/2025 | 29.99 |
| JP Morgan Chase Bank N.A. | Operating Supplies | Sheriff | General Fund | 7/28/2025 | 21.65 |
| JP Morgan Chase Bank N.A. | Operating Supplies | Sheriff | General Fund | 7/28/2025 | 5.00 |
| JP Morgan Chase Bank N.A. | Operating Supplies | Sheriff | General Fund | 7/28/2025 | 450.37 |
| JP Morgan Chase Bank N.A. | Operating Supplies | Sheriff | General Fund | 7/28/2025 | 1,287.17 |
| Aerial Influence, LLC | Operating Supplies | Sheriff | General Fund | 7/28/2025 | 27,967.00 |
| ICOR Technology, Inc. | S.W.A.T. Supplies | Sheriff | General Fund | 7/14/2025 | 12,125.00 |
| Sunset Law Enforcement, LLC | S.W.A.T. Supplies | Sheriff | General Fund | 7/14/2025 | 1,987.70 |
| JP Morgan Chase Bank N.A. | Uniform Supplies | Sheriff | General Fund | 7/28/2025 | 67.22 |
| JP Morgan Chase Bank N.A. | Uniform Supplies | Sheriff | General Fund | 7/28/2025 | 11.20 |
| Ray O'Herron Co., Inc. | Uniform Supplies | Sheriff | General Fund | 7/28/2025 | 1,554.77 |
| Ray O'Herron Co., Inc. | Uniform Supplies | Sheriff | General Fund | 7/28/2025 | 1,257.06 |
| Ray O'Herron Co., Inc. | Uniform Supplies | Sheriff | General Fund | 7/28/2025 | 470.61 |
| Ray O'Herron Co., Inc. | Uniform Supplies | Sheriff | General Fund | 7/28/2025 | 793.98 |
| Streicher's, Inc. | Uniform Supplies | Sheriff | General Fund | 7/28/2025 | 1,566.00 |
| Al Warren Oil Company, Inc. | Fuel- Vehicles | Sheriff | General Fund | 7/28/2025 | 4,905.76 |
| Al Warren Oil Company, Inc. | Fuel- Vehicles | Sheriff | General Fund | 7/28/2025 | 5,419.32 |
| WEX BANK | Fuel- Vehicles | Sheriff | General Fund | 7/28/2025 | 31,218.89 |
| Occupational Health Centers of Illinois, PC | Medical/Dental/Hospital Services | Sheriff | General Fund | 7/14/2025 | 117.00 |
| Physicians Immediate Care Chicago, PLLC | Medical/Dental/Hospital Services | Sheriff | General Fund | 7/14/2025 | 2,830.00 |
| Wagner Investigative Polygraph Service | Medical/Dental/Hospital Services | Sheriff | General Fund | 7/14/2025 | 300.00 |
| Wellpath, LLC | Medical/Dental/Hospital Services | Sheriff | General Fund | 7/14/2025 | 343,766.07 |
| Lighthouse Recovery, Inc. | Medical/Dental/Hospital Services | Sheriff | General Fund | 7/28/2025 | 25,000.00 |
| Midwest Occupational Health Mgmt Svcs Inc | Medical/Dental/Hospital Services | Sheriff | General Fund | 7/28/2025 | 340.00 |
| Groot Recycling dba Accurate Document Destruction | Disposal and Water Softener Srvs | Sheriff | General Fund | 7/28/2025 | 360.00 |
| Stericycle, Inc. | Disposal and Water Softener Srvs | Sheriff | General Fund | 7/28/2025 | 423.62 |
| Kane County Sheriff - Petty Cash | Employee Training | Sheriff | General Fund | 7/14/2025 | 94.91 |
| Kane County Sheriff - Petty Cash | Employee Training | Sheriff | General Fund | 7/14/2025 | 80.00 |
| North East Multi-Regional Training, Inc. | Employee Training | Sheriff | General Fund | 7/14/2025 | 255.00 |
| Van Meter & Associates, Inc. | Employee Training | Sheriff | General Fund | 7/28/2025 | 165.00 |
| JP Morgan Chase Bank N.A. | Employee Training | Sheriff | General Fund | 7/28/2025 | 665.36 |
| JP Morgan Chase Bank N.A. | Employee Training | Sheriff | General Fund | 7/28/2025 | 2,143.35 |
| JP Morgan Chase Bank N.A. | Office Supplies | Sheriff | General Fund | 7/28/2025 | 245.98 |
| Card Quest, Inc. | Operating Supplies | Sheriff | General Fund | 7/14/2025 | 170.00 |
| Rudy Gonzalez | Operating Supplies | Sheriff | General Fund | 7/14/2025 | 4,900.00 |
| Lighthouse Recovery, Inc. | Operating Supplies | Sheriff | General Fund | 7/14/2025 | 37,500.00 |
| OnTime Telecom, Inc. dba DialMyCalls | Operating Supplies | Sheriff | General Fund | 7/14/2025 | 88.00 |
| Oxford House Regal | Operating Supplies | Sheriff | General Fund | 7/14/2025 | 1,600.00 |
| Oxford House Regal | Operating Supplies | Sheriff | General Fund | 7/14/2025 | 800.00 |
| Recovery Centers of America at St. Charles | Operating Supplies | Sheriff | General Fund | 7/14/2025 | 750.00 |
| Serenity House Counseling Services, Inc. | Operating Supplies | Sheriff | General Fund | 7/14/2025 | 340.00 |
| Serenity House Counseling Services, Inc. | Operating Supplies | Sheriff | General Fund | 7/14/2025 | 340.00 |
| TPH, LLC | Operating Supplies | Sheriff | General Fund | 7/14/2025 | 580.00 |
| Valdes LLC | Operating Supplies | Sheriff | General Fund | 7/14/2025 | 999.25 |
| Valley Lock Company, Inc. | Operating Supplies | Sheriff | General Fund | 7/14/2025 | 109.25 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Operating Supplies | Sheriff | General Fund | 7/14/2025 | 284.75 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Operating Supplies | Sheriff | General Fund | 7/14/2025 | 284.75 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Operating Supplies | Sheriff | General Fund | 7/28/2025 | 284.75 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Operating Supplies | Sheriff | General Fund | 7/28/2025 | 284.75 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Operating Supplies | Sheriff | General Fund | 7/28/2025 | 284.75 |
| Valdes LLC | Operating Supplies | Sheriff | General Fund | 7/28/2025 | 999.25 |
| Rudy Gonzalez | Operating Supplies | Sheriff | General Fund | 7/28/2025 | 4,900.00 |
| Insight Public Sector Inc | Operating Supplies | Sheriff | General Fund | 7/28/2025 | 130.86 |
| JP Morgan Chase Bank N.A. | Operating Supplies | Sheriff | General Fund | 7/28/2025 | 66.7 |
| JP Morgan Chase Bank N.A. | Operating Supplies | Sheriff | General Fund | 7/28/2025 | 1,302.6 |

| VENDOR | NATURE OF CLAIM | OFFICE / DEPARTMENT | FUND | DATE PAID | AMOUNT PAID |
|---|---|---|---|---|---|
| JP Morgan Chase Bank N.A. | Operating Supplies | Sheriff | General Fund | 7/28/2025 | 91.00 |
| Kane County Sheriff - Petty Cash | Operating Supplies | Sheriff | General Fund | 7/28/2025 | 1,806.00 |
| Cintas Corporation | Uniform Supplies | Sheriff | General Fund | 7/14/2025 | 61.58 |
| Cintas Corporation | Uniform Supplies | Sheriff | General Fund | 7/14/2025 | 61.58 |
| Ray O'Herron Co., Inc. | Uniform Supplies | Sheriff | General Fund | 7/14/2025 | 203.54 |
| Ray O'Herron Co., Inc. | Uniform Supplies | Sheriff | General Fund | 7/14/2025 | 537.60 |
| Ray O'Herron Co., Inc. | Uniform Supplies | Sheriff | General Fund | 7/14/2025 | 507.60 |
| Ray O'Herron Co., Inc. | Uniform Supplies | Sheriff | General Fund | 7/14/2025 | 237.20 |
| Ray O'Herron Co., Inc. | Uniform Supplies | Sheriff | General Fund | 7/28/2025 | 159.12 |
| Ray O'Herron Co., Inc. | Uniform Supplies | Sheriff | General Fund | 7/28/2025 | 254.55 |
| Ray O'Herron Co., Inc. | Uniform Supplies | Sheriff | General Fund | 7/28/2025 | 736.32 |
| Cintas Corporation | Uniform Supplies | Sheriff | General Fund | 7/28/2025 | 61.58 |
| Cintas Corporation | Uniform Supplies | Sheriff | General Fund | 7/28/2025 | 61.58 |
| Cintas Corporation | Uniform Supplies | Sheriff | General Fund | 7/28/2025 | 61.58 |
| Blue Park Capital Partners, LLC dba Eagle Uniform | Uniform Supplies | Sheriff | General Fund | 7/28/2025 | 2,760.00 |
| Aramark Services, Inc. | Food | Sheriff | General Fund | 7/14/2025 | 14,924.14 |
| Aramark Services, Inc. | Food | Sheriff | General Fund | 7/14/2025 | 40.68 |
| Aramark Services, Inc. | Food | Sheriff | General Fund | 7/14/2025 | 15,295.48 |
| Aramark Services, Inc. | Food | Sheriff | General Fund | 7/14/2025 | 43.38 |
| Porfirio Roman Ramirez | Food | Sheriff | General Fund | 7/14/2025 | 3,600.00 |
| County of McHenry | Food | Sheriff | General Fund | 7/14/2025 | 2,500.00 |
| DeKalb County Government | Food | Sheriff | General Fund | 7/28/2025 | 2,250.00 |
| DS Services of America, Inc. dba Primo Water NA | Food | Sheriff | General Fund | 7/28/2025 | 53.91 |
| DS Services of America, Inc. dba Primo Water NA | Food | Sheriff | General Fund | 7/28/2025 | 370.62 |
| DS Services of America, Inc. dba Primo Water NA | Food | Sheriff | General Fund | 7/28/2025 | 2.99 |
| DS Services of America, Inc. dba Primo Water NA | Food | Sheriff | General Fund | 7/28/2025 | 12.97 |
| Kane County Sheriff - Petty Cash | Food | Sheriff | General Fund | 7/28/2025 | 35.00 |
| Kane County Sheriff - Petty Cash | Food | Sheriff | General Fund | 7/28/2025 | 35.00 |
| Kane County Sheriff - Petty Cash | Food | Sheriff | General Fund | 7/28/2025 | 35.00 |
| Kane County Sheriff - Petty Cash | Food | Sheriff | General Fund | 7/28/2025 | 35.00 |
| Kane County Sheriff - Petty Cash | Food | Sheriff | General Fund | 7/28/2025 | 35.00 |
| Kane County Sheriff - Petty Cash | Food | Sheriff | General Fund | 7/28/2025 | 35.00 |
| Kane County Sheriff - Petty Cash | Food | Sheriff | General Fund | 7/28/2025 | 9.87 |
| Porfirio Roman Ramirez | Food | Sheriff | General Fund | 7/28/2025 | 3,600.00 |
| Aramark Services, Inc. | Food | Sheriff | General Fund | 7/28/2025 | 15,004.78 |
| Aramark Services, Inc. | Food | Sheriff | General Fund | 7/28/2025 | 59.94 |
| Aramark Services, Inc. | Food | Sheriff | General Fund | 7/28/2025 | 15,166.73 |
| Aramark Services, Inc. | Food | Sheriff | General Fund | 7/28/2025 | 32.04 |
| Aramark Services, Inc. | Food | Sheriff | General Fund | 7/28/2025 | 1,953.37 |
| Aramark Services, Inc. | Food | Sheriff | General Fund | 7/28/2025 | 14,985.99 |
| Aramark Services, Inc. | Food | Sheriff | General Fund | 7/28/2025 | 97.20 |
| Affordable Water, Int., Inc. | Food | Sheriff | General Fund | 7/28/2025 | 289.00 |
| Baycom, Inc. | Repairs and Maint- Comm Equip | Sheriff | General Fund | 7/28/2025 | 90.00 |
| JP Morgan Chase Bank N.A. | Employee Training | Sheriff | General Fund | 7/28/2025 | 1,284.76 |
| JP Morgan Chase Bank N.A. | Employee Training | Sheriff | General Fund | 7/28/2025 | 201.55 |
| COPS & FIRE Personnel Testing Service | Pre-Employ Drug Testing and Labs | Sheriff | General Fund | 7/28/2025 | 500.00 |
| Physicians Immediate Care Chicago, PLLC | Pre-Employment Physicals | Sheriff | General Fund | 7/14/2025 | 2,646.00 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Office Supplies | Sheriff | General Fund | 7/28/2025 | 55.36 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Office Supplies | Sheriff | General Fund | 7/28/2025 | 35.06 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Operating Supplies | Sheriff | General Fund | 7/28/2025 | 1,661.79 |
| Ray O'Herron Co., Inc. | Uniform Supplies | Sheriff | General Fund | 7/14/2025 | 884.66 |
| Ray O'Herron Co., Inc. | Uniform Supplies | Sheriff | General Fund | 7/14/2025 | 144.50 |
| Ray O'Herron Co., Inc. | Uniform Supplies | Sheriff | General Fund | 7/14/2025 | 868.52 |
| Ray O'Herron Co., Inc. | Uniform Supplies | Sheriff | General Fund | 7/14/2025 | 159.12 |
| Ray O'Herron Co., Inc. | Uniform Supplies | Sheriff | General Fund | 7/14/2025 | -134.30 |
| Ray O'Herron Co., Inc. | Uniform Supplies | Sheriff | General Fund | 7/14/2025 | 628.8 |
| Ray O'Herron Co., Inc. | Uniform Supplies | Sheriff | General Fund | 7/14/2025 | 935.8 |

| VENDOR | NATURE OF CLAIM | OFFICE / DEPARTMENT | FUND | DATE PAID | AMOUNT PAID |
|---|---|---|---|---|---|
| Ray O'Herron Co., Inc. | Uniform Supplies | Sheriff | General Fund | 7/14/2025 | 88.56 |
| Ray O'Herron Co., Inc. | Uniform Supplies | Sheriff | General Fund | 7/14/2025 | -83.97 |
| Ray O'Herron Co., Inc. | Uniform Supplies | Sheriff | General Fund | 7/28/2025 | 63.38 |
| Ray O'Herron Co., Inc. | Uniform Supplies | Sheriff | General Fund | 7/28/2025 | 5,237.27 |
| Ray O'Herron Co., Inc. | Uniform Supplies | Sheriff | General Fund | 7/28/2025 | 35.76 |
| Ray O'Herron Co., Inc. | Uniform Supplies | Sheriff | General Fund | 7/28/2025 | 66.86 |
| Ray O'Herron Co., Inc. | Uniform Supplies | Sheriff | General Fund | 7/28/2025 | 5.10 |
| J.G. Uniforms, Inc. | Uniform Supplies | Sheriff | General Fund | 7/28/2025 | 805.00 |
| JP Morgan Chase Bank N.A. | Weapons and Ammunition | Sheriff | General Fund | 7/28/2025 | 7,738.20 |
| Peter J. Burgert | Employee Mileage Expense | Merit Commission | General Fund | 7/14/2025 | 224.00 |
| Peter J. Burgert | Employee Mileage Expense | Merit Commission | General Fund | 7/14/2025 | 238.00 |
| Image-Pro Services & Supplies, Inc. | Office Supplies | Merit Commission | General Fund | 7/14/2025 | 139.58 |
| Clausen Miller P.C. | Legal Services | Court Services | General Fund | 7/14/2025 | 787.50 |
| Clausen Miller P.C. | Legal Services | Court Services | General Fund | 7/28/2025 | 5,175.00 |
| Impact Networking, LLC | Repairs and Maint- Copiers | Court Services | General Fund | 7/14/2025 | 72.74 |
| Ruth E. Gilles | Postage | Court Services | General Fund | 7/28/2025 | 10.10 |
| JP Morgan Chase Bank N.A. | Books and Subscriptions | Court Services | General Fund | 7/28/2025 | 58.50 |
| Groot Recycling dba Accurate Document Destruction | Destruction of Records Services | Court Services | General Fund | 7/28/2025 | 510.00 |
| Groot Recycling dba Accurate Document Destruction | Destruction of Records Services | Court Services | General Fund | 7/28/2025 | 227.70 |
| Redwood Toxicology Inc. | Lab Services | Court Services | General Fund | 7/14/2025 | 1,767.21 |
| Redwood Toxicology Inc. | Lab Services | Court Services | General Fund | 7/14/2025 | 1,521.72 |
| Redwood Toxicology Inc. | Lab Services | Court Services | General Fund | 7/14/2025 | 1,908.52 |
| Redwood Toxicology Inc. | Lab Services | Court Services | General Fund | 7/14/2025 | 759.38 |
| Redwood Toxicology Inc. | Lab Services | Court Services | General Fund | 7/14/2025 | 412.75 |
| Redwood Toxicology Inc. | Lab Services | Court Services | General Fund | 7/28/2025 | 42.40 |
| Redwood Toxicology Inc. | Lab Services | Court Services | General Fund | 7/28/2025 | 1,827.93 |
| Redwood Toxicology Inc. | Lab Services | Court Services | General Fund | 7/28/2025 | 3,135.67 |
| Motorola Solutions, Inc. | Repairs and Maint- Comm Equip | Court Services | General Fund | 7/28/2025 | 280.00 |
| Lagrove, LLC | Building Space Rental | Court Services | General Fund | 7/14/2025 | 2,891.92 |
| Lagrove, LLC | Building Space Rental | Court Services | General Fund | 7/28/2025 | 2,891.92 |
| SC Auto Inc DBA Midas Auto Service | Repairs and Maint- Vehicles | Court Services | General Fund | 7/14/2025 | 2,290.52 |
| Quincy Owens | Conferences and Meetings | Court Services | General Fund | 7/14/2025 | 40.00 |
| Hanna Crain | Employee Training | Court Services | General Fund | 7/28/2025 | 143.50 |
| JP Morgan Chase Bank N.A. | Employee Training | Court Services | General Fund | 7/28/2025 | 1,149.12 |
| Jasmin Klimpke | Employee Training | Court Services | General Fund | 7/28/2025 | 143.50 |
| DS Services of America, Inc. dba Primo Water NA | Miscellaneous Contractual Exp | Court Services | General Fund | 7/28/2025 | 37.92 |
| DS Services of America, Inc. dba Primo Water NA | Miscellaneous Contractual Exp | Court Services | General Fund | 7/28/2025 | 174.65 |
| Brian Howes | Office Supplies | Court Services | General Fund | 7/14/2025 | 76.13 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Office Supplies | Court Services | General Fund | 7/28/2025 | 190.06 |
| JP Morgan Chase Bank N.A. | Operating Supplies | Court Services | General Fund | 7/28/2025 | 293.34 |
| McKesson Medical Surgical | Operating Supplies | Court Services | General Fund | 7/28/2025 | 234.27 |
| JP Morgan Chase Bank N.A. | Books and Subscriptions | Court Services | General Fund | 7/28/2025 | 58.50 |
| Insight Public Sector Inc | Equipment < $1000 | Court Services | General Fund | 7/28/2025 | 556.00 |
| WEX BANK | Fuel- Vehicles | Court Services | General Fund | 7/14/2025 | 604.74 |
| Family Counseling Services of Aurora | Psychological/Psychiatric Srvs | Court Services | General Fund | 7/28/2025 | 4,166.00 |
| Redwood Toxicology Inc. | Lab Services | Court Services | General Fund | 7/14/2025 | 1,002.80 |
| JP Morgan Chase Bank N.A. | Books and Subscriptions | Court Services | General Fund | 7/28/2025 | 58.50 |
| Groot Recycling dba Accurate Document Destruction | Destruction of Records Services | Court Services | General Fund | 7/28/2025 | 120.00 |
| Redwood Toxicology Inc. | Lab Services | Court Services | General Fund | 7/28/2025 | 1,711.99 |
| Redwood Toxicology Inc. | Lab Services | Court Services | General Fund | 7/28/2025 | 1,591.61 |
| Waste Management of Illinois - West | Repairs and Maint- Buildings | Court Services | General Fund | 7/28/2025 | 211.97 |
| Toshiba America Business Solutions, Inc | Repairs and Maint- Copiers | Court Services | General Fund | 7/28/2025 | 8.99 |
| Lagrove, LLC | Building Space Rental | Court Services | General Fund | 7/14/2025 | 2,891.91 |
| Lagrove, LLC | Building Space Rental | Court Services | General Fund | 7/28/2025 | 2,891.91 |
| SC Auto Inc DBA Midas Auto Service | Repairs and Maint- Vehicles | Court Services | General Fund | 7/14/2025 | 54.99 |
| SC Auto Inc DBA Midas Auto Service | Repairs and Maint- Vehicles | Court Services | General Fund | 7/28/2025 | 1,129.9[illegible] |
| SC Auto Inc DBA Midas Auto Service | Repairs and Maint- Vehicles | Court Services | General Fund | 7/28/2025 | 76.2[illegible] |

| VENDOR | NATURE OF CLAIM | OFFICE / DEPARTMENT | FUND | DATE PAID | AMOUNT PAID |
|---|---|---|---|---|---|
| JP Morgan Chase Bank N.A. | Conferences and Meetings | Court Services | General Fund | 7/28/2025 | 175.00 |
| Aniya M. Zinnerman | Employee Training | Court Services | General Fund | 7/14/2025 | 119.31 |
| Amairani Zamudio | Employee Training | Court Services | General Fund | 7/28/2025 | 143.50 |
| DS Services of America, Inc. dba Primo Water NA | Miscellaneous Contractual Exp | Court Services | General Fund | 7/28/2025 | 52.89 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Office Supplies | Court Services | General Fund | 7/14/2025 | 40.17 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Office Supplies | Court Services | General Fund | 7/28/2025 | 176.85 |
| CDW Government LLC | Operating Supplies | Court Services | General Fund | 7/28/2025 | 346.99 |
| JP Morgan Chase Bank N.A. | Books and Subscriptions | Court Services | General Fund | 7/28/2025 | 58.50 |
| WEX BANK | Fuel- Vehicles | Court Services | General Fund | 7/14/2025 | 106.34 |
| One Hope United | Juvenile Board and Care | Court Services | General Fund | 7/14/2025 | 19,105.26 |
| One Hope United | Juvenile Board and Care | Court Services | General Fund | 7/28/2025 | 19,105.26 |
| Family Counseling Services of Aurora | Psychological/Psychiatric Srvs | Court Services | General Fund | 7/28/2025 | 3,466.66 |
| Family Counseling Services of Aurora | Psychological/Psychiatric Srvs | Court Services | General Fund | 7/28/2025 | 825.00 |
| Advanced Correctional Healthcare, Inc. | Medical/Dental/Hospital Services | Court Services | General Fund | 7/28/2025 | 38,951.74 |
| Advanced Correctional Healthcare, Inc. | Medical/Dental/Hospital Services | Court Services | General Fund | 7/28/2025 | -599.85 |
| Symphony Diagnostic Svcs No. 1 dba MobilexUSA | Medical/Dental/Hospital Services | Court Services | General Fund | 7/28/2025 | 185.00 |
| Bob Barker Company Inc | Juvenile Board and Care | Court Services | General Fund | 7/14/2025 | 424.29 |
| JP Morgan Chase Bank N.A. | Juvenile Board and Care | Court Services | General Fund | 7/28/2025 | 37.98 |
| Garcia Clinical Laboratory, Inc. | Lab Services | Court Services | General Fund | 7/28/2025 | 211.00 |
| Toshiba Business Solutions, Inc. | Repairs and Maint- Copiers | Court Services | General Fund | 7/14/2025 | 22.05 |
| Convergint Technologies LLC | Repairs and Maint- Comm Equip | Court Services | General Fund | 7/14/2025 | 835.74 |
| Convergint Technologies LLC | Repairs and Maint- Comm Equip | Court Services | General Fund | 7/14/2025 | 1,437.61 |
| Convergint Technologies LLC | Repairs and Maint- Comm Equip | Court Services | General Fund | 7/14/2025 | 1,135.65 |
| Convergint Technologies LLC | Repairs and Maint- Comm Equip | Court Services | General Fund | 7/14/2025 | 1,326.08 |
| Convergint Technologies LLC | Repairs and Maint- Comm Equip | Court Services | General Fund | 7/14/2025 | 472.70 |
| Convergint Technologies LLC | Repairs and Maint- Comm Equip | Court Services | General Fund | 7/14/2025 | 795.40 |
| Duke & Lee's Johnsons Garage and Towing, Inc. | Repairs and Maint- Vehicles | Court Services | General Fund | 7/28/2025 | 98.76 |
| Duke & Lee's Johnsons Garage and Towing, Inc. | Repairs and Maint- Vehicles | Court Services | General Fund | 7/28/2025 | 98.76 |
| Duke & Lee's Johnsons Garage and Towing, Inc. | Repairs and Maint- Vehicles | Court Services | General Fund | 7/28/2025 | 187.56 |
| Toshiba Business Solutions, Inc. | Repairs and Maint- Office Equip | Court Services | General Fund | 7/14/2025 | 0.00 |
| Illinois Probation & Court Services Association | Conferences and Meetings | Court Services | General Fund | 7/28/2025 | 350.00 |
| Illinois Probation & Court Services Association | Conferences and Meetings | Court Services | General Fund | 7/28/2025 | 350.00 |
| Illinois Probation & Court Services Association | Conferences and Meetings | Court Services | General Fund | 7/28/2025 | 350.00 |
| JP Morgan Chase Bank N.A. | Conferences and Meetings | Court Services | General Fund | 7/28/2025 | 725.23 |
| JKM Training, Inc. | Employee Training | Court Services | General Fund | 7/28/2025 | 2,245.00 |
| DS Services of America, Inc. dba Primo Water NA | Miscellaneous Contractual Exp | Court Services | General Fund | 7/28/2025 | 351.28 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Office Supplies | Court Services | General Fund | 7/14/2025 | 210.51 |
| Bob Barker Company Inc | Operating Supplies | Court Services | General Fund | 7/14/2025 | 750.00 |
| Bob Barker Company Inc | Operating Supplies | Court Services | General Fund | 7/14/2025 | 908.00 |
| Sysco Food Services Chicago | Operating Supplies | Court Services | General Fund | 7/14/2025 | 251.94 |
| Sysco Food Services Chicago | Operating Supplies | Court Services | General Fund | 7/14/2025 | 348.51 |
| Sysco Food Services Chicago | Operating Supplies | Court Services | General Fund | 7/28/2025 | 81.11 |
| Bob Barker Company Inc | Operating Supplies | Court Services | General Fund | 7/28/2025 | 181.60 |
| JP Morgan Chase Bank N.A. | Operating Supplies | Court Services | General Fund | 7/28/2025 | 111.98 |
| JP Morgan Chase Bank N.A. | Operating Supplies | Court Services | General Fund | 7/28/2025 | 33.38 |
| Synchrony Bank (Sam's Club Direct/Lowes) | Operating Supplies | Court Services | General Fund | 7/28/2025 | 23.79 |
| JP Morgan Chase Bank N.A. | Books and Subscriptions | Court Services | General Fund | 7/28/2025 | 58.50 |
| Aramark Services, Inc. | Food | Court Services | General Fund | 7/14/2025 | 1,738.80 |
| Aramark Services, Inc. | Food | Court Services | General Fund | 7/14/2025 | 1,600.20 |
| Sysco Food Services Chicago | Food | Court Services | General Fund | 7/14/2025 | 392.83 |
| Sysco Food Services Chicago | Food | Court Services | General Fund | 7/14/2025 | 1,241.32 |
| Sysco Food Services Chicago | Food | Court Services | General Fund | 7/28/2025 | 101.69 |
| Sysco Food Services Chicago | Food | Court Services | General Fund | 7/28/2025 | 2,125.21 |
| Sysco Food Services Chicago | Food | Court Services | General Fund | 7/28/2025 | 932.30 |
| Aramark Services, Inc. | Food | Court Services | General Fund | 7/28/2025 | 1,461.60 |
| Aramark Services, Inc. | Food | Court Services | General Fund | 7/28/2025 | 1,493.1[illegible] |
| Aramark Services, Inc. | National School Lunch Program | Court Services | General Fund | 7/14/2025 | 466.2[illegible] |

| VENDOR | NATURE OF CLAIM | OFFICE / DEPARTMENT | FUND | DATE PAID | AMOUNT PAID |
|---|---|---|---|---|---|
| Aramark Services, Inc. | National School Lunch Program | Court Services | General Fund | 7/14/2025 | 604.80 |
| Aramark Services, Inc. | National School Lunch Program | Court Services | General Fund | 7/28/2025 | 743.40 |
| Aramark Services, Inc. | National School Lunch Program | Court Services | General Fund | 7/28/2025 | 711.90 |
| Green Tree Pharmacy, Inc. | Medical Supplies and Drugs | Court Services | General Fund | 7/28/2025 | 819.21 |
| Green Tree Pharmacy, Inc. | Medical Supplies and Drugs | Court Services | General Fund | 7/28/2025 | 512.47 |
| JP Morgan Chase Bank N.A. | Subscription Databases | Court Services | General Fund | 7/28/2025 | 24.99 |
| WEX BANK | Fuel- Vehicles | Court Services | General Fund | 7/14/2025 | 63.75 |
| JP Morgan Chase Bank N.A. | Books and Subscriptions | Court Services | General Fund | 7/28/2025 | 34.47 |
| Interprenet, LTD | Contractual/Consulting Services | Court Services | General Fund | 7/14/2025 | 425.00 |
| Ashley VanOpstall | Conferences and Meetings | Court Services | General Fund | 7/14/2025 | 640.00 |
| Elisa M. Lancaster | Conferences and Meetings | Court Services | General Fund | 7/28/2025 | 45.00 |
| Elisa M. Lancaster | Conferences and Meetings | Court Services | General Fund | 7/28/2025 | 55.00 |
| JP Morgan Chase Bank N.A. | Employee Training | Court Services | General Fund | 7/28/2025 | 350.00 |
| Ashley VanOpstall | General Association Dues | Court Services | General Fund | 7/28/2025 | 150.00 |
| JP Morgan Chase Bank N.A. | Books and Subscriptions | Court Services | General Fund | 7/28/2025 | 211.86 |
| JP Morgan Chase Bank N.A. | Books and Subscriptions | Court Services | General Fund | 7/28/2025 | 58.50 |
| Pearson Assessments (NCS Pearson Inc.) | Testing Materials | Court Services | General Fund | 7/14/2025 | 183.75 |
| Pearson Assessments (NCS Pearson Inc.) | Testing Materials | Court Services | General Fund | 7/14/2025 | 573.96 |
| Psychological Assessment Resources Inc (PAR, Inc.) | Testing Materials | Court Services | General Fund | 7/14/2025 | 643.28 |
| Psychological Assessment Resources Inc (PAR, Inc.) | Testing Materials | Court Services | General Fund | 7/28/2025 | 668.74 |
| Manson Western, LLC dba Western Psychological Svcs | Testing Materials | Court Services | General Fund | 7/28/2025 | 343.20 |
| JP Morgan Chase Bank N.A. | Miscellaneous Supplies | Court Services | General Fund | 7/28/2025 | 194.87 |
| JP Morgan Chase Bank N.A. | Conferences and Meetings | Court Services | General Fund | 7/28/2025 | 167.34 |
| JP Morgan Chase Bank N.A. | Books and Subscriptions | Court Services | General Fund | 7/28/2025 | 58.50 |
| JP Morgan Chase Bank N.A. | Incentives | Court Services | General Fund | 7/28/2025 | 80.00 |
| Mitra B. Kalelkar | Autopsies/Consulting | Coroner | General Fund | 7/14/2025 | 17,000.00 |
| Tissue Techniques Pathology Labs LLC | Toxicology Expense | Coroner | General Fund | 7/14/2025 | 296.00 |
| NMS Labs | Toxicology Expense | Coroner | General Fund | 7/28/2025 | 8,816.00 |
| JP Morgan Chase Bank N.A. | Repairs and Maint- Vehicles | Coroner | General Fund | 7/28/2025 | 251.88 |
| International Association of Coroners & Medical Ex | General Association Dues | Coroner | General Fund | 7/14/2025 | 1,200.00 |
| JP Morgan Chase Bank N.A. | Books and Subscriptions | Coroner | General Fund | 7/28/2025 | 75.00 |
| JP Morgan Chase Bank N.A. | Books and Subscriptions | Coroner | General Fund | 7/28/2025 | 40.00 |
| WEX BANK | Fuel- Vehicles | Coroner | General Fund | 7/14/2025 | 865.99 |
| Radi-link, Inc. | Repairs and Maint- Comm Equip | Emergency Management Services | General Fund | 7/28/2025 | 244.00 |
| The Terramar Group, Inc. dba Fleet Safety Supply | Repairs and Maint- Equipment | Emergency Management Services | General Fund | 7/28/2025 | 119.02 |
| Colin's Fleet Solution, LLC | Repairs and Maint- Vehicles | Emergency Management Services | General Fund | 7/14/2025 | 3,050.00 |
| Colin's Fleet Solution, LLC | Repairs and Maint- Vehicles | Emergency Management Services | General Fund | 7/14/2025 | 3,050.00 |
| Menards, Inc. | Repairs and Maint- Vehicles | Emergency Management Services | General Fund | 7/14/2025 | 13.43 |
| Strypes Plus More, Inc. | Repairs and Maint- Vehicles | Emergency Management Services | General Fund | 7/14/2025 | 680.00 |
| Motorola Solutions, Inc. | Miscellaneous Contractual Exp | Emergency Management Services | General Fund | 7/28/2025 | 120.00 |
| Toshiba America Business Solutions, Inc | Miscellaneous Contractual Exp | Emergency Management Services | General Fund | 7/28/2025 | 320.05 |
| JP Morgan Chase Bank N.A. | Office Supplies | Emergency Management Services | General Fund | 7/28/2025 | 24.91 |
| Havlicek Geneva Ace Hardware, LLC | Operating Supplies | Emergency Management Services | General Fund | 7/14/2025 | 14.38 |
| JP Morgan Chase Bank N.A. | Operating Supplies | Emergency Management Services | General Fund | 7/28/2025 | -490.60 |
| JP Morgan Chase Bank N.A. | Operating Supplies | Emergency Management Services | General Fund | 7/28/2025 | 92.50 |
| The Terramar Group, Inc. dba Fleet Safety Supply | Operating Supplies | Emergency Management Services | General Fund | 7/28/2025 | 16.13 |
| WEX BANK | Fuel- Vehicles | Emergency Management Services | General Fund | 7/14/2025 | 178.98 |
| JP Morgan Chase Bank N.A. | Repairs and Maint- Vehicles | Environmental Management | General Fund | 7/28/2025 | 10.00 |
| JP Morgan Chase Bank N.A. | Employee Training | Environmental Management | General Fund | 7/28/2025 | 214.92 |
| JP Morgan Chase Bank N.A. | Office Supplies | Environmental Management | General Fund | 7/28/2025 | 22.79 |
| WEX BANK | Fuel- Vehicles | Environmental Management | General Fund | 7/14/2025 | 31.17 |
| MJC Contracting, Inc | Building and Inspection Permits | Development | General Fund | 7/14/2025 | 150.00 |
| Bryan & Christine Rapala | Building and Inspection Permits | Development | General Fund | 7/28/2025 | 4,770.00 |
| Planet Depos, LLC | Contractual/Consulting Services | Development | General Fund | 7/28/2025 | 1,173.35 |
| Impact Networking, LLC | Repairs and Maint- Copiers | Development | General Fund | 7/28/2025 | 76.76 |
| Planet Depos, LLC | Conferences and Meetings | Development | General Fund | 7/28/2025 | 840.9 |
| David F. Schultz | Employee Mileage Expense | Development | General Fund | 7/28/2025 | 25.9 |

| VENDOR | NATURE OF CLAIM | OFFICE / DEPARTMENT | FUND | DATE PAID | AMOUNT PAID |
|---|---|---|---|---|---|
| Fox River Ecosystem Partnership, Inc | General Association Dues | Development | General Fund | 7/28/2025 | 100.00 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Office Supplies | Development | General Fund | 7/28/2025 | 94.31 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Office Supplies | Development | General Fund | 7/28/2025 | 15.38 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Office Supplies | Development | General Fund | 7/28/2025 | 6.43 |
| DS Services of America, Inc. dba Primo Water NA | Operating Supplies | Development | General Fund | 7/28/2025 | 22.95 |
| JP Morgan Chase Bank N.A. | Operating Supplies | Development | General Fund | 7/28/2025 | 78.99 |
| Camic Johnson, LTD | Contractual/Consulting Services | Development | General Fund | 7/28/2025 | 400.00 |
| LRD Systems & Forms | Self-Mailer | Other- Countywide Expenses | General Fund | 7/14/2025 | 180.00 |
| LRD Systems & Forms | Self-Mailer | Other- Countywide Expenses | General Fund | 7/14/2025 | 180.00 |
| FedEx | Postage | Other- Countywide Expenses | General Fund | 7/28/2025 | 498.53 |
| FedEx | Postage | Other- Countywide Expenses | General Fund | 7/28/2025 | 330.59 |
| FedEx | Postage | Other- Countywide Expenses | General Fund | 7/28/2025 | 82.53 |
| FedEx | Postage | Other- Countywide Expenses | General Fund | 7/28/2025 | 212.41 |
| FedEx | Postage | Other- Countywide Expenses | General Fund | 7/28/2025 | 15.75 |
| The Pitney Bowes Bank Inc dba The Pitney Bowes Res | Postage | Other- Countywide Expenses | General Fund | 7/28/2025 | 100,000.00 |
| DocuSign, Inc. | Software Licensing Cost | Other- Countywide Expenses | General Fund | 7/14/2025 | 97,287.44 |
| Hodges-Mace LLC | Software Licensing Cost | Other- Countywide Expenses | General Fund | 7/28/2025 | 8,672.16 |
| JP Morgan Chase Bank N.A. | Software Licensing Cost | Other- Countywide Expenses | General Fund | 7/28/2025 | 40.00 |
| JP Morgan Chase Bank N.A. | Software Licensing Cost | Other- Countywide Expenses | General Fund | 7/28/2025 | 620.00 |
| Insight Public Sector Inc | Miscellaneous Contractual Exp | Other- Countywide Expenses | General Fund | 7/14/2025 | 27,524.80 |
| PTS Communications, Inc. | Telephone | Other- Countywide Expenses | General Fund | 7/14/2025 | 100.00 |
| AT&T dba AT&T Enterprises, LLC | Telephone | Other- Countywide Expenses | General Fund | 7/28/2025 | 138.59 |
| AT&T dba AT&T Enterprises, LLC | Telephone | Other- Countywide Expenses | General Fund | 7/28/2025 | 1,291.54 |
| AT&T dba AT&T Enterprises, LLC | Telephone | Other- Countywide Expenses | General Fund | 7/28/2025 | 3,298.47 |
| AT&T dba AT&T Enterprises, LLC | Telephone | Other- Countywide Expenses | General Fund | 7/28/2025 | 4,914.97 |
| AT&T dba AT&T Enterprises, LLC | Telephone | Other- Countywide Expenses | General Fund | 7/28/2025 | 407.61 |
| AT&T dba AT&T Enterprises, LLC | Telephone | Other- Countywide Expenses | General Fund | 7/28/2025 | 329.02 |
| JP Morgan Chase Bank N.A. | Telephone | Other- Countywide Expenses | General Fund | 7/28/2025 | 180.05 |
| Verizon Wireless | Cellular Phone | Other- Countywide Expenses | General Fund | 7/14/2025 | 36,526.36 |
| AT&T Mobility | Cellular Phone | Other- Countywide Expenses | General Fund | 7/28/2025 | 64.50 |
| AT&T Mobility | Cellular Phone | Other- Countywide Expenses | General Fund | 7/28/2025 | 96.24 |
| JP Morgan Chase Bank N.A. | Cellular Phone | Other- Countywide Expenses | General Fund | 7/28/2025 | 78.00 |
| Spok, Inc. | Cellular Phone | Other- Countywide Expenses | General Fund | 7/28/2025 | 12.65 |
| Carahsoft Technology Corporation | Internet | Other- Countywide Expenses | General Fund | 7/14/2025 | 14,218.68 |
| Thomas Cunningham | Internet | Other- Countywide Expenses | General Fund | 7/14/2025 | 129.90 |
| Andrew Dohr | Internet | Other- Countywide Expenses | General Fund | 7/14/2025 | 89.95 |
| Darin P. Earl | Internet | Other- Countywide Expenses | General Fund | 7/14/2025 | 119.99 |
| Gary Erickson | Internet | Other- Countywide Expenses | General Fund | 7/14/2025 | 89.99 |
| Benjamin J. Fox | Internet | Other- Countywide Expenses | General Fund | 7/14/2025 | 70.99 |
| Christopher R. Hemesath | Internet | Other- Countywide Expenses | General Fund | 7/14/2025 | 89.95 |
| Corey Malis | Internet | Other- Countywide Expenses | General Fund | 7/14/2025 | 109.00 |
| Scott Novack | Internet | Other- Countywide Expenses | General Fund | 7/14/2025 | 95.96 |
| Blair Peters | Internet | Other- Countywide Expenses | General Fund | 7/14/2025 | 85.00 |
| John Zakosek | Internet | Other- Countywide Expenses | General Fund | 7/14/2025 | 95.00 |
| Brooke Roff | Internet | Other- Countywide Expenses | General Fund | 7/28/2025 | 95.00 |
| Corey Malis | Internet | Other- Countywide Expenses | General Fund | 7/28/2025 | 109.00 |
| JP Morgan Chase Bank N.A. | Internet | Other- Countywide Expenses | General Fund | 7/28/2025 | 127.00 |
| JP Morgan Chase Bank N.A. | Internet | Other- Countywide Expenses | General Fund | 7/28/2025 | 146.08 |
| JP Morgan Chase Bank N.A. | Internet | Other- Countywide Expenses | General Fund | 7/28/2025 | 4,850.53 |
| Gary Erickson | Internet | Other- Countywide Expenses | General Fund | 7/28/2025 | 99.99 |
| Robert Enright | Internet | Other- Countywide Expenses | General Fund | 7/28/2025 | 35.00 |
| Stephen Dolewski | Internet | Other- Countywide Expenses | General Fund | 7/28/2025 | 38.69 |
| JP Morgan Chase Bank N.A. | Miscellaneous Supplies | Other- Countywide Expenses | General Fund | 7/28/2025 | 5,328.48 |
| Fox Valley Glass, Inc. | Liability Insurance | Human Resource Management | Insurance Liability | 7/14/2025 | 471.27 |
| H&H Electric Co. | Liability Insurance | Human Resource Management | Insurance Liability | 7/14/2025 | 2,648.87 |
| H&H Electric Co. | Liability Insurance | Human Resource Management | Insurance Liability | 7/14/2025 | 3,767.8 |
| H&H Electric Co. | Liability Insurance | Human Resource Management | Insurance Liability | 7/14/2025 | 4,385.1 |

| VENDOR | NATURE OF CLAIM | OFFICE / DEPARTMENT | FUND | DATE PAID | AMOUNT PAID |
|---|---|---|---|---|---|
| H&H Electric Co. | Liability Insurance | Human Resource Management | Insurance Liability | 7/14/2025 | 10,260.85 |
| Physicians Immediate Care Chicago, PLLC | Liability Insurance | Human Resource Management | Insurance Liability | 7/14/2025 | 378.00 |
| West Bend Mutual Insurance Company | Liability Insurance | Human Resource Management | Insurance Liability | 7/14/2025 | 20.00 |
| West Bend Mutual Insurance Company | Liability Insurance | Human Resource Management | Insurance Liability | 7/14/2025 | 20.00 |
| West Bend Mutual Insurance Company | Liability Insurance | Human Resource Management | Insurance Liability | 7/28/2025 | 20.00 |
| State Street Collision, Inc. | Liability Insurance | Human Resource Management | Insurance Liability | 7/28/2025 | 6,757.05 |
| State Street Collision, Inc. | Liability Insurance | Human Resource Management | Insurance Liability | 7/28/2025 | 1,190.80 |
| CCMSI | Liability Insurance | Human Resource Management | Insurance Liability | 7/28/2025 | 9,733.30 |
| Comcast Cable Communications Management, LLC | Liability Insurance | Human Resource Management | Insurance Liability | 7/28/2025 | 210,243.73 |
| Matthew J. Goncher | Workers Compensation | Human Resource Management | Insurance Liability | 7/14/2025 | 978.10 |
| CCMSI | Workers Compensation | Human Resource Management | Insurance Liability | 7/28/2025 | 80,809.40 |
| Laner Muchin, LTD | Legal Services | State's Attorney | Insurance Liability | 7/14/2025 | 14,214.30 |
| The Sotos Law Firm, P.C | Legal Services | State's Attorney | Insurance Liability | 7/28/2025 | 645.00 |
| Edgar K. Collison Law Offices, Ltd. | Legal Services | State's Attorney | Insurance Liability | 7/28/2025 | 4,000.00 |
| Franco & Moroney LLC dba Franco Moroney Buenik LLC | Legal Services | State's Attorney | Insurance Liability | 7/28/2025 | 2,005.40 |
| James G. Guagliardo | Legal Services | State's Attorney | Insurance Liability | 7/28/2025 | 190.00 |
| Hervas Condon & Bersani, PC | Legal Services | State's Attorney | Insurance Liability | 7/28/2025 | 2,971.00 |
| Hervas Condon & Bersani, PC | Legal Services | State's Attorney | Insurance Liability | 7/28/2025 | 967.50 |
| Shaw Suburban Media dba Shaw Media | Legal Trial Notices | State's Attorney | Insurance Liability | 7/14/2025 | 125.01 |
| Chronicle Media, LLC | Legal Trial Notices | State's Attorney | Insurance Liability | 7/14/2025 | 90.00 |
| Chronicle Media, LLC | Legal Trial Notices | State's Attorney | Insurance Liability | 7/14/2025 | 60.00 |
| Chronicle Media, LLC | Legal Trial Notices | State's Attorney | Insurance Liability | 7/28/2025 | 90.00 |
| [redacted] | | State's Attorney | Insurance Liability | 7/14/2025 | 3,622.00 |
| Planet Depos, LLC | Court Reporter Costs | State's Attorney | Insurance Liability | 7/14/2025 | 350.00 |
| Impact Networking, LLC | Repairs and Maint- Copiers | State's Attorney | Insurance Liability | 7/28/2025 | 371.00 |
| Toshiba America Business Solutions, Inc | Repairs and Maint- Copiers | State's Attorney | Insurance Liability | 7/28/2025 | 17.60 |
| Toshiba America Business Solutions, Inc | Repairs and Maint- Copiers | State's Attorney | Insurance Liability | 7/28/2025 | 49.91 |
| JP Morgan Chase Bank N.A. | Employee Training | State's Attorney | Insurance Liability | 7/28/2025 | 96.44 |
| Kane County Bar Association | General Association Dues | State's Attorney | Insurance Liability | 7/14/2025 | 1,635.00 |
| Illinois State Bar Association | General Association Dues | State's Attorney | Insurance Liability | 7/28/2025 | 4,790.00 |
| National Business Furniture, LLC | Office Supplies | State's Attorney | Insurance Liability | 7/14/2025 | 322.92 |
| DS Services of America, Inc. dba Primo Water NA | Office Supplies | State's Attorney | Insurance Liability | 7/28/2025 | 166.06 |
| JP Morgan Chase Bank N.A. | Computer Software- Non Capital | State's Attorney | Insurance Liability | 7/28/2025 | 1,674.28 |
| JP Morgan Chase Bank N.A. | Computer Software- Non Capital | State's Attorney | Insurance Liability | 7/28/2025 | 330.00 |
| Kurt D. Lebo | Employee Mileage Expense | Information Technologies | Geographic Information Systems | 7/28/2025 | 11.76 |
| DS Services of America, Inc. dba Primo Water NA | Office Supplies | Information Technologies | Geographic Information Systems | 7/28/2025 | 17.96 |
| JP Morgan Chase Bank N.A. | Books and Subscriptions | Information Technologies | Geographic Information Systems | 7/28/2025 | 129.00 |
| Louis J Dries | Payroll Taxes Receivable | | FICA/Social Security | 7/28/2025 | 19.13 |
| Cynthia Emerson | Payroll Taxes Receivable | | FICA/Social Security | 7/28/2025 | 8.61 |
| Julie-Ann Fuchs | Payroll Taxes Receivable | | FICA/Social Security | 7/28/2025 | 505.54 |
| Joseph Haimann | Payroll Taxes Receivable | | FICA/Social Security | 7/28/2025 | 19.13 |
| Judith D Hickernell | Payroll Taxes Receivable | | FICA/Social Security | 7/28/2025 | 36.34 |
| James J Jones | Payroll Taxes Receivable | | FICA/Social Security | 7/28/2025 | 18.64 |
| Catherine M Klink | Payroll Taxes Receivable | | FICA/Social Security | 7/28/2025 | 4.28 |
| Janis Kwasniewski | Payroll Taxes Receivable | | FICA/Social Security | 7/28/2025 | 4.28 |
| Faye E Licari | Payroll Taxes Receivable | | FICA/Social Security | 7/28/2025 | 244.10 |
| Daniel R McArthur | Payroll Taxes Receivable | | FICA/Social Security | 7/28/2025 | 10.91 |
| Henry F Theodore | Payroll Taxes Receivable | | FICA/Social Security | 7/28/2025 | 17.21 |
| Barry S. Thomas | Payroll Taxes Receivable | | FICA/Social Security | 7/28/2025 | 11.48 |
| Stephanie T Galley | Tuition Reimbursement | County Board | Grand Victoria Casino Elgin | 7/14/2025 | 1,008.00 |
| Northern Illinois Food Bank | External Grants | County Board | Grand Victoria Casino Elgin | 7/14/2025 | 44,900.00 |
| Rebuilding Together Aurora, Inc. | External Grants | County Board | Grand Victoria Casino Elgin | 7/14/2025 | 2,889.62 |
| Fox Valley United Way | External Grants | County Board | Grand Victoria Casino Elgin | 7/14/2025 | 30,985.00 |
| Geneva Historical Society (Geneva History Museum) | External Grants | County Board | Grand Victoria Casino Elgin | 7/14/2025 | 3,280.00 |
| Big Rock Plowing Match Association | External Grants | County Board | Grand Victoria Casino Elgin | 7/14/2025 | 19,000.00 |
| Food for Greater Elgin, Inc. | External Grants | County Board | Grand Victoria Casino Elgin | 7/14/2025 | 10,638.4 |
| Fox Valley Older Adult Services | External Grants | County Board | Grand Victoria Casino Elgin | 7/28/2025 | 1,802.5 |

| VENDOR | NATURE OF CLAIM | OFFICE / DEPARTMENT | FUND | DATE PAID | AMOUNT PAID |
|---|---|---|---|---|---|
| Literacy Volunteers Fox Valley | External Grants | County Board | Grand Victoria Casino Elgin | 7/28/2025 | 12,000.00 |
| The Literacy Connection | External Grants | County Board | Grand Victoria Casino Elgin | 7/28/2025 | 25,000.00 |
| Metronet Systems Holdings, LLC dba Metro Fibernet | Contractual/Consulting Services | Other- Countywide Expenses | Public Safety Sales Tax | 7/14/2025 | 700.00 |
| Metronet Systems Holdings, LLC dba Metro Fibernet | Contractual/Consulting Services | Other- Countywide Expenses | Public Safety Sales Tax | 7/28/2025 | 700.00 |
| Defin.Net Solutions, Inc. | Contractual/Consulting Services | Other- Countywide Expenses | Public Safety Sales Tax | 7/28/2025 | 12,500.00 |
| Tyler Technologies, Inc. (New World) | Software Licensing Cost | Other- Countywide Expenses | Public Safety Sales Tax | 7/14/2025 | 22,272.14 |
| Tyler Technologies, Inc. (New World) | Software Licensing Cost | Other- Countywide Expenses | Public Safety Sales Tax | 7/14/2025 | 17,670.64 |
| NAT Tech, Inc. dba National Technologies NTI | Communications Equipment | Other- Countywide Expenses | Public Safety Sales Tax | 7/14/2025 | 3,909.00 |
| USIC Locating Services LLC | Communications Equipment | Other- Countywide Expenses | Public Safety Sales Tax | 7/28/2025 | 1,288.45 |
| Defin.Net Solutions, Inc. | Contractual/Consulting Services | Other- Countywide Expenses | Judicial Technology Sales Tax | 7/28/2025 | 12,500.00 |
| JP Morgan Chase Bank N.A. | Contractual/Consulting Services | Other- Countywide Expenses | Judicial Technology Sales Tax | 7/28/2025 | 208.33 |
| KOM Software, Inc. | Software Licensing Cost | Other- Countywide Expenses | Judicial Technology Sales Tax | 7/28/2025 | 3,500.00 |
| Strypes Plus More, Inc. | Automotive Equipment | Sheriff | Sheriff's Vehicle & Equipment | 7/14/2025 | 475.00 |
| TruckVault, Inc. | Automotive Equipment | Sheriff | Sheriff's Vehicle & Equipment | 7/14/2025 | 8,172.50 |
| Carahsoft Technology Corporation | Automotive Equipment | Sheriff | Sheriff's Vehicle & Equipment | 7/28/2025 | 8,800.00 |
| Chicago Parts and Sound, LLC | Automotive Equipment | Sheriff | Sheriff's Vehicle & Equipment | 7/28/2025 | 1,495.00 |
| JP Morgan Chase Bank N.A. | Automotive Equipment | Sheriff | Sheriff's Vehicle & Equipment | 7/28/2025 | 899.90 |
| Stock Enterprises, LLC | Automotive Equipment | Sheriff | Sheriff's Vehicle & Equipment | 7/28/2025 | 2,014.30 |
| Gordon Flesch Company, Inc. | Repairs and Maint- Copiers | Recorder | Recorder's Automation | 7/28/2025 | 3.37 |
| Gordon Flesch Company, Inc. | Repairs and Maint- Copiers | Recorder | Recorder's Automation | 7/28/2025 | 5.94 |
| HOV Services, Inc. dba Exela Technologies Company | Operating Supplies | Recorder | Recorder's Automation | 7/14/2025 | 388.42 |
| HOV Services, Inc. dba Exela Technologies Company | Operating Supplies | Recorder | Recorder's Automation | 7/28/2025 | 388.42 |
| Kane County Bar Foundation, Inc. | Contractual/Consulting Services | Judiciary and Courts | Children's Waiting Room | 7/28/2025 | 12,954.84 |
| Jordan A. Bright | Employee Mileage Expense | Circuit Clerk | Court Automation | 7/14/2025 | 41.30 |
| Groot Recycling dba Accurate Document Destruction | Destruction of Records Services | Circuit Clerk | Court Document Storage | 7/28/2025 | 473.36 |
| Canon Solutions America Inc | Repairs and Maint- Copiers | Circuit Clerk | Court Document Storage | 7/14/2025 | 13.30 |
| Toshiba America Business Solutions, Inc | Repairs and Maint- Copiers | Circuit Clerk | Court Document Storage | 7/14/2025 | 21.58 |
| Canon Solutions America Inc | Repairs and Maint- Copiers | Circuit Clerk | Court Document Storage | 7/28/2025 | 51.59 |
| Canon Solutions America Inc | Repairs and Maint- Copiers | Circuit Clerk | Court Document Storage | 7/28/2025 | 77.84 |
| Canon Solutions America Inc | Repairs and Maint- Copiers | Circuit Clerk | Court Document Storage | 7/28/2025 | 147.79 |
| Canon Solutions America Inc | Repairs and Maint- Copiers | Circuit Clerk | Court Document Storage | 7/28/2025 | 49.28 |
| JP Morgan Chase Bank N.A. | Office Supplies | Circuit Clerk | Circuit Clerk Admin Services | 7/28/2025 | 28.49 |
| JP Morgan Chase Bank N.A. | Office Supplies | Circuit Clerk | Circuit Clk Electronic Citation | 7/28/2025 | 228.00 |
| Kane County Bar Association | General Association Dues | State's Attorney | Title IV-D | 7/14/2025 | 750.00 |
| Stacy S. Warpool | Court Reporter Costs | State's Attorney | Drug Prosecution | 7/14/2025 | 48.00 |
| Nicole M. Breytspraak | Court Reporter Costs | State's Attorney | Drug Prosecution | 7/14/2025 | 48.00 |
| Jeanine Fassnacht | Court Reporter Costs | State's Attorney | Drug Prosecution | 7/14/2025 | 48.00 |
| Barbara A. Johnston | Court Reporter Costs | State's Attorney | Drug Prosecution | 7/28/2025 | 124.00 |
| Stacy S. Warpool | Court Reporter Costs | State's Attorney | Drug Prosecution | 7/28/2025 | 48.00 |
| Dana D.  Bollman | Court Reporter Costs | State's Attorney | Drug Prosecution | 7/28/2025 | 236.00 |
| Kane County Bar Association | General Association Dues | State's Attorney | Drug Prosecution | 7/14/2025 | 600.00 |
| Jeanine Fassnacht | Court Reporter Costs | State's Attorney | Domestic Violence | 7/14/2025 | 52.00 |
| Stacy S. Warpool | Court Reporter Costs | State's Attorney | Child Advocacy Center | 7/14/2025 | 52.00 |
| Jeanine Fassnacht | Court Reporter Costs | State's Attorney | Child Advocacy Center | 7/14/2025 | 56.00 |
| Barbara A. Johnston | Court Reporter Costs | State's Attorney | Child Advocacy Center | 7/28/2025 | 128.00 |
| Barbara A. Johnston | Court Reporter Costs | State's Attorney | Child Advocacy Center | 7/28/2025 | 28.00 |
| Stacy S. Warpool | Court Reporter Costs | State's Attorney | Child Advocacy Center | 7/28/2025 | 152.50 |
| Impact Networking, LLC | Repairs and Maint- Copiers | State's Attorney | Child Advocacy Center | 7/28/2025 | 742.00 |
| Toshiba America Business Solutions, Inc | Repairs and Maint- Copiers | State's Attorney | Child Advocacy Center | 7/28/2025 | 12.37 |
| Yeraldi Morales | Conferences and Meetings | State's Attorney | Child Advocacy Center | 7/14/2025 | 250.32 |
| Flor E. Rodriguez | Conferences and Meetings | State's Attorney | Child Advocacy Center | 7/14/2025 | 259.28 |
| Kallie Sakamoto | Conferences and Meetings | State's Attorney | Child Advocacy Center | 7/14/2025 | 36.96 |
| David  J Smith | Conferences and Meetings | State's Attorney | Child Advocacy Center | 7/14/2025 | 84.00 |
| Cali Stephenson | Conferences and Meetings | State's Attorney | Child Advocacy Center | 7/14/2025 | 150.08 |
| JP Morgan Chase Bank N.A. | Conferences and Meetings | State's Attorney | Child Advocacy Center | 7/28/2025 | 3,531.49 |
| Kane County Bar Association | General Association Dues | State's Attorney | Child Advocacy Center | 7/14/2025 | 750.0 |
| DS Services of America, Inc. dba Primo Water NA | Operating Supplies | State's Attorney | Child Advocacy Center | 7/28/2025 | 145.8 |

| VENDOR | NATURE OF CLAIM | OFFICE / DEPARTMENT | FUND | DATE PAID | AMOUNT PAID |
|---|---|---|---|---|---|
| JP Morgan Chase Bank N.A. | Operating Supplies | State's Attorney | Child Advocacy Center | 7/28/2025 | 2,682.01 |
| Thomson Reuters GRC, Inc. (West Government) | Books and Subscriptions | State's Attorney | Child Advocacy Center | 7/28/2025 | 47.39 |
| WEX BANK | Fuel- Vehicles | State's Attorney | Child Advocacy Center | 7/14/2025 | 134.16 |
| Verizon Wireless | Operating Supplies | Public Defender | Public Defender Special Fund | 7/14/2025 | 965.75 |
| LAN Marketing, LTD dba LAN Office Furnishings | Office Equipment - Non Capital | Public Defender | Public Defender Special Fund | 7/14/2025 | 24,753.50 |
| JP Morgan Chase Bank N.A. | Miscellaneous Contractual Exp | Emergency Management Services | EMA Volunteer Fund | 7/28/2025 | 127.02 |
| Ingrid Rivera Gonzalez | Professional Services | Law Library | Law Library | 7/14/2025 | 151.00 |
| Ingrid Rivera Gonzalez | Professional Services | Law Library | Law Library | 7/14/2025 | 151.00 |
| Ingrid Rivera Gonzalez | Professional Services | Law Library | Law Library | 7/14/2025 | 151.00 |
| Ingrid Rivera Gonzalez | Professional Services | Law Library | Law Library | 7/14/2025 | 151.00 |
| Ingrid Rivera Gonzalez | Professional Services | Law Library | Law Library | 7/14/2025 | 151.00 |
| Ingrid Rivera Gonzalez | Professional Services | Law Library | Law Library | 7/14/2025 | 151.00 |
| Ingrid Rivera Gonzalez | Professional Services | Law Library | Law Library | 7/14/2025 | 151.00 |
| Ingrid Rivera Gonzalez | Professional Services | Law Library | Law Library | 7/14/2025 | 151.00 |
| Ingrid Rivera Gonzalez | Professional Services | Law Library | Law Library | 7/14/2025 | 151.00 |
| Ingrid Rivera Gonzalez | Professional Services | Law Library | Law Library | 7/14/2025 | 151.00 |
| Ingrid Rivera Gonzalez | Professional Services | Law Library | Law Library | 7/14/2025 | 151.00 |
| Ingrid Rivera Gonzalez | Professional Services | Law Library | Law Library | 7/14/2025 | 156.60 |
| Ingrid Rivera Gonzalez | Professional Services | Law Library | Law Library | 7/14/2025 | 156.60 |
| Ingrid Rivera Gonzalez | Professional Services | Law Library | Law Library | 7/14/2025 | 156.60 |
| Ingrid Rivera Gonzalez | Professional Services | Law Library | Law Library | 7/14/2025 | 176.90 |
| Toshiba America Business Solutions, Inc | Repairs and Maint- Copiers | Law Library | Law Library | 7/14/2025 | 99.69 |
| Illinois Library Association | General Association Dues | Law Library | Law Library | 7/28/2025 | 100.00 |
| JP Morgan Chase Bank N.A. | General Association Dues | Law Library | Law Library | 7/28/2025 | 155.00 |
| RELX Inc. dba LexisNexis | Miscellaneous Contractual Exp | Law Library | Law Library | 7/14/2025 | 855.00 |
| RELX Inc. dba LexisNexis | Miscellaneous Contractual Exp | Law Library | Law Library | 7/14/2025 | 855.00 |
| RELX Inc. dba LexisNexis | Miscellaneous Contractual Exp | Law Library | Law Library | 7/14/2025 | 1,320.00 |
| RELX Inc. dba LexisNexis | Miscellaneous Contractual Exp | Law Library | Law Library | 7/14/2025 | 1,320.00 |
| JP Morgan Chase Bank N.A. | Postage | Law Library | Law Library | 7/28/2025 | 23.71 |
| American Legal Publishing Corp. | Books and Subscriptions | Law Library | Law Library | 7/14/2025 | 15.00 |
| Blue 360 Media, LLC | Books and Subscriptions | Law Library | Law Library | 7/14/2025 | 1,113.84 |
| Blue 360 Media, LLC | Books and Subscriptions | Law Library | Law Library | 7/14/2025 | 96.95 |
| Illinois Institute for Continuing Legal Ed (IICLE) | Books and Subscriptions | Law Library | Law Library | 7/14/2025 | 131.25 |
| Illinois Institute for Continuing Legal Ed (IICLE) | Books and Subscriptions | Law Library | Law Library | 7/14/2025 | 33.75 |
| Illinois Institute for Continuing Legal Ed (IICLE) | Books and Subscriptions | Law Library | Law Library | 7/14/2025 | 135.00 |
| Matthew Bender & Co. dba LexisNexis Matthew Bender | Books and Subscriptions | Law Library | Law Library | 7/14/2025 | 466.61 |
| Matthew Bender & Co. dba LexisNexis Matthew Bender | Books and Subscriptions | Law Library | Law Library | 7/14/2025 | 505.61 |
| Matthew Bender & Co. dba LexisNexis Matthew Bender | Books and Subscriptions | Law Library | Law Library | 7/14/2025 | 142.43 |
| Practising Law Institute | Books and Subscriptions | Law Library | Law Library | 7/14/2025 | 273.50 |
| Thomson Reuters GRC, Inc. (West Government) | Books and Subscriptions | Law Library | Law Library | 7/14/2025 | 7,891.50 |
| Thomson Reuters GRC, Inc. (West Government) | Books and Subscriptions | Law Library | Law Library | 7/14/2025 | 12,123.80 |
| DS Services of America, Inc. dba Primo Water NA | Food | Law Library | Law Library | 7/14/2025 | 12.97 |
| RMT Solutions | Operating Supplies | Sheriff | Cannabis Regulation - Local | 7/28/2025 | 4,800.00 |
| getResQ911 | Salaries and Wages | Kane Comm | Kane Comm | 7/14/2025 | 4,600.00 |
| getResQ911 | Salaries and Wages | Kane Comm | Kane Comm | 7/28/2025 | 9,660.00 |
| Data Clean, LLC | Contractual/Consulting Services | Kane Comm | Kane Comm | 7/14/2025 | 1,870.00 |
| ESO Solutions, Inc. | Contractual/Consulting Services | Kane Comm | Kane Comm | 7/14/2025 | 688.88 |
| Guardian Alliance Technologies, Inc. | Contractual/Consulting Services | Kane Comm | Kane Comm | 7/28/2025 | 110.00 |
| JP Morgan Chase Bank N.A. | Contractual/Consulting Services | Kane Comm | Kane Comm | 7/28/2025 | 17.91 |
| Lilly Counseling and Consultation | Contractual/Consulting Services | Kane Comm | Kane Comm | 7/28/2025 | 320.00 |
| Primus Electronics Corporation | Repairs and Maint- Comm Equip | Kane Comm | Kane Comm | 7/28/2025 | 1,187.50 |
| Tower Works, Inc. | Repairs and Maint- Comm Equip | Kane Comm | Kane Comm | 7/28/2025 | 4,700.00 |
| JP Morgan Chase Bank N.A. | Conferences and Meetings | Kane Comm | Kane Comm | 7/28/2025 | 94.79 |
| Sarah Stoffa | Conferences and Meetings | Kane Comm | Kane Comm | 7/28/2025 | 193.95 |
| Christopher McMeen | Employee Mileage Expense | Kane Comm | Kane Comm | 7/28/2025 | 9.6 |
| Sarah Stoffa | Employee Mileage Expense | Kane Comm | Kane Comm | 7/28/2025 | 9.6 |

| VENDOR | NATURE OF CLAIM | OFFICE / DEPARTMENT | FUND | DATE PAID | AMOUNT PAID |
|---|---|---|---|---|---|
| JP Morgan Chase Bank N.A. | Pre-Employment Physicals | Kane Comm | Kane Comm | 7/28/2025 | 49.00 |
| DS Services of America, Inc. dba Primo Water NA | Office Supplies | Kane Comm | Kane Comm | 7/28/2025 | 52.89 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Office Supplies | Kane Comm | Kane Comm | 7/28/2025 | 84.00 |
| JP Morgan Chase Bank N.A. | Operating Supplies | Kane Comm | Kane Comm | 7/28/2025 | 180.31 |
| JP Morgan Chase Bank N.A. | Employee Recognition Supplies | Kane Comm | Kane Comm | 7/28/2025 | 65.29 |
| [redacted] | | Court Services | Probation Services | 7/14/2025 | 15.68 |
| About Change Counseling | Contractual/Consulting Services | Court Services | Probation Services | 7/14/2025 | 150.00 |
| About Change Counseling | Contractual/Consulting Services | Court Services | Probation Services | 7/14/2025 | 150.00 |
| About Change Counseling | Contractual/Consulting Services | Court Services | Probation Services | 7/14/2025 | 150.00 |
| About Change Counseling | Contractual/Consulting Services | Court Services | Probation Services | 7/14/2025 | 150.00 |
| Braden Counseling Center, P.C. | Contractual/Consulting Services | Court Services | Probation Services | 7/14/2025 | 150.00 |
| Braden Counseling Center, P.C. | Contractual/Consulting Services | Court Services | Probation Services | 7/14/2025 | 150.00 |
| Braden Counseling Center, P.C. | Contractual/Consulting Services | Court Services | Probation Services | 7/14/2025 | 150.00 |
| Braden Counseling Center, P.C. | Contractual/Consulting Services | Court Services | Probation Services | 7/14/2025 | 85.00 |
| Braden Counseling Center, P.C. | Contractual/Consulting Services | Court Services | Probation Services | 7/14/2025 | 150.00 |
| Care Clinics, Inc. | Contractual/Consulting Services | Court Services | Probation Services | 7/28/2025 | 100.00 |
| Care Clinics, Inc. | Contractual/Consulting Services | Court Services | Probation Services | 7/28/2025 | 100.00 |
| Language Line Services | Contractual/Consulting Services | Court Services | Probation Services | 7/28/2025 | 2,192.79 |
| Nickerson & Associates P C | Contractual/Consulting Services | Court Services | Probation Services | 7/28/2025 | 22,475.00 |
| Tools for Life, LTD | Contractual/Consulting Services | Court Services | Probation Services | 7/28/2025 | 125.00 |
| Associates in Behavioral Health Care ABC - DUI | Contractual/Consulting Services | Court Services | Probation Services | 7/28/2025 | 200.00 |
| About Behavioral Change, NFP | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 120.00 |
| About Behavioral Change, NFP | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 400.00 |
| About Behavioral Change, NFP | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 470.00 |
| About Behavioral Change, NFP | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 160.00 |
| About Behavioral Change, NFP | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 160.00 |
| About Behavioral Change, NFP | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 550.00 |
| About Change Counseling | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 150.00 |
| Addiction Recovery Services, Inc. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 310.00 |
| Associates in Behavioral Health Care ABC - DUI | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 100.00 |
| Associates in Behavioral Health Care ABC - DUI | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 200.00 |
| Braden Counseling Center, P.C. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 270.00 |
| Braden Counseling Center, P.C. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 75.00 |
| Braden Counseling Center, P.C. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 350.00 |
| Braden Counseling Center, P.C. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 75.00 |
| Braden Counseling Center, P.C. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 75.00 |
| Braden Counseling Center, P.C. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 75.00 |
| Braden Counseling Center, P.C. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 60.00 |
| Braden Counseling Center, P.C. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 75.00 |
| Braden Counseling Center, P.C. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 165.00 |
| Braden Counseling Center, P.C. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 200.00 |
| Braden Counseling Center, P.C. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 240.00 |
| Braden Counseling Center, P.C. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 75.00 |
| Braden Counseling Center, P.C. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 75.00 |
| Braden Counseling Center, P.C. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 75.00 |
| Braden Counseling Center, P.C. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 290.00 |
| Braden Counseling Center, P.C. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 75.00 |
| Braden Counseling Center, P.C. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 290.00 |
| Braden Counseling Center, P.C. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 150.00 |
| Braden Counseling Center, P.C. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 180.00 |
| Braden Counseling Center, P.C. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 75.00 |
| Braden Counseling Center, P.C. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 75.00 |
| Braden Counseling Center, P.C. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 75.00 |
| Braden Counseling Center, P.C. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 60.00 |
| Braden Counseling Center, P.C. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 435.00 |
| Braden Counseling Center, P.C. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 150.0 |
| Braden Counseling Center, P.C. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 560.0 |

| VENDOR | NATURE OF CLAIM | OFFICE / DEPARTMENT | FUND | DATE PAID | AMOUNT PAID |
|---|---|---|---|---|---|
| Braden Counseling Center, P.C. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 200.00 |
| Care Clinics, Inc. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 1,000.00 |
| Care Clinics, Inc. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 100.00 |
| Care Clinics, Inc. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 925.00 |
| Care Clinics, Inc. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 100.00 |
| Care Clinics, Inc. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/14/2025 | 125.00 |
| Care Clinics, Inc. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 100.00 |
| Care Clinics, Inc. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 125.00 |
| Care Clinics, Inc. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 125.00 |
| Community Crisis Center, Inc. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 35.00 |
| Community Crisis Center, Inc. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 35.00 |
| Community Crisis Center, Inc. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 185.00 |
| Community Crisis Center, Inc. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 115.00 |
| Community Crisis Center, Inc. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 35.00 |
| Community Crisis Center, Inc. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 35.00 |
| Community Crisis Center, Inc. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 105.00 |
| Community Crisis Center, Inc. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 70.00 |
| Community Crisis Center, Inc. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 140.00 |
| Community Crisis Center, Inc. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 35.00 |
| Community Crisis Center, Inc. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 115.00 |
| Community Crisis Center, Inc. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 115.00 |
| Community Crisis Center, Inc. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 140.00 |
| Ecker Center for Mental Health | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 4,166.00 |
| Family Counseling Services of Aurora | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 240.00 |
| Family Counseling Services of Aurora | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 180.00 |
| Family Counseling Services of Aurora | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 240.00 |
| Family Counseling Services of Aurora | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 75.00 |
| Family Counseling Services of Aurora | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 240.00 |
| Family Counseling Services of Aurora | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 75.00 |
| Family Counseling Services of Aurora | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 180.00 |
| Family Counseling Services of Aurora | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 240.00 |
| Family Counseling Services of Aurora | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 75.00 |
| Family Counseling Services of Aurora | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 240.00 |
| Family Counseling Services of Aurora | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 300.00 |
| Family Counseling Services of Aurora | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 180.00 |
| Family Counseling Services of Aurora | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 240.00 |
| Family Counseling Services of Aurora | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 240.00 |
| Family Counseling Services of Aurora | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 240.00 |
| Family Counseling Services of Aurora | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 240.00 |
| Family Counseling Services of Aurora | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 240.00 |
| Family Counseling Services of Aurora | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 180.00 |
| Family Counseling Services of Aurora | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 60.00 |
| Family Counseling Services of Aurora | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 120.00 |
| Family Counseling Services of Aurora | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 240.00 |
| Family Counseling Services of Aurora | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 180

| VENDOR | NATURE OF CLAIM | OFFICE / DEPARTMENT | FUND | DATE PAID | AMOUNT PAID |
|---|---|---|---|---|---|
| Mutual Ground, Inc. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 237.36 |
| Tools for Life, LTD | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 85.00 |
| Tools for Life, LTD | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 555.00 |
| Tools for Life, LTD | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 240.00 |
| Tools for Life, LTD | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 240.00 |
| Tools for Life, LTD | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 420.00 |
| Tools for Life, LTD | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 460.00 |
| Tools for Life, LTD | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 485.00 |
| Tools for Life, LTD | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 405.00 |
| Tools for Life, LTD | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 440.00 |
| Tools for Life, LTD | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 440.00 |
| Braden Counseling Center, P.C. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 85.00 |
| Braden Counseling Center, P.C. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 85.00 |
| Braden Counseling Center, P.C. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 85.00 |
| Care Clinics, Inc. | Psychological/Psychiatric Srvs | Court Services | Probation Services | 7/28/2025 | 125.00 |
| Tyler Technologies, Inc. (New World) | Software Licensing Cost | Court Services | Probation Services | 7/14/2025 | 14,712.00 |
| Tyler Technologies, Inc. (New World) | Software Licensing Cost | Court Services | Probation Services | 7/14/2025 | 58,848.00 |
| Tyler Technologies, Inc. (New World) | Software Licensing Cost | Court Services | Probation Services | 7/14/2025 | 23,644.29 |
| JP Morgan Chase Bank N.A. | Incentives | Court Services | Probation Services | 7/28/2025 | 1,800.00 |
| Abel Screening, Inc. | Testing Materials | Court Services | Probation Services | 7/28/2025 | 79.00 |
| Abel Screening, Inc. | Testing Materials | Court Services | Probation Services | 7/28/2025 | 79.00 |
| Abel Screening, Inc. | Testing Materials | Court Services | Probation Services | 7/28/2025 | 79.00 |
| Abel Screening, Inc. | Testing Materials | Court Services | Probation Services | 7/28/2025 | 79.00 |
| Abel Screening, Inc. | Testing Materials | Court Services | Probation Services | 7/28/2025 | 79.00 |
| Abel Screening, Inc. | Testing Materials | Court Services | Probation Services | 7/28/2025 | 79.00 |
| Abel Screening, Inc. | Testing Materials | Court Services | Probation Services | 7/28/2025 | 79.00 |
| Ecker Center for Mental Health | Contractual/Consulting Services | Court Services | Drug Court Special Resources | 7/14/2025 | 1,250.00 |
| Gateway Foundation | Contractual/Consulting Services | Court Services | Drug Court Special Resources | 7/28/2025 | 1,670.00 |
| Ecker Center for Mental Health | Psychological/Psychiatric Srvs | Court Services | Drug Court Special Resources | 7/14/2025 | 1,260.00 |
| Ecker Center for Mental Health | Psychological/Psychiatric Srvs | Court Services | Drug Court Special Resources | 7/14/2025 | 1,975.00 |
| Redwood Toxicology Inc. | Lab Services | Court Services | Drug Court Special Resources | 7/14/2025 | 3,351.05 |
| Lutheran Social Services of IL | Halfway House | Court Services | Drug Court Special Resources | 7/14/2025 | 912.00 |
| Cornell Interventions, LLC | Residential Treatment | Court Services | Drug Court Special Resources | 7/14/2025 | 353.58 |
| Cornell Interventions, LLC | Residential Treatment | Court Services | Drug Court Special Resources | 7/14/2025 | 3,182.22 |
| JP Morgan Chase Bank N.A. | Conferences and Meetings | Court Services | Drug Court Special Resources | 7/28/2025 | 286.38 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Operating Supplies | Court Services | Drug Court Special Resources | 7/14/2025 | 34.57 |
| JP Morgan Chase Bank N.A. | Operating Supplies | Court Services | Drug Court Special Resources | 7/28/2025 | 349.98 |
| JP Morgan Chase Bank N.A. | Books and Subscriptions | Court Services | Drug Court Special Resources | 7/28/2025 | 58.50 |
| JP Morgan Chase Bank N.A. | Sanction Incentives | Court Services | Drug Court Special Resources | 7/28/2025 | 440.00 |
| Philip Wessel | Peer Group Activities Supplies | Court Services | Drug Court Special Resources | 7/14/2025 | 105.00 |
| JP Morgan Chase Bank N.A. | Peer Group Activities Supplies | Court Services | Drug Court Special Resources | 7/28/2025 | 835.99 |
| WEX BANK | Fuel- Vehicles | Court Services | Drug Court Special Resources | 7/14/2025 | 82.64 |
| [redacted] | | Court Services | Probation Victim Services | 7/14/2025 | 0.32 |
| Braden Counseling Center, P.C. | Psychological/Psychiatric Srvs | Court Services | DUI Court | 7/14/2025 | 75.00 |
| Braden Counseling Center, P.C. | Psychological/Psychiatric Srvs | Court Services | DUI Court | 7/14/2025 | 60.00 |
| Braden Counseling Center, P.C. | Psychological/Psychiatric Srvs | Court Services | DUI Court | 7/14/2025 | 60.00 |
| Lighthouse Recovery, Inc. | Psychological/Psychiatric Srvs | Court Services | DUI Court | 7/28/2025 | 3,000.00 |
| PharmChem, Inc. | Lab Services | Court Services | DUI Court | 7/14/2025 | 49.95 |
| Redwood Toxicology Inc. | Lab Services | Court Services | DUI Court | 7/14/2025 | 4,313.36 |
| Redwood Toxicology Inc. | Lab Services | Court Services | DUI Court | 7/28/2025 | 4,449.11 |
| JP Morgan Chase Bank N.A. | Conferences and Meetings | Court Services | DUI Court | 7/28/2025 | -476.21 |
| JP Morgan Chase Bank N.A. | Conferences and Meetings | Court Services | DUI Court | 7/28/2025 | -233.48 |
| JP Morgan Chase Bank N.A. | Incentives | Court Services | DUI Court | 7/28/2025 | 258.93 |
| Twin Pines Service Corporation, Inc. | Direct Cremation | Coroner | Coroner Administration | 7/28/2025 | 1,300.00 |
| Marberry Cleaners & Launderers | Miscellaneous Contractual Exp | Coroner | Coroner Administration | 7/14/2025 | 435.10 |
| Marlin Leasing Corporation dba PEAC Solutions | Miscellaneous Contractual Exp | Coroner | Coroner Administration | 7/14/2025 | 498.0 |
| Patten Industries Power Dry of Chicago dba Chicago Water & Fire Rest | Miscellaneous Contractual Exp | Coroner | Coroner Administration | 7/14/2025 | 100.0 |

| VENDOR | NATURE OF CLAIM | OFFICE / DEPARTMENT | FUND | DATE PAID | AMOUNT PAID |
|---|---|---|---|---|---|
| Patten Industries Power Dry of Chicago dba Chicago Water & Fire Rest | Miscellaneous Contractual Exp | Coroner | Coroner Administration | 7/14/2025 | 100.00 |
| Patten Industries Power Dry of Chicago dba Chicago Water & Fire Rest | Miscellaneous Contractual Exp | Coroner | Coroner Administration | 7/14/2025 | 100.00 |
| Patten Industries Power Dry of Chicago dba Chicago Water & Fire Rest | Miscellaneous Contractual Exp | Coroner | Coroner Administration | 7/14/2025 | 100.00 |
| Patten Industries Power Dry of Chicago dba Chicago Water & Fire Rest | Miscellaneous Contractual Exp | Coroner | Coroner Administration | 7/28/2025 | 100.00 |
| Patten Industries Power Dry of Chicago dba Chicago Water & Fire Rest | Miscellaneous Contractual Exp | Coroner | Coroner Administration | 7/28/2025 | 100.00 |
| Stericycle, Inc. | Miscellaneous Contractual Exp | Coroner | Coroner Administration | 7/28/2025 | 807.01 |
| Christiansen & Associates, LLC | Miscellaneous Contractual Exp | Coroner | Coroner Administration | 7/28/2025 | 2,500.00 |
| JP Morgan Chase Bank N.A. | Office Supplies | Coroner | Coroner Administration | 7/28/2025 | 73.00 |
| JP Morgan Chase Bank N.A. | Office Supplies | Coroner | Coroner Administration | 7/28/2025 | 104.25 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Office Supplies | Coroner | Coroner Administration | 7/28/2025 | 23.87 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Office Supplies | Coroner | Coroner Administration | 7/28/2025 | 27.45 |
| JP Morgan Chase Bank N.A. | Operating Supplies | Coroner | Coroner Administration | 7/28/2025 | 77.78 |
| Southland Medical, LLC | Operating Supplies | Coroner | Coroner Administration | 7/28/2025 | 344.47 |
| JP Morgan Chase Bank N.A. | Uniform Supplies | Coroner | Coroner Administration | 7/28/2025 | 199.28 |
| Classic Plastics Corporation | Body Bags | Coroner | Coroner Administration | 7/28/2025 | 2,834.95 |
| Extra Packaging, LLC | Body Bags | Coroner | Coroner Administration | 7/28/2025 | 458.96 |
| JP Morgan Chase Bank N.A. | Veterinarian Services | Animal Control | Animal Control | 7/28/2025 | 1,454.36 |
| JP Morgan Chase Bank N.A. | Repairs and Maint- Buildings | Animal Control | Animal Control | 7/28/2025 | 50.99 |
| Toshiba America Business Solutions, Inc | Repairs and Maint- Copiers | Animal Control | Animal Control | 7/28/2025 | 70.93 |
| Suburban Tire Company | Repairs and Maint- Vehicles | Animal Control | Animal Control | 7/14/2025 | 608.92 |
| Suburban Tire Company | Repairs and Maint- Vehicles | Animal Control | Animal Control | 7/14/2025 | 125.48 |
| Suburban Tire Company | Repairs and Maint- Vehicles | Animal Control | Animal Control | 7/28/2025 | 1,344.94 |
| Suburban Tire Company | Repairs and Maint- Vehicles | Animal Control | Animal Control | 7/28/2025 | 335.98 |
| JP Morgan Chase Bank N.A. | Employee Training | Animal Control | Animal Control | 7/28/2025 | 200.00 |
| Eleanor Downing | Employee Mileage Expense | Animal Control | Animal Control | 7/28/2025 | 135.80 |
| DS Services of America, Inc. dba Primo Water NA | Office Supplies | Animal Control | Animal Control | 7/28/2025 | 27.94 |
| DS Services of America, Inc. dba Primo Water NA | Office Supplies | Animal Control | Animal Control | 7/28/2025 | 32.93 |
| JP Morgan Chase Bank N.A. | Office Supplies | Animal Control | Animal Control | 7/28/2025 | 122.13 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Office Supplies | Animal Control | Animal Control | 7/28/2025 | 304.69 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Office Supplies | Animal Control | Animal Control | 7/28/2025 | 60.50 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Office Supplies | Animal Control | Animal Control | 7/28/2025 | 241.08 |
| JP Morgan Chase Bank N.A. | Operating Supplies | Animal Control | Animal Control | 7/28/2025 | 2,646.72 |
| City of Geneva | Utilities- Water | Animal Control | Animal Control | 7/14/2025 | 524.97 |
| JP Morgan Chase Bank N.A. | Animal Care Supplies | Animal Control | Animal Control | 7/28/2025 | 834.53 |
| Midwest Veterinary Supply, Inc. | Animal Care Supplies | Animal Control | Animal Control | 7/28/2025 | 316.68 |
| Midwest Veterinary Supply, Inc. | Medical Supplies and Drugs | Animal Control | Animal Control | 7/14/2025 | 34.86 |
| Midwest Veterinary Supply, Inc. | Medical Supplies and Drugs | Animal Control | Animal Control | 7/14/2025 | 60.88 |
| Midwest Veterinary Supply, Inc. | Medical Supplies and Drugs | Animal Control | Animal Control | 7/14/2025 | 230.25 |
| Midwest Veterinary Supply, Inc. | Medical Supplies and Drugs | Animal Control | Animal Control | 7/28/2025 | 442.70 |
| Midwest Veterinary Supply, Inc. | Medical Supplies and Drugs | Animal Control | Animal Control | 7/28/2025 | 327.81 |
| Midwest Veterinary Supply, Inc. | Medical Supplies and Drugs | Animal Control | Animal Control | 7/28/2025 | 349.23 |
| JP Morgan Chase Bank N.A. | Medical Supplies and Drugs | Animal Control | Animal Control | 7/28/2025 | 530.85 |
| Nicor Gas | Utilities- Natural Gas | Animal Control | Animal Control | 7/14/2025 | 262.88 |
| City of Geneva | Utilities- Electric | Animal Control | Animal Control | 7/14/2025 | 292.17 |
| WCP Financials, LLC | Utilities- Electric | Animal Control | Animal Control | 7/28/2025 | 106.98 |
| WEX BANK | Fuel- Vehicles | Animal Control | Animal Control | 7/28/2025 | 937.05 |
| Hampton Lenzini & Renwick, Inc. | Engineering Services | Transportation | County Highway | 7/14/2025 | 2,430.00 |
| State Materials Engineering LLC | Engineering Services | Transportation | County Highway | 7/14/2025 | 2,835.00 |
| Hampton Lenzini & Renwick, Inc. | Engineering Services | Transportation | County Highway | 7/28/2025 | 5,680.00 |
| J Patrick Jaeger | Legal Services | Transportation | County Highway | 7/14/2025 | 4,000.00 |
| Samsara Inc. | Software Licensing Cost | Transportation | County Highway | 7/14/2025 | 228.01 |
| Samsara Inc. | Software Licensing Cost | Transportation | County Highway | 7/28/2025 | 1,582.00 |
| Bentley Systems, Inc. | Software Licensing Cost | Transportation | County Highway | 7/28/2025 | 4,782.00 |
| Culligan Tri City Soft Water | Disposal and Water Softener Srvs | Transportation | County Highway | 7/14/2025 | 351.90 |
| Culligan Tri City Soft Water | Disposal and Water Softener Srvs | Transportation | County Highway | 7/14/2025 | 91.50 |
| Waste Management of Illinois - West | Disposal and Water Softener Srvs | Transportation | County Highway | 7/14/2025 | 566.1 |
| Waste Management of Illinois - West | Disposal and Water Softener Srvs | Transportation | County Highway | 7/14/2025 | 32.4 |

| VENDOR | NATURE OF CLAIM | OFFICE / DEPARTMENT | FUND | DATE PAID | AMOUNT PAID |
|---|---|---|---|---|---|
| Waste Management of Illinois - West | Disposal and Water Softener Srvs | Transportation | County Highway | 7/28/2025 | 488.80 |
| Waste Management of Illinois - West | Disposal and Water Softener Srvs | Transportation | County Highway | 7/28/2025 | 34.43 |
| Culligan Tri City Soft Water | Disposal and Water Softener Srvs | Transportation | County Highway | 7/28/2025 | 91.50 |
| DS Services of America, Inc. dba Primo Water NA | Disposal and Water Softener Srvs | Transportation | County Highway | 7/28/2025 | 226.53 |
| JP Morgan Chase Bank N.A. | Disposal and Water Softener Srvs | Transportation | County Highway | 7/28/2025 | 260.00 |
| Eco Clean Maintenance, Inc. | Janitorial Services | Transportation | County Highway | 7/14/2025 | 3,006.00 |
| Urban Elevator Service, LLC | Repairs and Maint- Buildings | Transportation | County Highway | 7/14/2025 | 317.49 |
| Allied Door Inc. | Repairs and Maint- Buildings | Transportation | County Highway | 7/28/2025 | 3,020.00 |
| Dahme Mechanical Industries, Inc. | Repairs and Maint- Buildings | Transportation | County Highway | 7/28/2025 | 6,250.00 |
| Tecta America Corp dba Anthony Roofing | Repairs and Maint- Buildings | Transportation | County Highway | 7/28/2025 | 611.00 |
| K&K Image Technology, Inc. | Repairs and Maint- Copiers | Transportation | County Highway | 7/28/2025 | 941.75 |
| Toshiba America Business Solutions, Inc | Repairs and Maint- Copiers | Transportation | County Highway | 7/28/2025 | 27.56 |
| Toshiba America Business Solutions, Inc | Repairs and Maint- Copiers | Transportation | County Highway | 7/28/2025 | 25.66 |
| Toshiba America Business Solutions, Inc | Repairs and Maint- Copiers | Transportation | County Highway | 7/28/2025 | 840.72 |
| Deshazo LLC | Repairs and Maint- Equipment | Transportation | County Highway | 7/14/2025 | 720.00 |
| ThermFlo, Inc. | Repairs and Maint- Equipment | Transportation | County Highway | 7/14/2025 | 1,016.99 |
| Truck Country of Illinois | Repairs and Maint- Vehicles | Transportation | County Highway | 7/14/2025 | 5,744.28 |
| Illinois Secretary of State | Repairs and Maint- Vehicles | Transportation | County Highway | 7/28/2025 | 173.00 |
| Illinois Secretary of State | Repairs and Maint- Vehicles | Transportation | County Highway | 7/28/2025 | 173.00 |
| Illinois Secretary of State | Repairs and Maint- Vehicles | Transportation | County Highway | 7/28/2025 | 173.00 |
| Paddock Publications (Daily Herald) | Legal Printing | Transportation | County Highway | 7/28/2025 | 941.85 |
| Heidi Lichtenberger | Conferences and Meetings | Transportation | County Highway | 7/14/2025 | 102.51 |
| Illinois Association of County Engineers, Inc. | Conferences and Meetings | Transportation | County Highway | 7/28/2025 | 250.00 |
| JP Morgan Chase Bank N.A. | Conferences and Meetings | Transportation | County Highway | 7/28/2025 | 120.00 |
| JP Morgan Chase Bank N.A. | Conferences and Meetings | Transportation | County Highway | 7/28/2025 | 850.00 |
| JP Morgan Chase Bank N.A. | Conferences and Meetings | Transportation | County Highway | 7/28/2025 | 392.58 |
| Gretchen Hannah Klock | Conferences and Meetings | Transportation | County Highway | 7/28/2025 | 78.30 |
| Brad Manning Ford, Inc. | Employee Training | Transportation | County Highway | 7/14/2025 | 300.00 |
| Heidi Lichtenberger | Employee Mileage Expense | Transportation | County Highway | 7/14/2025 | 12.39 |
| Janet Harris | Employee Mileage Expense | Transportation | County Highway | 7/28/2025 | 12.74 |
| Gretchen Hannah Klock | Employee Mileage Expense | Transportation | County Highway | 7/28/2025 | 68.25 |
| JP Morgan Chase Bank N.A. | General Association Dues | Transportation | County Highway | 7/28/2025 | 567.00 |
| The Tree House, Inc. | Office Supplies | Transportation | County Highway | 7/14/2025 | 443.65 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Office Supplies | Transportation | County Highway | 7/28/2025 | 21.10 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Office Supplies | Transportation | County Highway | 7/28/2025 | 118.34 |
| Amazon Capital Services Inc | Office Supplies | Transportation | County Highway | 7/28/2025 | 45.84 |
| Amazon Capital Services Inc | Office Supplies | Transportation | County Highway | 7/28/2025 | 116.58 |
| Amazon Capital Services Inc | Office Supplies | Transportation | County Highway | 7/28/2025 | 92.06 |
| JP Morgan Chase Bank N.A. | Office Supplies | Transportation | County Highway | 7/28/2025 | 356.11 |
| Menards, Inc. | Office Supplies | Transportation | County Highway | 7/28/2025 | 91.85 |
| Cintas Corporation | Operating Supplies | Transportation | County Highway | 7/14/2025 | 494.50 |
| Zoro | Operating Supplies | Transportation | County Highway | 7/14/2025 | 239.76 |
| JP Morgan Chase Bank N.A. | Operating Supplies | Transportation | County Highway | 7/28/2025 | 31.50 |
| JP Morgan Chase Bank N.A. | Operating Supplies | Transportation | County Highway | 7/28/2025 | 40.00 |
| Menards, Inc. | Operating Supplies | Transportation | County Highway | 7/28/2025 | 183.94 |
| Municipal Marking Distributors, Inc. | Operating Supplies | Transportation | County Highway | 7/28/2025 | 123.20 |
| Municipal Marking Distributors, Inc. | Operating Supplies | Transportation | County Highway | 7/28/2025 | 330.00 |
| Airgas North Central, Inc. | Operating Supplies | Transportation | County Highway | 7/28/2025 | 659.49 |
| Airgas North Central, Inc. | Operating Supplies | Transportation | County Highway | 7/28/2025 | 65.85 |
| JP Morgan Chase Bank N.A. | Books and Subscriptions | Transportation | County Highway | 7/28/2025 | 833.70 |
| Insight Public Sector Inc | Computer Hardware- Non Capital | Transportation | County Highway | 7/28/2025 | 1,258.00 |
| JP Morgan Chase Bank N.A. | Computer Hardware- Non Capital | Transportation | County Highway | 7/28/2025 | 374.98 |
| Menards, Inc. | Buildings and Grounds Supplies | Transportation | County Highway | 7/14/2025 | 119.94 |
| Menards, Inc. | Buildings and Grounds Supplies | Transportation | County Highway | 7/14/2025 | 59.97 |
| Menards, Inc. | Buildings and Grounds Supplies | Transportation | County Highway | 7/14/2025 | 162.57 |
| Menards, Inc. | Buildings and Grounds Supplies | Transportation | County Highway | 7/14/2025 | 23.6[illegible] |
| Producers Chemical Company | Buildings and Grounds Supplies | Transportation | County Highway | 7/14/2025 | 219.0 |

| VENDOR | NATURE OF CLAIM | OFFICE / DEPARTMENT | FUND | DATE PAID | AMOUNT PAID |
|---|---|---|---|---|---|
| Sherwin Williams | Buildings and Grounds Supplies | Transportation | County Highway | 7/28/2025 | 399.50 |
| Sherwin Williams | Buildings and Grounds Supplies | Transportation | County Highway | 7/28/2025 | 399.50 |
| Menards, Inc. | Buildings and Grounds Supplies | Transportation | County Highway | 7/28/2025 | 115.76 |
| Menards, Inc. | Buildings and Grounds Supplies | Transportation | County Highway | 7/28/2025 | 217.69 |
| Menards, Inc. | Buildings and Grounds Supplies | Transportation | County Highway | 7/28/2025 | 80.65 |
| Amazon Capital Services Inc | Buildings and Grounds Supplies | Transportation | County Highway | 7/28/2025 | 529.50 |
| Amazon Capital Services Inc | Buildings and Grounds Supplies | Transportation | County Highway | 7/28/2025 | 38.65 |
| JP Morgan Chase Bank N.A. | Buildings and Grounds Supplies | Transportation | County Highway | 7/28/2025 | -58.73 |
| Amazon Capital Services Inc | Sign Material | Transportation | County Highway | 7/14/2025 | 132.50 |
| Vulcan, Inc. | Sign Material | Transportation | County Highway | 7/14/2025 | 2,184.90 |
| JP Morgan Chase Bank N.A. | Sign Material | Transportation | County Highway | 7/28/2025 | 640.94 |
| 3M Company | Sign Material | Transportation | County Highway | 7/28/2025 | 3,993.75 |
| 3M Company | Sign Material | Transportation | County Highway | 7/28/2025 | 341.25 |
| Nicor Gas | Utilities- Natural Gas | Transportation | County Highway | 7/14/2025 | 171.03 |
| Nicor Gas | Utilities- Natural Gas | Transportation | County Highway | 7/14/2025 | 336.78 |
| Nicor Gas | Utilities- Natural Gas | Transportation | County Highway | 7/28/2025 | 115.81 |
| Nicor Gas | Utilities- Natural Gas | Transportation | County Highway | 7/28/2025 | 56.59 |
| Nicor Gas | Utilities- Natural Gas | Transportation | County Highway | 7/28/2025 | 153.22 |
| Nicor Gas | Utilities- Natural Gas | Transportation | County Highway | 7/28/2025 | 190.79 |
| Constellation NewEnergy-Gas Division, LLC | Utilities- Natural Gas | Transportation | County Highway | 7/28/2025 | 415.46 |
| ComEd | Utilities- Electric | Transportation | County Highway | 7/14/2025 | 2,767.70 |
| ComEd | Utilities- Electric | Transportation | County Highway | 7/28/2025 | 108.79 |
| City of Batavia | Utilities- Intersect Lighting | Transportation | County Highway | 7/14/2025 | 82.67 |
| City of Batavia | Utilities- Intersect Lighting | Transportation | County Highway | 7/14/2025 | 43.86 |
| City of Batavia | Utilities- Intersect Lighting | Transportation | County Highway | 7/14/2025 | 101.81 |
| ComEd | Utilities- Intersect Lighting | Transportation | County Highway | 7/14/2025 | 30.89 |
| ComEd | Utilities- Intersect Lighting | Transportation | County Highway | 7/14/2025 | 39.34 |
| ComEd | Utilities- Intersect Lighting | Transportation | County Highway | 7/14/2025 | 110.19 |
| ComEd | Utilities- Intersect Lighting | Transportation | County Highway | 7/14/2025 | 47.61 |
| ComEd | Utilities- Intersect Lighting | Transportation | County Highway | 7/14/2025 | 100.93 |
| ComEd | Utilities- Intersect Lighting | Transportation | County Highway | 7/14/2025 | 128.13 |
| ComEd | Utilities- Intersect Lighting | Transportation | County Highway | 7/14/2025 | 220.96 |
| ComEd | Utilities- Intersect Lighting | Transportation | County Highway | 7/14/2025 | 39.83 |
| ComEd | Utilities- Intersect Lighting | Transportation | County Highway | 7/14/2025 | 6.90 |
| ComEd | Utilities- Intersect Lighting | Transportation | County Highway | 7/14/2025 | 296.02 |
| ComEd | Utilities- Intersect Lighting | Transportation | County Highway | 7/14/2025 | 3,421.07 |
| ComEd | Utilities- Intersect Lighting | Transportation | County Highway | 7/14/2025 | 15.21 |
| ComEd | Utilities- Intersect Lighting | Transportation | County Highway | 7/14/2025 | 211.48 |
| ComEd | Utilities- Intersect Lighting | Transportation | County Highway | 7/14/2025 | 90.68 |
| State of Illinois Treasurer - IDOT | Utilities- Intersect Lighting | Transportation | County Highway | 7/14/2025 | 385.92 |
| ComEd | Utilities- Intersect Lighting | Transportation | County Highway | 7/28/2025 | 53.80 |
| ComEd | Utilities- Intersect Lighting | Transportation | County Highway | 7/28/2025 | 237.33 |
| ComEd | Utilities- Intersect Lighting | Transportation | County Highway | 7/28/2025 | 32.35 |
| ComEd | Utilities- Intersect Lighting | Transportation | County Highway | 7/28/2025 | 96.88 |
| ComEd | Utilities- Intersect Lighting | Transportation | County Highway | 7/28/2025 | 68.13 |
| ComEd | Utilities- Intersect Lighting | Transportation | County Highway | 7/28/2025 | 42.51 |
| ComEd | Utilities- Intersect Lighting | Transportation | County Highway | 7/28/2025 | 8.81 |
| ComEd | Utilities- Intersect Lighting | Transportation | County Highway | 7/28/2025 | 8.15 |
| ComEd | Utilities- Intersect Lighting | Transportation | County Highway | 7/28/2025 | 45.15 |
| ComEd | Utilities- Intersect Lighting | Transportation | County Highway | 7/28/2025 | 43.52 |
| ComEd | Utilities- Intersect Lighting | Transportation | County Highway | 7/28/2025 | 11.29 |
| ComEd | Utilities- Intersect Lighting | Transportation | County Highway | 7/28/2025 | 85.44 |
| ComEd | Utilities- Intersect Lighting | Transportation | County Highway | 7/28/2025 | 6.90 |
| City of Batavia | Utilities- Intersect Lighting | Transportation | County Highway | 7/28/2025 | 72.63 |
| City of Batavia | Utilities- Intersect Lighting | Transportation | County Highway | 7/28/2025 | 92.23 |
| City of Batavia | Utilities- Intersect Lighting | Transportation | County Highway | 7/28/2025 | 65.9 |
| City of Batavia | Utilities- Intersect Lighting | Transportation | County Highway | 7/28/2025 | 81.4 |

| VENDOR | NATURE OF CLAIM | OFFICE / DEPARTMENT | FUND | DATE PAID | AMOUNT PAID |
|---|---|---|---|---|---|
| Workday, Inc. | Computer Software- Capital | Transportation | County Highway | 7/28/2025 | 4,080.00 |
| Byrne Software Technologies, Inc. | Computer Software- Capital | Transportation | County Highway | 7/28/2025 | 770.00 |
| HR GREEN Inc (formerly SEC GROUP Inc) | Bridge Inspection | Transportation | County Bridge | 7/14/2025 | 16,904.02 |
| Suburban Teamsters of Northern Illinois | Teamsters Contribution | Transportation | Motor Fuel Tax | 7/28/2025 | 56,608.00 |
| BLA, Inc. | Engineering Services | Transportation | Motor Fuel Tax | 7/14/2025 | 5,521.53 |
| BLA, Inc. | Engineering Services | Transportation | Motor Fuel Tax | 7/28/2025 | 69,311.43 |
| HR GREEN Inc (formerly SEC GROUP Inc) | Engineering Services | Transportation | Motor Fuel Tax | 7/28/2025 | 18,006.94 |
| HR GREEN Inc (formerly SEC GROUP Inc) | Engineering Services | Transportation | Motor Fuel Tax | 7/28/2025 | 42,201.93 |
| HR GREEN Inc (formerly SEC GROUP Inc) | Engineering Services | Transportation | Motor Fuel Tax | 7/28/2025 | 15,932.54 |
| HR GREEN Inc (formerly SEC GROUP Inc) | Engineering Services | Transportation | Motor Fuel Tax | 7/28/2025 | 11,138.67 |
| Builders Paving, LLC | Repairs and Maint- Resurfacing | Transportation | Motor Fuel Tax | 7/14/2025 | 147,699.93 |
| ACR Reporting, LLP | Highway Right of Way | Transportation | County Highway Matching | 7/28/2025 | 302.00 |
| Thomas Engineering Group, LLC | Engineering Services | Transportation | Motor Fuel Local Option | 7/28/2025 | 8,593.77 |
| Martam Construction, Inc. | Repairs and Maintenance- Bridges | Transportation | Motor Fuel Local Option | 7/28/2025 | 147,478.95 |
| A Discount T | Uniform Supplies | Transportation | Motor Fuel Local Option | 7/14/2025 | 350.00 |
| Cintas Corporation | Uniform Supplies | Transportation | Motor Fuel Local Option | 7/14/2025 | 267.65 |
| Cintas Corporation | Uniform Supplies | Transportation | Motor Fuel Local Option | 7/14/2025 | 261.90 |
| Cintas Corporation | Uniform Supplies | Transportation | Motor Fuel Local Option | 7/14/2025 | 261.90 |
| Cintas Corporation | Uniform Supplies | Transportation | Motor Fuel Local Option | 7/28/2025 | 261.90 |
| Cintas Corporation | Uniform Supplies | Transportation | Motor Fuel Local Option | 7/28/2025 | 261.90 |
| A Discount T | Uniform Supplies | Transportation | Motor Fuel Local Option | 7/28/2025 | 1,260.00 |
| AGSCO Corporation | Vehicle Parts/Supplies | Transportation | Motor Fuel Local Option | 7/14/2025 | 4,515.00 |
| Brad Manning Ford, Inc. | Vehicle Parts/Supplies | Transportation | Motor Fuel Local Option | 7/14/2025 | 876.96 |
| Brad Manning Ford, Inc. | Vehicle Parts/Supplies | Transportation | Motor Fuel Local Option | 7/14/2025 | -441.80 |
| D&A Powertrain Components Inc dba Aurora Truck Ctr | Vehicle Parts/Supplies | Transportation | Motor Fuel Local Option | 7/14/2025 | 1,312.58 |
| Elburn NAPA, Inc. dba North Aurora NAPA | Vehicle Parts/Supplies | Transportation | Motor Fuel Local Option | 7/14/2025 | 531.96 |
| Elburn NAPA, Inc. dba North Aurora NAPA | Vehicle Parts/Supplies | Transportation | Motor Fuel Local Option | 7/14/2025 | 443.58 |
| Elburn NAPA, Inc. dba North Aurora NAPA | Vehicle Parts/Supplies | Transportation | Motor Fuel Local Option | 7/14/2025 | 44.81 |
| Elburn NAPA, Inc. dba North Aurora NAPA | Vehicle Parts/Supplies | Transportation | Motor Fuel Local Option | 7/14/2025 | 460.19 |
| Elburn NAPA, Inc. dba North Aurora NAPA | Vehicle Parts/Supplies | Transportation | Motor Fuel Local Option | 7/14/2025 | 36.10 |
| Elburn NAPA, Inc. dba North Aurora NAPA | Vehicle Parts/Supplies | Transportation | Motor Fuel Local Option | 7/14/2025 | 164.32 |
| Liberty Tire Recycling Holdco, LLC | Vehicle Parts/Supplies | Transportation | Motor Fuel Local Option | 7/14/2025 | 734.25 |
| NAPCO Steel, Inc. | Vehicle Parts/Supplies | Transportation | Motor Fuel Local Option | 7/14/2025 | 260.00 |
| Patents Holding Co, Inc. dba The Pipeknife Co. | Vehicle Parts/Supplies | Transportation | Motor Fuel Local Option | 7/14/2025 | 3,146.95 |
| Patson, Inc. dba TransChicago Truck Group | Vehicle Parts/Supplies | Transportation | Motor Fuel Local Option | 7/14/2025 | 111.56 |
| Patson, Inc. dba TransChicago Truck Group | Vehicle Parts/Supplies | Transportation | Motor Fuel Local Option | 7/14/2025 | 512.98 |
| Patson, Inc. dba TransChicago Truck Group | Vehicle Parts/Supplies | Transportation | Motor Fuel Local Option | 7/14/2025 | 259.23 |
| PetroChoice Holdings, Inc. dba PetroChoice, LLC | Vehicle Parts/Supplies | Transportation | Motor Fuel Local Option | 7/14/2025 | 513.45 |
| Rush Truck Centers of Illinois, Inc. | Vehicle Parts/Supplies | Transportation | Motor Fuel Local Option | 7/28/2025 | 616.29 |
| Via Carlita, LLC dba Hawk Ford St. Charles | Vehicle Parts/Supplies | Transportation | Motor Fuel Local Option | 7/28/2025 | 144.30 |
| Via Carlita, LLC dba Hawk Ford St. Charles | Vehicle Parts/Supplies | Transportation | Motor Fuel Local Option | 7/28/2025 | 188.59 |
| Via Carlita, LLC dba Hawk Ford St. Charles | Vehicle Parts/Supplies | Transportation | Motor Fuel Local Option | 7/28/2025 | 253.70 |
| Wholesale Direct Inc | Vehicle Parts/Supplies | Transportation | Motor Fuel Local Option | 7/28/2025 | 753.44 |
| Zoro | Vehicle Parts/Supplies | Transportation | Motor Fuel Local Option | 7/28/2025 | 83.27 |
| Patson, Inc. dba TransChicago Truck Group | Vehicle Parts/Supplies | Transportation | Motor Fuel Local Option | 7/28/2025 | 187.62 |
| Patson, Inc. dba TransChicago Truck Group | Vehicle Parts/Supplies | Transportation | Motor Fuel Local Option | 7/28/2025 | 34.70 |
| Elburn NAPA, Inc. dba North Aurora NAPA | Vehicle Parts/Supplies | Transportation | Motor Fuel Local Option | 7/28/2025 | 315.36 |
| Elburn NAPA, Inc. dba North Aurora NAPA | Vehicle Parts/Supplies | Transportation | Motor Fuel Local Option | 7/28/2025 | 106.71 |
| Elburn NAPA, Inc. dba North Aurora NAPA | Vehicle Parts/Supplies | Transportation | Motor Fuel Local Option | 7/28/2025 | 25.44 |
| Elburn NAPA, Inc. dba North Aurora NAPA | Vehicle Parts/Supplies | Transportation | Motor Fuel Local Option | 7/28/2025 | 154.00 |
| JP Morgan Chase Bank N.A. | Vehicle Parts/Supplies | Transportation | Motor Fuel Local Option | 7/28/2025 | 3,820.67 |
| Keystone Automotive Industries | Vehicle Parts/Supplies | Transportation | Motor Fuel Local Option | 7/28/2025 | 659.22 |
| Keystone Automotive Industries | Vehicle Parts/Supplies | Transportation | Motor Fuel Local Option | 7/28/2025 | 35.04 |
| 1st Ayd Corp. | Equipment Parts/Supplies | Transportation | Motor Fuel Local Option | 7/14/2025 | 693.58 |
| Arends Hogan Walker, LLC (AHW LLC) | Equipment Parts/Supplies | Transportation | Motor Fuel Local Option | 7/14/2025 | 146.22 |
| Arends Hogan Walker, LLC (AHW LLC) | Equipment Parts/Supplies | Transportation | Motor Fuel Local Option | 7/14/2025 | 121.7[illegible] |
| Arends Hogan Walker, LLC (AHW LLC) | Equipment Parts/Supplies | Transportation | Motor Fuel Local Option | 7/14/2025 | 512.9 |

| VENDOR | NATURE OF CLAIM | OFFICE / DEPARTMENT | FUND | DATE PAID | AMOUNT PAID |
|---|---|---|---|---|---|
| Elburn NAPA, Inc. dba North Aurora NAPA | Equipment Parts/Supplies | Transportation | Motor Fuel Local Option | 7/14/2025 | 24.69 |
| Priority Products, Inc. | Equipment Parts/Supplies | Transportation | Motor Fuel Local Option | 7/14/2025 | 583.59 |
| Priority Products, Inc. | Equipment Parts/Supplies | Transportation | Motor Fuel Local Option | 7/14/2025 | 416.38 |
| Priority Products, Inc. | Equipment Parts/Supplies | Transportation | Motor Fuel Local Option | 7/14/2025 | 67.69 |
| Priority Products, Inc. | Equipment Parts/Supplies | Transportation | Motor Fuel Local Option | 7/14/2025 | 740.94 |
| Cylinder Services, Inc. | Equipment Parts/Supplies | Transportation | Motor Fuel Local Option | 7/14/2025 | 265.87 |
| DeKane Equipment Corp | Equipment Parts/Supplies | Transportation | Motor Fuel Local Option | 7/14/2025 | 772.85 |
| Kennametal, Inc. | Equipment Parts/Supplies | Transportation | Motor Fuel Local Option | 7/14/2025 | 10,500.56 |
| Keystone Automotive Industries | Equipment Parts/Supplies | Transportation | Motor Fuel Local Option | 7/28/2025 | 877.83 |
| DeKane Equipment Corp | Equipment Parts/Supplies | Transportation | Motor Fuel Local Option | 7/28/2025 | 146.72 |
| Federal Signal Corporation dba Standard Equipment | Equipment Parts/Supplies | Transportation | Motor Fuel Local Option | 7/28/2025 | 142.68 |
| Federal Signal Corporation dba Standard Equipment | Equipment Parts/Supplies | Transportation | Motor Fuel Local Option | 7/28/2025 | -98.62 |
| Finkbiner Equipment Co. Inc. | Equipment Parts/Supplies | Transportation | Motor Fuel Local Option | 7/28/2025 | 76.39 |
| JP Morgan Chase Bank N.A. | Equipment Parts/Supplies | Transportation | Motor Fuel Local Option | 7/28/2025 | 1,228.79 |
| Arends Hogan Walker, LLC (AHW LLC) | Equipment Parts/Supplies | Transportation | Motor Fuel Local Option | 7/28/2025 | 128.78 |
| Airgas North Central, Inc. | Equipment Parts/Supplies | Transportation | Motor Fuel Local Option | 7/28/2025 | 195.20 |
| Brian Platou dba BP Tools, LLC | Tools | Transportation | Motor Fuel Local Option | 7/14/2025 | 153.95 |
| JP Morgan Chase Bank N.A. | Tools | Transportation | Motor Fuel Local Option | 7/28/2025 | 1,434.00 |
| Builders Asphalt, LLC | Road Material | Transportation | Motor Fuel Local Option | 7/14/2025 | 248.40 |
| Prime Tack & Seal Co. | Road Material | Transportation | Motor Fuel Local Option | 7/14/2025 | 689.23 |
| Welch Bros, Inc. | Road Material | Transportation | Motor Fuel Local Option | 7/14/2025 | 102.34 |
| Menards, Inc. | Road Material | Transportation | Motor Fuel Local Option | 7/14/2025 | 19.98 |
| Menards, Inc. | Road Material | Transportation | Motor Fuel Local Option | 7/28/2025 | 67.12 |
| Menards, Inc. | Road Material | Transportation | Motor Fuel Local Option | 7/28/2025 | 80.32 |
| Zoro | Road Material | Transportation | Motor Fuel Local Option | 7/28/2025 | 96.79 |
| Zoro | Road Material | Transportation | Motor Fuel Local Option | 7/28/2025 | 166.56 |
| Creekside Compost, LLC | Road Material | Transportation | Motor Fuel Local Option | 7/28/2025 | 291.90 |
| H&H Electric Co. | Utilities- Intersect Lighting | Transportation | Motor Fuel Local Option | 7/28/2025 | 2,231.97 |
| H&H Electric Co. | Utilities- Intersect Lighting | Transportation | Motor Fuel Local Option | 7/28/2025 | 1,178.23 |
| H&H Electric Co. | Utilities- Intersect Lighting | Transportation | Motor Fuel Local Option | 7/28/2025 | 40,405.61 |
| H&H Electric Co. | Utilities- Intersect Lighting | Transportation | Motor Fuel Local Option | 7/28/2025 | 415.70 |
| H&H Electric Co. | Utilities- Intersect Lighting | Transportation | Motor Fuel Local Option | 7/28/2025 | 8,305.74 |
| H&H Electric Co. | Utilities- Intersect Lighting | Transportation | Motor Fuel Local Option | 7/28/2025 | 5,822.82 |
| JP Morgan Chase Bank N.A. | Fuel- Vehicles | Transportation | Motor Fuel Local Option | 7/28/2025 | 122.89 |
| Alfred Benesch & Co | Engineering Services | Transportation | Transportation Sales Tax | 7/14/2025 | 7,553.84 |
| CIORBA Group, Inc. | Engineering Services | Transportation | Transportation Sales Tax | 7/14/2025 | 27,213.00 |
| Crawford Murphy & Tilly Inc (CMT) | Engineering Services | Transportation | Transportation Sales Tax | 7/14/2025 | 19,362.87 |
| Crawford Murphy & Tilly Inc (CMT) | Engineering Services | Transportation | Transportation Sales Tax | 7/14/2025 | 6,520.37 |
| HDR Engineering, Inc. | Engineering Services | Transportation | Transportation Sales Tax | 7/28/2025 | 6,119.69 |
| HDR Engineering, Inc. | Engineering Services | Transportation | Transportation Sales Tax | 7/28/2025 | 2,950.87 |
| Huff & Huff, Inc. | Engineering Services | Transportation | Transportation Sales Tax | 7/28/2025 | 11,586.80 |
| Kimley-Horn & Associates, Inc. | Engineering Services | Transportation | Transportation Sales Tax | 7/28/2025 | 16,063.79 |
| Kimley-Horn & Associates, Inc. | Engineering Services | Transportation | Transportation Sales Tax | 7/28/2025 | 39,530.36 |
| Kimley-Horn & Associates, Inc. | Engineering Services | Transportation | Transportation Sales Tax | 7/28/2025 | 22,103.80 |
| Kimley-Horn & Associates, Inc. | Engineering Services | Transportation | Transportation Sales Tax | 7/28/2025 | 7,753.60 |
| Peralte-Clark, LLC | Engineering Services | Transportation | Transportation Sales Tax | 7/28/2025 | 4,981.82 |
| Peralte-Clark, LLC | Engineering Services | Transportation | Transportation Sales Tax | 7/28/2025 | 4,879.11 |
| Trilon Group Holdings, LLC dba Gonzalez Companies | Engineering Services | Transportation | Transportation Sales Tax | 7/28/2025 | 6,996.46 |
| Trilon Group Holdings, LLC dba Gonzalez Companies | Engineering Services | Transportation | Transportation Sales Tax | 7/28/2025 | 27,231.89 |
| Baxter & Woodman, Inc. | Engineering Services | Transportation | Transportation Sales Tax | 7/28/2025 | 3,922.68 |
| Burns & McDonnell Engineering Co | Engineering Services | Transportation | Transportation Sales Tax | 7/28/2025 | 23,663.33 |
| Christopher B. Burke Engineering, Ltd. | Engineering Services | Transportation | Transportation Sales Tax | 7/28/2025 | 22,438.95 |
| Chapman & Cutler, LLP | Contractual/Consulting Services | Transportation | Transportation Sales Tax | 7/14/2025 | 14,500.00 |
| PACE Suburban Bus | External Grants | Transportation | Transportation Sales Tax | 7/14/2025 | 17,153.32 |
| PACE Suburban Bus | External Grants | Transportation | Transportation Sales Tax | 7/14/2025 | 147.29 |
| PACE Suburban Bus | External Grants | Transportation | Transportation Sales Tax | 7/14/2025 | 131,511.8[illegible] |
| PACE Suburban Bus | External Grants | Transportation | Transportation Sales Tax | 7/14/2025 | 331.4 |

| VENDOR | NATURE OF CLAIM | OFFICE / DEPARTMENT | FUND | DATE PAID | AMOUNT PAID |
|---|---|---|---|---|---|
| PACE Suburban Bus | External Grants | Transportation | Transportation Sales Tax | 7/14/2025 | 139,112.24 |
| State of Illinois Treasurer - IDOT | Road Construction | Transportation | Transportation Sales Tax | 7/28/2025 | 949,625.89 |
| Chicago Title Company, LLC | Highway Right of Way | Transportation | Transportation Sales Tax | 7/14/2025 | 50.00 |
| Ottosen, DiNolfo, Hasenbalg & Castaldo, LTD | Highway Right of Way | Transportation | Transportation Sales Tax | 7/14/2025 | 5,850.00 |
| Ottosen, DiNolfo, Hasenbalg & Castaldo, LTD | Highway Right of Way | Transportation | Transportation Sales Tax | 7/14/2025 | 350.00 |
| Propio LS, LLC | Contractual/Consulting Services | Health | County Health | 7/28/2025 | 75.00 |
| Propio LS, LLC | Contractual/Consulting Services | Health | County Health | 7/28/2025 | 77.17 |
| Propio LS, LLC | Contractual/Consulting Services | Health | County Health | 7/28/2025 | 721.58 |
| Stericycle, Inc. | Disposal and Water Softener Srvs | Health | County Health | 7/28/2025 | 90.46 |
| Eco Clean Maintenance, Inc. | Janitorial Services | Health | County Health | 7/28/2025 | 746.00 |
| Gerald Ford, Inc. | Repairs and Maint- Vehicles | Health | County Health | 7/28/2025 | 669.94 |
| Gordon Flesch Company, Inc. | Repairs and Maint- Office Equip | Health | County Health | 7/28/2025 | 253.00 |
| Impact Networking, LLC | Repairs and Maint- Office Equip | Health | County Health | 7/28/2025 | 119.90 |
| Impact Networking, LLC | Repairs and Maint- Office Equip | Health | County Health | 7/28/2025 | 343.20 |
| JP Morgan Chase Bank N.A. | Conferences and Meetings | Health | County Health | 7/28/2025 | -150.00 |
| Marvin E. Lindsey | Employee Training | Health | County Health | 7/28/2025 | 400.00 |
| JP Morgan Chase Bank N.A. | Operating Supplies | Health | County Health | 7/28/2025 | 3,483.36 |
| Feece Oil Company | Fuel- Vehicles | Health | County Health | 7/28/2025 | 40.07 |
| Feece Oil Company | Fuel- Vehicles | Health | County Health | 7/28/2025 | 20.06 |
| Feece Oil Company | Fuel- Vehicles | Health | County Health | 7/28/2025 | 20.17 |
| Feece Oil Company | Fuel- Vehicles | Health | County Health | 7/28/2025 | 29.51 |
| Feece Oil Company | Fuel- Vehicles | Health | County Health | 7/28/2025 | 21.62 |
| Feece Oil Company | Fuel- Vehicles | Health | County Health | 7/28/2025 | 25.41 |
| Catherine Marshall | Conferences and Meetings | Health | County Health | 7/28/2025 | 28.00 |
| 4Imprint, Inc. | Operating Supplies | Health | County Health | 7/28/2025 | 680.04 |
| Amazon Capital Services Inc | Operating Supplies | Health | County Health | 7/28/2025 | 326.59 |
| Amazon Capital Services Inc | Operating Supplies | Health | County Health | 7/28/2025 | 858.00 |
| Amazon Capital Services Inc | Operating Supplies | Health | County Health | 7/28/2025 | 179.00 |
| Amazon Capital Services Inc | Operating Supplies | Health | County Health | 7/28/2025 | 41.18 |
| Amazon Capital Services Inc | Operating Supplies | Health | County Health | 7/28/2025 | 527.16 |
| Amazon Capital Services Inc | Operating Supplies | Health | County Health | 7/28/2025 | 979.51 |
| JP Morgan Chase Bank N.A. | Operating Supplies | Health | County Health | 7/28/2025 | 2,467.97 |
| JP Morgan Chase Bank N.A. | Employee Mileage Expense | Health | County Health | 7/28/2025 | 246.40 |
| JP Morgan Chase Bank N.A. | Operating Supplies | Health | County Health | 7/28/2025 | 826.00 |
| Cheryl Kane | Employee Mileage Expense | Health | County Health | 7/28/2025 | 269.99 |
| Cheryl Kane | Employee Mileage Expense | Health | County Health | 7/28/2025 | 176.40 |
| JP Morgan Chase Bank N.A. | Contractual/Consulting Services | Health | County Health | 7/28/2025 | 119.40 |
| Amazon Capital Services Inc | Operating Supplies | Health | County Health | 7/28/2025 | 19.99 |
| JP Morgan Chase Bank N.A. | Operating Supplies | Health | County Health | 7/28/2025 | 1,290.00 |
| 4Imprint, Inc. | Employee Training | Health | County Health | 7/28/2025 | 3,672.79 |
| JP Morgan Chase Bank N.A. | Operating Supplies | Health | County Health | 7/28/2025 | 3,000.00 |
| Amazon Capital Services Inc | Operating Supplies | Health | County Health | 7/28/2025 | 9.49 |
| Amazon Capital Services Inc | Operating Supplies | Health | County Health | 7/28/2025 | 972.57 |
| Amazon Capital Services Inc | Operating Supplies | Health | County Health | 7/28/2025 | 92.19 |
| Amazon Capital Services Inc | Operating Supplies | Health | County Health | 7/28/2025 | 966.95 |
| Burnidge Properties, LTD | Building Space Rental | Health | County Health | 7/28/2025 | 1,111.07 |
| Adam Brill | Employee Mileage Expense | Health | County Health | 7/28/2025 | 389.90 |
| Adam Brill | Employee Mileage Expense | Health | County Health | 7/28/2025 | 368.97 |
| Neal Molnar | Employee Mileage Expense | Health | County Health | 7/28/2025 | 144.20 |
| Neal Molnar | Employee Mileage Expense | Health | County Health | 7/28/2025 | 96.60 |
| Neal Molnar | Employee Mileage Expense | Health | County Health | 7/28/2025 | 97.30 |
| Jasmine Navarro | Employee Mileage Expense | Health | County Health | 7/28/2025 | 170.59 |
| Noelle Salazar | Employee Mileage Expense | Health | County Health | 7/28/2025 | 163.80 |
| Noelle Salazar | Employee Mileage Expense | Health | County Health | 7/28/2025 | 46.20 |
| Jennifer Schelstreet | Employee Mileage Expense | Health | County Health | 7/28/2025 | 364.00 |
| Jennifer Schelstreet | Employee Mileage Expense | Health | County Health | 7/28/2025 | 223.3 |
| William Thwaits | Employee Mileage Expense | Health | County Health | 7/28/2025 | 155.9 |

| VENDOR | NATURE OF CLAIM | OFFICE / DEPARTMENT | FUND | DATE PAID | AMOUNT PAID |
|---|---|---|---|---|---|
| Amazon Capital Services Inc | Operating Supplies | Health | County Health | 7/28/2025 | 134.98 |
| JP Morgan Chase Bank N.A. | Operating Supplies | Health | County Health | 7/28/2025 | 333.06 |
| Katie Glomp | Employee Mileage Expense | Health | County Health | 7/28/2025 | 40.88 |
| Midwest Environmental Consulting Services, Inc. | Contractual/Consulting Services | Health | County Health | 7/28/2025 | 2,200.00 |
| Amazon Capital Services Inc | Medical Supplies and Drugs | Health | County Health | 7/28/2025 | 33.93 |
| Cardinal Health, Inc. dba Cardinal Health 110, LLC | Medical Supplies and Drugs | Health | County Health | 7/28/2025 | 3,769.47 |
| Amazon Capital Services Inc | Operating Supplies | Health | County Health | 7/28/2025 | 359.36 |
| Amazon Capital Services Inc | Equipment < $1000 | Health | County Health | 7/28/2025 | 300.00 |
| Leticia Diaz | Contractual/Consulting Services | Health | County Health | 7/28/2025 | 100.00 |
| Marisol Luna | Contractual/Consulting Services | Health | County Health | 7/28/2025 | 628.00 |
| Silvia Yolanda Martinez | Contractual/Consulting Services | Health | County Health | 7/28/2025 | 628.00 |
| Liliana Olayo | Contractual/Consulting Services | Health | County Health | 7/28/2025 | 92.00 |
| Sendy Vazquez Rios | Contractual/Consulting Services | Health | County Health | 7/28/2025 | 345.00 |
| Berenice Tapia Mira | Contractual/Consulting Services | Health | County Health | 7/28/2025 | 230.00 |
| Ana Ruth Umana Calderon | Contractual/Consulting Services | Health | County Health | 7/28/2025 | 345.00 |
| Maria Leon | Employee Mileage Expense | Health | County Health | 7/28/2025 | 156.73 |
| Jennifer Lozada | Employee Mileage Expense | Health | County Health | 7/28/2025 | 88.62 |
| JP Morgan Chase Bank N.A. | Operating Supplies | Health | County Health | 7/28/2025 | 44.00 |
| Sharon Cabrera | Employee Mileage Expense | Health | County Health | 7/28/2025 | 90.86 |
| 4Imprint, Inc. | Operating Supplies | Health | County Health | 7/28/2025 | 729.76 |
| JP Morgan Chase Bank N.A. | Operating Supplies | Health | County Health | 7/28/2025 | 60.00 |
| Carla C. Diez | Employee Mileage Expense | Health | County Health | 7/28/2025 | 222.04 |
| Erin T. Gasim | Employee Mileage Expense | Health | County Health | 7/28/2025 | 80.43 |
| Erin T. Gasim | Employee Mileage Expense | Health | County Health | 7/28/2025 | 127.61 |
| JP Morgan Chase Bank N.A. | Operating Supplies | Health | County Health | 7/28/2025 | 95.80 |
| Amazon Capital Services Inc | Operating Supplies | Health | County Health | 7/28/2025 | 675.00 |
| Roskuszka & Sons dba Wallys Printing | Operating Supplies | Health | County Health | 7/28/2025 | 56.00 |
| Weingart Design dba Noodle Soup | Operating Supplies | Health | County Health | 7/28/2025 | 220.00 |
| Nelly Paredes | Contractual/Consulting Services | Health | County Health | 7/14/2025 | 360.00 |
| Nelly Paredes | Contractual/Consulting Services | Health | County Health | 7/28/2025 | 360.00 |
| Edith Pelcastre | Contractual/Consulting Services | Health | County Health | 7/28/2025 | 360.00 |
| Sendy Vazquez Rios | Contractual/Consulting Services | Health | County Health | 7/28/2025 | 360.00 |
| Erika Araceli Rivera Rodriguez | Contractual/Consulting Services | Health | County Health | 7/28/2025 | 360.00 |
| Tamaya Counseling Center, PLLC | Contractual/Consulting Services | Health | County Health | 7/28/2025 | 150.00 |
| Berenice Tapia Mira | Contractual/Consulting Services | Health | County Health | 7/28/2025 | 360.00 |
| Ana Ruth Umana Calderon | Contractual/Consulting Services | Health | County Health | 7/28/2025 | 360.00 |
| Zor Zapata Facepainting, LLC | Contractual/Consulting Services | Health | County Health | 7/28/2025 | 360.00 |
| Maria De Lourdes Arellano | Contractual/Consulting Services | Health | County Health | 7/28/2025 | 360.00 |
| Teresa Banda | Contractual/Consulting Services | Health | County Health | 7/28/2025 | 360.00 |
| Nisela A. Bermudez Wilhelm | Contractual/Consulting Services | Health | County Health | 7/28/2025 | 360.00 |
| Nisela A. Bermudez Wilhelm | Contractual/Consulting Services | Health | County Health | 7/28/2025 | 391.00 |
| Maria I. Gamino | Contractual/Consulting Services | Health | County Health | 7/28/2025 | 360.00 |
| Lucila Lopez Parra | Contractual/Consulting Services | Health | County Health | 7/28/2025 | 360.00 |
| Marisol Luna | Contractual/Consulting Services | Health | County Health | 7/28/2025 | 360.00 |
| Deneb Miriam Marin Vasquez | Contractual/Consulting Services | Health | County Health | 7/28/2025 | 360.00 |
| Yesenia Mendoza | Contractual/Consulting Services | Health | County Health | 7/28/2025 | 360.00 |
| Liliana Olayo | Contractual/Consulting Services | Health | County Health | 7/28/2025 | 360.00 |
| Uchenna S. Onwuta | Employee Training | Health | County Health | 7/28/2025 | 28.91 |
| Sarwar Mahmood | Employee Mileage Expense | Health | County Health | 7/28/2025 | 28.28 |
| Jasmine Walker | Employee Mileage Expense | Health | County Health | 7/28/2025 | 56.00 |
| Susan R Mrazek | Employee Mileage Expense | Health | County Health | 7/28/2025 | 38.35 |
| Nurse-Family Partnership | Employee Training | Health | Kane Kares | 7/28/2025 | 1,758.90 |
| Heliana Alcaraz | Employee Mileage Expense | Health | Kane Kares | 7/28/2025 | 11.76 |
| Amazon Capital Services Inc | Operating Supplies | Health | Kane Kares | 7/14/2025 | 55.00 |
| Amazon Capital Services Inc | Operating Supplies | Health | Kane Kares | 7/28/2025 | 338.37 |
| Amazon Capital Services Inc | Operating Supplies | Health | Kane Kares | 7/28/2025 | 2,661.9[illegible] |
| Injoy Productions, Inc. dba Injoy Health Education | Operating Supplies | Health | Kane Kares | 7/28/2025 | 1,514.0 |

| VENDOR | NATURE OF CLAIM | OFFICE / DEPARTMENT | FUND | DATE PAID | AMOUNT PAID |
|---|---|---|---|---|---|
| JP Morgan Chase Bank N.A. | Operating Supplies | Health | Kane Kares | 7/28/2025 | 493.94 |
| Roskuszka & Sons dba Wallys Printing | Operating Supplies | Health | Kane Kares | 7/28/2025 | 133.00 |
| Roskuszka & Sons dba Wallys Printing | Operating Supplies | Health | Kane Kares | 7/28/2025 | 80.00 |
| Laura Barrett | Employee Training | Health | Kane Kares | 7/28/2025 | 50.00 |
| Isabel Garcia | Employee Mileage Expense | Health | Kane Kares | 7/14/2025 | 62.57 |
| Isabel Garcia | Employee Mileage Expense | Health | Kane Kares | 7/28/2025 | 19.74 |
| Laura Barrett | Employee Mileage Expense | Health | Kane Kares | 7/28/2025 | 253.47 |
| Weingart Design dba Noodle Soup | Operating Supplies | Health | Kane Kares | 7/28/2025 | 470.80 |
| Burnidge Properties, LTD | Building Space Rental | Health | Kane Kares | 7/28/2025 | 1,838.40 |
| 4Imprint, Inc. | Operating Supplies | Health | Kane Kares | 7/28/2025 | 301.32 |
| TriCity Family Services | Contractual/Consulting Services | Health | American Rescue Plan | 7/14/2025 | 25,090.62 |
| City of Elgin | Contractual/Consulting Services | Health | American Rescue Plan | 7/14/2025 | 65,000.00 |
| Family Counseling Services of Aurora | Contractual/Consulting Services | Health | American Rescue Plan | 7/28/2025 | 58,664.24 |
| Family Guidance Centers, Inc. | Contractual/Consulting Services | Health | American Rescue Plan | 7/28/2025 | 14,673.62 |
| Family Guidance Centers, Inc. | Contractual/Consulting Services | Health | American Rescue Plan | 7/28/2025 | 10,886.79 |
| Family Recovery Centers, PLLC | Contractual/Consulting Services | Health | American Rescue Plan | 7/28/2025 | 4,177.98 |
| Family Service Association of Greater Elgin Area | Contractual/Consulting Services | Health | American Rescue Plan | 7/28/2025 | 8,033.15 |
| Jasculca Terman Strategic Communications | Contractual/Consulting Services | Health | American Rescue Plan | 7/28/2025 | 11,250.00 |
| Mathers Clinic, LLC | Contractual/Consulting Services | Health | American Rescue Plan | 7/28/2025 | 19,863.97 |
| Mathers Recovery, LLC | Contractual/Consulting Services | Health | American Rescue Plan | 7/28/2025 | 23,727.83 |
| Two Rivers Head Start Agency | Contractual/Consulting Services | Health | American Rescue Plan | 7/28/2025 | 6,635.00 |
| Youth Outlook | Contractual/Consulting Services | Health | American Rescue Plan | 7/28/2025 | 2,297.09 |
| Youth Outlook | Contractual/Consulting Services | Health | American Rescue Plan | 7/28/2025 | 250.00 |
| Sarah A. Mendoza | Operating Supplies | Health | American Rescue Plan | 7/28/2025 | 31.85 |
| Roskuszka & Sons dba Wallys Printing | Operating Supplies | Health | American Rescue Plan | 7/28/2025 | 359.00 |
| ACME Auto Leasing, LLC | Contractual/Consulting Services | Other- Countywide Expenses | American Rescue Plan | 7/14/2025 | 1,578.00 |
| AmaOli, PLLC dba Luna Behavioral Health Center | Counseling Services | Other- Countywide Expenses | American Rescue Plan | 7/14/2025 | 3,500.00 |
| AmaOli, PLLC dba Luna Behavioral Health Center | Counseling Services | Other- Countywide Expenses | American Rescue Plan | 7/14/2025 | 2,875.00 |
| Teyolia, LLC | Counseling Services | Other- Countywide Expenses | American Rescue Plan | 7/14/2025 | 1,125.00 |
| Julie Turner, MSW | Counseling Services | Other- Countywide Expenses | American Rescue Plan | 7/28/2025 | 2,562.50 |
| Fulbuschel Farms, LLC | Contractual/Consulting Services | Other- Countywide Expenses | American Rescue Plan | 7/14/2025 | 4,343.63 |
| Klein's Quality Produce, LLC | Contractual/Consulting Services | Other- Countywide Expenses | American Rescue Plan | 7/14/2025 | 5,023.07 |
| 1 Source Mechanical, Inc. | Building Improvements | Other- Countywide Expenses | American Rescue Plan | 7/14/2025 | 221,700.60 |
| F.E. Moran, Inc. Mechanical Services | Building Improvements | Other- Countywide Expenses | American Rescue Plan | 7/14/2025 | 487,718.00 |
| Hartwig Mechanical, LLC | Building Improvements | Other- Countywide Expenses | American Rescue Plan | 7/14/2025 | 38,174.40 |
| Hartwig Mechanical, LLC | Building Improvements | Other- Countywide Expenses | American Rescue Plan | 7/14/2025 | 6,491.70 |
| Hartwig Mechanical, LLC | Building Improvements | Other- Countywide Expenses | American Rescue Plan | 7/14/2025 | 3,192.30 |
| Hartwig Mechanical, LLC | Building Improvements | Other- Countywide Expenses | American Rescue Plan | 7/14/2025 | 174,175.20 |
| Johnson Controls, Inc. | Building Improvements | Other- Countywide Expenses | American Rescue Plan | 7/14/2025 | 13,685.00 |
| Kluber, Inc. | Building Improvements | Other- Countywide Expenses | American Rescue Plan | 7/14/2025 | 10,661.90 |
| Kluber, Inc. | Building Improvements | Other- Countywide Expenses | American Rescue Plan | 7/14/2025 | 1,622.00 |
| PADS of Elgin, Inc. | External Grants | Other- Countywide Expenses | American Rescue Plan | 7/14/2025 | 9,475.00 |
| PADS of Elgin, Inc. | External Grants | Other- Countywide Expenses | American Rescue Plan | 7/14/2025 | 8,487.85 |
| PADS of Elgin, Inc. | External Grants | Other- Countywide Expenses | American Rescue Plan | 7/14/2025 | 10,078.55 |
| PADS of Elgin, Inc. | External Grants | Other- Countywide Expenses | American Rescue Plan | 7/14/2025 | 4,478.45 |
| Scientel Solutions, LLC | Contractual/Consulting Services | Other- Countywide Expenses | American Rescue Plan | 7/14/2025 | 8,877.96 |
| Scientel Solutions, LLC | Contractual/Consulting Services | Other- Countywide Expenses | American Rescue Plan | 7/14/2025 | 7,994.70 |
| Midwest Computer Products, Inc. | Computers | Other- Countywide Expenses | American Rescue Plan | 7/14/2025 | 33,467.74 |
| Clark Dietz, Inc. | Contractual/Consulting Services | Other- Countywide Expenses | American Rescue Plan | 7/28/2025 | 8,441.67 |
| Special Project Staffing dba The Salem Group | Contractual/Consulting Services | Other- Countywide Expenses | American Rescue Plan | 7/14/2025 | 1,237.60 |
| Special Project Staffing dba The Salem Group | Contractual/Consulting Services | Other- Countywide Expenses | American Rescue Plan | 7/14/2025 | 106.08 |
| Baxter & Woodman, Inc. | Contractual/Consulting Services | Other- Countywide Expenses | American Rescue Plan | 7/28/2025 | 8,041.25 |
| Miller, Hall & Triggs, LLC | Legal Services | Veterans' Commission | Veterans' Commission | 7/28/2025 | 261.00 |
| JP Morgan Chase Bank N.A. | Office Supplies | Veterans' Commission | Veterans' Commission | 7/28/2025 | 79.05 |
| Special Project Staffing dba The Salem Group | Contractual/Consulting Services | Information Technologies | Web Technical Services | 7/14/2025 | 882.00 |
| Special Project Staffing dba The Salem Group | Contractual/Consulting Services | Information Technologies | Web Technical Services | 7/14/2025 | 685.4 |
| Special Project Staffing dba The Salem Group | Contractual/Consulting Services | Information Technologies | Web Technical Services | 7/14/2025 | 705.6 |

| VENDOR | NATURE OF CLAIM | OFFICE / DEPARTMENT | FUND | DATE PAID | AMOUNT PAID |
|---|---|---|---|---|---|
| Special Project Staffing dba The Salem Group | Contractual/Consulting Services | Information Technologies | Web Technical Services | 7/14/2025 | 685.44 |
| Special Project Staffing dba The Salem Group | Contractual/Consulting Services | Information Technologies | Web Technical Services | 7/28/2025 | 882.00 |
| Special Project Staffing dba The Salem Group | Contractual/Consulting Services | Information Technologies | Web Technical Services | 7/28/2025 | 856.80 |
| Special Project Staffing dba The Salem Group | Contractual/Consulting Services | Information Technologies | Web Technical Services | 7/28/2025 | 705.60 |
| Special Project Staffing dba The Salem Group | Contractual/Consulting Services | Information Technologies | Web Technical Services | 7/28/2025 | 685.44 |
| Cassie Design | Contractual/Consulting Services | Information Technologies | Web Technical Services | 7/28/2025 | 1,950.00 |
| JP Morgan Chase Bank N.A. | Contractual/Consulting Services | Information Technologies | Web Technical Services | 7/28/2025 | 19.95 |
| Gilmore Marketing Concepts, Inc. dba GMCI Creative | Contractual/Consulting Services | Development | Economic Development | 7/28/2025 | 4,300.00 |
| JP Morgan Chase Bank N.A. | Contractual/Consulting Services | Development | Economic Development | 7/28/2025 | 95.48 |
| Ellen Kamps | Contractual/Consulting Services | Development | Economic Development | 7/28/2025 | 8,800.50 |
| New Venture Advisors, LLC | Contractual/Consulting Services | Development | Economic Development | 7/28/2025 | 15,000.00 |
| JP Morgan Chase Bank N.A. | Conferences and Meetings | Development | Economic Development | 7/28/2025 | 460.57 |
| Law Office of Gary M. Vanek, PC | Contractual/Consulting Services | Development | Economic Development | 7/14/2025 | 300.00 |
| Valley Sheltered Workshop | Contractual/Consulting Services | Development | Economic Development | 7/28/2025 | 1,897.52 |
| Spillane and Sons, LTD | Miscellaneous Contractual Exp | Development | Community Dev Block Program | 7/14/2025 | 13,310.26 |
| FedEx | Postage | Development | Community Dev Block Program | 7/14/2025 | 18.58 |
| Spillane and Sons, LTD | Miscellaneous Contractual Exp | Development | HOME Program | 7/14/2025 | 199,739.74 |
| Spillane and Sons, LTD | Miscellaneous Contractual Exp | Development | HOME Program | 7/14/2025 | 1,947.75 |
| Spillane and Sons, LTD | Miscellaneous Contractual Exp | Development | HOME Program | 7/28/2025 | 95,800.00 |
| Habitat for Humanity of Northern Fox Valley | Miscellaneous Contractual Exp | Development | HOME Program | 7/28/2025 | 31,930.52 |
| Pathways Community Network Institute | Contractual/Consulting Services | Development | Homeless Management Info Systems | 7/28/2025 | 2,919.81 |
| Geosyntec Consultants, Inc. | Contractual/Consulting Services | Development | Cost Share Drainage | 7/28/2025 | 4,705.00 |
| Habitat for Humanity of Northern Fox Valley | Miscellaneous Contractual Exp | Development | OCR & Recovery Act Programs | 7/28/2025 | 30,697.60 |
| Community Contacts, Inc. | Miscellaneous Contractual Exp | Development | Elgin CDBG | 7/28/2025 | 27,350.00 |
| Tisa M. Baum | Employee Mileage Expense | Development | Emergency Rental Assistance #2 | 7/28/2025 | 4.69 |
| Proper Title, LLC | Miscellaneous Contractual Exp | Development | Emergency Rental Assistance #2 | 7/14/2025 | 439,176.74 |
| Spillane and Sons, LTD | Miscellaneous Contractual Exp | Development | Emergency Rental Assistance #2 | 7/14/2025 | 69,000.00 |
| Spillane and Sons, LTD | Miscellaneous Contractual Exp | Development | Emergency Rental Assistance #2 | 7/28/2025 | 172,000.00 |
| Tisa M. Baum | Employee Mileage Expense | Development | Home - ARP | 7/28/2025 | 276.99 |
| Vikas Agrawal | Miscellaneous Contractual Exp | Development | Home - ARP | 7/28/2025 | 2,398.39 |
| Vikas Agrawal | Miscellaneous Contractual Exp | Development | Home - ARP | 7/28/2025 | 2,800.00 |
| Asumoni Property Management, LLC | Miscellaneous Contractual Exp | Development | Home - ARP | 7/28/2025 | 1,350.00 |
| Sarah J. Garcia | Miscellaneous Contractual Exp | Development | Home - ARP | 7/28/2025 | 2,470.00 |
| Willard E. Groth | Miscellaneous Contractual Exp | Development | Home - ARP | 7/28/2025 | 1,900.00 |
| J&C Business Services, LLC | Miscellaneous Contractual Exp | Development | Home - ARP | 7/28/2025 | 2,800.00 |
| Larry Daniel Larsen | Miscellaneous Contractual Exp | Development | Home - ARP | 7/28/2025 | 1,400.00 |
| Alberto Marmolejo | Miscellaneous Contractual Exp | Development | Home - ARP | 7/28/2025 | 1,395.00 |
| Milestone Real Estate, LLC | Miscellaneous Contractual Exp | Development | Home - ARP | 7/28/2025 | 975.00 |
| Milestone Real Estate, LLC | Miscellaneous Contractual Exp | Development | Home - ARP | 7/28/2025 | 975.00 |
| Preferred Home Realty dba Preferred Management | Miscellaneous Contractual Exp | Development | Home - ARP | 7/28/2025 | 950.00 |
| Preferred Home Realty dba Preferred Management | Miscellaneous Contractual Exp | Development | Home - ARP | 7/28/2025 | 900.00 |
| Preferred Home Realty dba Preferred Management | Miscellaneous Contractual Exp | Development | Home - ARP | 7/28/2025 | 1,500.00 |
| Preferred Home Realty dba Preferred Management | Miscellaneous Contractual Exp | Development | Home - ARP | 7/28/2025 | 3,500.00 |
| Preferred Home Realty dba Preferred Management | Miscellaneous Contractual Exp | Development | Home - ARP | 7/28/2025 | 2,654.00 |
| Alia Sarfraz | Miscellaneous Contractual Exp | Development | Home - ARP | 7/28/2025 | 1,350.00 |
| Alia Sarfraz | Miscellaneous Contractual Exp | Development | Home - ARP | 7/28/2025 | 2,090.00 |
| Scott R. Woeppel dba Elgin Rental Properties, LLC | Miscellaneous Contractual Exp | Development | Home - ARP | 7/28/2025 | 1,000.00 |
| Thompson Capital Investments, LLC | Miscellaneous Contractual Exp | Development | Home - ARP | 7/28/2025 | 2,260.00 |
| Thompson Capital Investments, LLC | Miscellaneous Contractual Exp | Development | Home - ARP | 7/28/2025 | 3,140.00 |
| Tridev Realty, LLC | Miscellaneous Contractual Exp | Development | Home - ARP | 7/28/2025 | 1,700.00 |
| UP Hanover Landing, LP | Miscellaneous Contractual Exp | Development | Home - ARP | 7/28/2025 | 1,051.00 |
| UP Hanover Landing, LP | Miscellaneous Contractual Exp | Development | Home - ARP | 7/28/2025 | 751.00 |
| UP Hanover Landing, LP | Miscellaneous Contractual Exp | Development | Home - ARP | 7/28/2025 | 1,051.00 |
| Todd R Von Ohlen | Miscellaneous Contractual Exp | Development | Home - ARP | 7/28/2025 | 1,250.00 |
| ENCAP, Inc. | Grant Pass Thru | Environmental Management | Stormwater Management | 7/28/2025 | 4,000.00 |
| ENCAP, Inc. | Grant Pass Thru | Environmental Management | Stormwater Management | 7/28/2025 | 22,617.0 |
| Hey & Associates, Inc. | Contractual/Consulting Services | Environmental Management | Stormwater Management | 7/28/2025 | 2,721.2 |

| VENDOR | NATURE OF CLAIM | OFFICE / DEPARTMENT | FUND | DATE PAID | AMOUNT PAID |
|---|---|---|---|---|---|
| Hey & Associates, Inc. | Contractual/Consulting Services | Environmental Management | Stormwater Management | 7/28/2025 | 6,052.50 |
| Hey & Associates, Inc. | Contractual/Consulting Services | Environmental Management | Stormwater Management | 7/28/2025 | 1,017.50 |
| Ellen Kamps | Contractual/Consulting Services | County Board | Farmland Preservation | 7/28/2025 | 2,025.00 |
| Ellen Kamps | Contractual/Consulting Services | County Board | Farmland Preservation | 7/28/2025 | 4,500.00 |
| MGW Appraisal Services, Inc. | Appraisal Services | County Board | Farmland Preservation | 7/28/2025 | 1,800.00 |
| University of Illinois (U of I) | Contractual/Consulting Services | Development | Growing for Kane | 7/28/2025 | 11,539.00 |
| University of Illinois (U of I) | Contractual/Consulting Services | Development | Growing for Kane | 7/28/2025 | 15,986.40 |
| Batavia Enterprises Real Estate, LLC | Prepaid Expense | | Workforce Development | 7/28/2025 | 19,989.70 |
| County of Kendall | Prepaid Expense | | Workforce Development | 7/28/2025 | 800.00 |
| Jeffrey W. Richardson | Prepaid Expense | | Workforce Development | 7/28/2025 | 2,421.42 |
| JP Morgan Chase Bank N.A. | Prepaid Gasoline Card | | Workforce Development | 7/28/2025 | 600.00 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Office Supplies | - WIOA 24 | Workforce Development | 7/14/2025 | 829.38 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Office Supplies | - WIOA 24 | Workforce Development | 7/28/2025 | 101.00 |
| MGT Impact Solutions, LLC | Professional Services | - WIOA 24 | Workforce Development | 7/14/2025 | 5,655.01 |
| MGT Impact Solutions, LLC | Professional Services | - WIOA 24 | Workforce Development | 7/28/2025 | 11,418.76 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Office Supplies | - WIOA 24 | Workforce Development | 7/14/2025 | 335.09 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Office Supplies | - WIOA 24 | Workforce Development | 7/14/2025 | 157.86 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Office Supplies | - WIOA 24 | Workforce Development | 7/14/2025 | 713.37 |
| Warehouse Direct, Inc dba Midwest Office Interiors | Office Supplies | - WIOA 24 | Workforce Development | 7/28/2025 | 273.25 |
| JP Morgan Chase Bank N.A. | Office Supplies | - WIOA 24 | Workforce Development | 7/28/2025 | 10.54 |
| Business and Career Services Incorporated | Miscellaneous Contractual Exp | - WIOA 24 | Workforce Development | 7/14/2025 | 9,625.42 |
| Business and Career Services Incorporated | Miscellaneous Contractual Exp | - WIOA 24 | Workforce Development | 7/14/2025 | 10,341.21 |
| Business and Career Services Incorporated | Miscellaneous Contractual Exp | - WIOA 24 | Workforce Development | 7/14/2025 | 8,908.07 |
| Waubonsee Community College | Miscellaneous Contractual Exp | - WIOA 24 | Workforce Development | 7/14/2025 | 16,096.73 |
| Business and Career Services Incorporated | Work Based Learning Activities | - WIOA 24 | Workforce Development | 7/14/2025 | 6,595.55 |
| Business and Career Services Incorporated | Work Based Learning Activities | - WIOA 24 | Workforce Development | 7/14/2025 | 2,398.43 |
| Business and Career Services Incorporated | Work Based Learning Activities | - WIOA 24 | Workforce Development | 7/14/2025 | 4,520.34 |
| Waubonsee Community College | Work Based Learning Activities | - WIOA 24 | Workforce Development | 7/14/2025 | 11,931.51 |
| Business and Career Services Incorporated | Youth Supportive Services | - WIOA 24 | Workforce Development | 7/14/2025 | 3,179.98 |
| Waubonsee Community College | Youth Supportive Services | - WIOA 24 | Workforce Development | 7/14/2025 | 2,542.80 |
| Business and Career Services Incorporated | YOUTH OJT | - WIOA 24 | Workforce Development | 7/14/2025 | 6,504.75 |
| JP Morgan Chase Bank N.A. | Office Supplies | - WIOA 24 | Workforce Development | 7/28/2025 | 200.22 |
| Keelin J. Murphy | Conferences and Meetings | - WIOA 24 | Workforce Development | 7/14/2025 | 9.04 |
| Katherine Bilezikian | Employee Mileage Expense | - WIOA 24 | Workforce Development | 7/14/2025 | 21.00 |
| Katherine Bilezikian | Employee Mileage Expense | - WIOA 24 | Workforce Development | 7/14/2025 | 21.00 |
| Katherine Bilezikian | Employee Mileage Expense | - WIOA 24 | Workforce Development | 7/14/2025 | 42.00 |
| Paul F. Bleers | Employee Mileage Expense | - WIOA 24 | Workforce Development | 7/14/2025 | 59.36 |
| Keelin J. Murphy | Employee Mileage Expense | - WIOA 24 | Workforce Development | 7/14/2025 | 57.65 |
| Keelin J. Murphy | Employee Mileage Expense | - WIOA 24 | Workforce Development | 7/14/2025 | 136.92 |
| Katherine Bilezikian | Employee Mileage Expense | - WIOA 24 | Workforce Development | 7/28/2025 | 21.00 |
| APS Training Inst., Inc. dba APS Training Academy | Miscellaneous Contractual Exp | - WIOA 24 | Workforce Development | 7/14/2025 | 775.00 |
| CDL America, Inc. | DT ITA | - WIOA 24 | Workforce Development | 7/14/2025 | 6,500.00 |
| Computer Training Source, Inc. | DT ITA | - WIOA 24 | Workforce Development | 7/14/2025 | 1,895.00 |
| Mariasha Davis | SS Transportation Assistance | - WIOA 24 | Workforce Development | 7/14/2025 | 338.52 |
| Mariasha Davis | SS Transportation Assistance | - WIOA 24 | Workforce Development | 7/14/2025 | 902.72 |
| Monique Ousley | SS Transportation Assistance | - WIOA 24 | Workforce Development | 7/28/2025 | 225.05 |
| Janiyia L. Cobbins | SS Other Supportive Services | - WIOA 24 | Workforce Development | 7/14/2025 | 126.88 |
| Kishwaukee College | DT ITA | - WIOA 24 | Workforce Development | 7/14/2025 | 2,880.00 |
| Fern E. Evins | SS Transportation Assistance | - WIOA 24 | Workforce Development | 7/14/2025 | 7.91 |
| Fern E. Evins | SS Transportation Assistance | - WIOA 24 | Workforce Development | 7/14/2025 | 31.64 |
| Fern E. Evins | SS Transportation Assistance | - WIOA 24 | Workforce Development | 7/14/2025 | 47.46 |
| Fern E. Evins | SS Transportation Assistance | - WIOA 24 | Workforce Development | 7/14/2025 | 55.37 |
| Fern E. Evins | SS Transportation Assistance | - WIOA 24 | Workforce Development | 7/14/2025 | 71.19 |
| Vianka I. Mercado-Corona | SS Transportation Assistance | - WIOA 24 | Workforce Development | 7/28/2025 | 333.62 |
| Vianka I. Mercado-Corona | SS Transportation Assistance | - WIOA 24 | Workforce Development | 7/28/2025 | 374.10 |
| Avid Associates, LLC dba Avid CNA School | DT ITA | - WIOA 24 | Workforce Development | 7/14/2025 | 1,324.0 |
| Midwestern Career College | DT ITA | - WIOA 24 | Workforce Development | 7/14/2025 | 3,663.4 |

| VENDOR | NATURE OF CLAIM | OFFICE / DEPARTMENT | FUND | DATE PAID | AMOUNT PAID |
|---|---|---|---|---|---|
| New Lake College Corporation | DT ITA | - WIOA 24 | Workforce Development | 7/28/2025 | 3,957.60 |
| Ambria College of Nursing (Americare Services LLC) | DT ITA | - WIOA 24 | Workforce Development | 7/28/2025 | 1,666.66 |
| Cheryl Weiler | Employee Mileage Expense | - WIOA 24 | Workforce Development | 7/14/2025 | 14.56 |
| Cheryl Weiler | Employee Mileage Expense | - WIOA 24 | Workforce Development | 7/14/2025 | 27.00 |
| College of DuPage | DT ITA | - WIOA 24 | Workforce Development | 7/28/2025 | 960.00 |
| Jacob A. Baniak | SS Transportation Assistance | - WIOA 24 | Workforce Development | 7/14/2025 | 250.32 |
| Alexis Hyshaw | SS Transportation Assistance | - WIOA 24 | Workforce Development | 7/14/2025 | 512.96 |
| Alexis Hyshaw | SS Transportation Assistance | - WIOA 24 | Workforce Development | 7/28/2025 | 550.20 |
| Alisha Marie Claudio | SS Transportation Assistance | - WIOA 24 | Workforce Development | 7/28/2025 | 116.90 |
| Alisha Marie Claudio | SS Transportation Assistance | - WIOA 24 | Workforce Development | 7/28/2025 | 206.43 |
| Alisha Marie Claudio | SS Transportation Assistance | - WIOA 24 | Workforce Development | 7/28/2025 | 254.10 |
| Keelin J. Murphy | Conferences and Meetings | - WIOA 24 | Workforce Development | 7/14/2025 | 9.03 |
| Katherine Bilezikian | Employee Mileage Expense | - WIOA 24 | Workforce Development | 7/14/2025 | 21.00 |
| Katherine Bilezikian | Employee Mileage Expense | - WIOA 24 | Workforce Development | 7/14/2025 | 21.00 |
| Katherine Bilezikian | Employee Mileage Expense | - WIOA 24 | Workforce Development | 7/14/2025 | 42.00 |
| Paul F. Bleers | Employee Mileage Expense | - WIOA 24 | Workforce Development | 7/14/2025 | 59.36 |
| Keelin J. Murphy | Employee Mileage Expense | - WIOA 24 | Workforce Development | 7/14/2025 | 57.64 |
| Keelin J. Murphy | Employee Mileage Expense | - WIOA 24 | Workforce Development | 7/14/2025 | 136.92 |
| Katherine Bilezikian | Employee Mileage Expense | - WIOA 24 | Workforce Development | 7/28/2025 | 21.00 |
| APS Training Inst., Inc. dba APS Training Academy | Miscellaneous Contractual Exp | - WIOA 24 | Workforce Development | 7/14/2025 | 775.00 |
| College of DuPage | DT ITA | - WIOA 24 | Workforce Development | 7/14/2025 | 456.00 |
| Computer Training Source, Inc. | DT ITA | - WIOA 24 | Workforce Development | 7/14/2025 | 1,264.00 |
| Rock Gate Capital, LLC dba 160 Driving Academy | DT ITA | - WIOA 24 | Workforce Development | 7/28/2025 | 5,488.00 |
| 42 North Group, Inc. dba Microtrain Technologies | DT ITA | - WIOA 24 | Workforce Development | 7/28/2025 | 3,205.00 |
| 42 North Group, Inc. dba Microtrain Technologies | DT ITA | - WIOA 24 | Workforce Development | 7/28/2025 | 3,205.00 |
| Kishwaukee College | DT ITA | - WIOA 24 | Workforce Development | 7/14/2025 | 480.00 |
| Rock Gate Capital, LLC dba 160 Driving Academy | DT ITA | - WIOA 24 | Workforce Development | 7/28/2025 | 5,488.00 |
| Computer Training Source, Inc. | DT ITA | - WIOA 24 | Workforce Development | 7/14/2025 | 3,970.00 |
| Viking Driving School, Inc. | DT ITA | - WIOA 24 | Workforce Development | 7/14/2025 | 5,500.00 |
| Computer Training Source, Inc. | DT ITA | - WIOA 24 | Workforce Development | 7/28/2025 | 5,342.00 |
| Cheryl Weiler | Employee Mileage Expense | - WIOA 24 | Workforce Development | 7/14/2025 | 13.44 |
| Cheryl Weiler | Employee Mileage Expense | - WIOA 24 | Workforce Development | 7/14/2025 | 29.00 |
| 42 North Group, Inc. dba Microtrain Technologies | DT ITA | - WIOA 24 | Workforce Development | 7/28/2025 | 2,560.00 |
| Lisa M Stulgate | DT ITA | - WIOA 24 | Workforce Development | 7/28/2025 | 307.00 |
| E J Rohn Company dba Specialty Mat Service | Professional Services | #NAME? | Workforce Development | 7/28/2025 | 33.56 |
| Groot Recycling dba Accurate Document Destruction | Professional Services | #NAME? | Workforce Development | 7/28/2025 | 63.48 |
| Batavia Enterprises Real Estate, LLC | Repairs and Maint- Buildings | #NAME? | Workforce Development | 7/14/2025 | 73.19 |
| Batavia Enterprises Real Estate, LLC | Repairs and Maint- Buildings | #NAME? | Workforce Development | 7/28/2025 | 162.41 |
| Toshiba America Business Solutions, Inc | Repairs and Maint- Copiers | #NAME? | Workforce Development | 7/28/2025 | 980.80 |
| JP Morgan Chase Bank N.A. | Office Supplies | #NAME? | Workforce Development | 7/28/2025 | 1,185.00 |
| Nicor Gas | Utilities- Natural Gas | #NAME? | Workforce Development | 7/14/2025 | 41.18 |
| Nicor Gas | Utilities- Natural Gas | #NAME? | Workforce Development | 7/14/2025 | 36.15 |
| City of Batavia | Utilities- Electric | #NAME? | Workforce Development | 7/14/2025 | 104.66 |
| City of Batavia | Utilities- Electric | #NAME? | Workforce Development | 7/28/2025 | 90.17 |
| AT&T dba AT&T Enterprises, LLC | Telephone | #NAME? | Workforce Development | 7/14/2025 | 26.55 |
| JP Morgan Chase Bank N.A. | Internet | #NAME? | Workforce Development | 7/28/2025 | 318.02 |
| Kruis, Inc. (Sparkle Janiotorial Service) | Janitorial Services | #NAME? | Workforce Development | 7/28/2025 | 1,000.00 |
| Nicor Gas | Utilities- Natural Gas | #NAME? | Workforce Development | 7/28/2025 | 59.17 |
| ComEd | Utilities- Electric | #NAME? | Workforce Development | 7/28/2025 | 212.88 |
| JP Morgan Chase Bank N.A. | Telephone | #NAME? | Workforce Development | 7/28/2025 | 50.21 |
| JP Morgan Chase Bank N.A. | Internet | #NAME? | Workforce Development | 7/28/2025 | 284.11 |
| MCI | Telephone | #NAME? | Workforce Development | 7/14/2025 | 49.35 |
| MCI | Telephone | #NAME? | Workforce Development | 7/28/2025 | 49.84 |
| JP Morgan Chase Bank N.A. | Internet | #NAME? | Workforce Development | 7/28/2025 | 161.96 |
| E J Rohn Company dba Specialty Mat Service | Professional Services | #NAME? | Workforce Development | 7/28/2025 | 31.97 |
| Groot Recycling dba Accurate Document Destruction | Professional Services | #NAME? | Workforce Development | 7/28/2025 | 60.4 |
| Batavia Enterprises Real Estate, LLC | Repairs and Maint- Buildings | #NAME? | Workforce Development | 7/14/2025 | 69.7 |

| VENDOR | NATURE OF CLAIM | OFFICE / DEPARTMENT | FUND | DATE PAID | AMOUNT PAID |
|---|---|---|---|---|---|
| Batavia Enterprises Real Estate, LLC | Repairs and Maint- Buildings | #NAME? | Workforce Development | 7/28/2025 | 154.67 |
| Ann-Margaret Luciano | Employee Mileage Expense | #NAME? | Workforce Development | 7/14/2025 | 99.40 |
| Ann-Margaret Luciano | Employee Mileage Expense | #NAME? | Workforce Development | 7/14/2025 | 104.23 |
| Kyle Tassone | Employee Mileage Expense | #NAME? | Workforce Development | 7/14/2025 | 5.67 |
| Kyle Tassone | Employee Mileage Expense | #NAME? | Workforce Development | 7/14/2025 | 64.89 |
| Kyle Tassone | Employee Mileage Expense | #NAME? | Workforce Development | 7/14/2025 | 77.28 |
| Kyle Tassone | Employee Mileage Expense | #NAME? | Workforce Development | 7/28/2025 | 64.89 |
| Kyle Tassone | Employee Mileage Expense | #NAME? | Workforce Development | 7/28/2025 | 44.03 |
| Nicor Gas | Utilities- Natural Gas | #NAME? | Workforce Development | 7/14/2025 | 39.21 |
| Nicor Gas | Utilities- Natural Gas | #NAME? | Workforce Development | 7/14/2025 | 34.42 |
| City of Batavia | Utilities- Electric | #NAME? | Workforce Development | 7/14/2025 | 99.67 |
| City of Batavia | Utilities- Electric | #NAME? | Workforce Development | 7/28/2025 | 85.88 |
| AT&T dba AT&T Enterprises, LLC | Telephone | #NAME? | Workforce Development | 7/14/2025 | 25.28 |
| JP Morgan Chase Bank N.A. | Internet | #NAME? | Workforce Development | 7/28/2025 | 302.87 |
| JP Morgan Chase Bank N.A. | Communication/Web Host | #NAME? | Workforce Development | 7/28/2025 | 76.00 |
| DreamCo Design LLC | Miscellaneous Contractual Exp | #NULL! | Workforce Development | 7/14/2025 | 10,000.00 |
| DreamCo Design LLC | Miscellaneous Contractual Exp | #NULL! | Workforce Development | 7/28/2025 | 6,000.00 |
| Provisio, LLC | Miscellaneous Contractual Exp | #NULL! | Workforce Development | 7/28/2025 | 2,910.00 |
| Insight Public Sector Inc | Equipment > $1000 | #NULL! | Workforce Development | 7/14/2025 | 352.00 |
| Illinois Phlebotomy Services, LLC | Contractual/Consulting Services | State's Attorney | Kane County Law Enforcement | 7/14/2025 | 850.00 |
| Village of East Dundee | Contractual/Consulting Services | State's Attorney | Kane County Law Enforcement | 7/14/2025 | 13,991.00 |
| Village of Gilberts | Contractual/Consulting Services | State's Attorney | Kane County Law Enforcement | 7/14/2025 | 726.00 |
| Village of Maple Park | Contractual/Consulting Services | State's Attorney | Kane County Law Enforcement | 7/14/2025 | 1,762.56 |
| Dell Marketing LP | Computers | Other- Countywide Expenses | Capital Projects | 7/14/2025 | 347.50 |
| Kronos SaaShr, Inc. | Computers | Other- Countywide Expenses | Capital Projects | 7/14/2025 | 725.00 |
| Insight Public Sector Inc | Computers | Other- Countywide Expenses | Capital Projects | 7/28/2025 | 470.00 |
| Wight & Company | Building Improvements | Other- Countywide Expenses | Capital Projects | 7/14/2025 | 4,000.00 |
| Wight & Company | Building Improvements | Other- Countywide Expenses | Capital Projects | 7/14/2025 | 500.00 |
| Wight & Company | Building Improvements | Other- Countywide Expenses | Capital Projects | 7/14/2025 | 2,000.00 |
| Hartwig Mechanical, LLC | Building Improvements | Other- Countywide Expenses | Capital Projects | 7/14/2025 | 31,366.80 |
| Fitzgerald's Electrical Contracting, Inc. | Building Improvements | Other- Countywide Expenses | Capital Projects | 7/28/2025 | 131,637.00 |
| Gatza Electric, Inc. | Building Improvements | Other- Countywide Expenses | Capital Projects | 7/28/2025 | 4,995.00 |
| Ad Gators.com, LLC dba AdGators | Contractual/Consulting Services | Other- Countywide Expenses | Judicial Facility Construction | 7/14/2025 | 15,726.00 |
| JP Morgan Chase Bank N.A. | Contractual/Consulting Services | Other- Countywide Expenses | Judicial Facility Construction | 7/28/2025 | 4,847.01 |
| Hampton Lenzini & Renwick, Inc. | Contractual/Consulting Services | Development | Mill Creek Special Service Area | 7/28/2025 | 677.11 |
| Hampton Lenzini & Renwick, Inc. | Contractual/Consulting Services | Development | Mill Creek Special Service Area | 7/28/2025 | 477.13 |
| MIP V Onion Parent LLC dba Lakeshore Recycling | Repairs and Maintenance- Roads | Development | Mill Creek Special Service Area | 7/14/2025 | 2,600.80 |
| Cornerstone Partners Horticultural Services Co. | Repairs and Maint- Grounds | Development | Mill Creek Special Service Area | 7/14/2025 | 874.67 |
| Cornerstone Partners Horticultural Services Co. | Repairs and Maint- Grounds | Development | Mill Creek Special Service Area | 7/28/2025 | 637.70 |
| Cornerstone Partners Horticultural Services Co. | Repairs and Maint- Grounds | Development | Mill Creek Special Service Area | 7/28/2025 | 5,547.60 |
| Cornerstone Partners Horticultural Services Co. | Repairs and Maint- Grounds | Development | Mill Creek Special Service Area | 7/28/2025 | 7,766.70 |
| Cornerstone Partners Horticultural Services Co. | Repairs and Maint- Grounds | Development | Mill Creek Special Service Area | 7/28/2025 | 6,654.35 |
| Cornerstone Partners Horticultural Services Co. | Repairs and Maint- Grounds | Development | Mill Creek Special Service Area | 7/28/2025 | 5,303.00 |
| Kramer Tree Specialist, Inc. | Repairs and Maint- Grounds | Development | Mill Creek Special Service Area | 7/28/2025 | 9,983.00 |
| Tri City Land Management Co., LLC | Building Space Rental | Development | Mill Creek Special Service Area | 7/14/2025 | 1,100.88 |
| Securadyne Systems Intermediate LLC dba Adesta LLC | Miscellaneous Contractual Exp | Development | Mill Creek Special Service Area | 7/14/2025 | 2,601.94 |
| DS Services of America, Inc. dba Primo Water NA | Office Supplies | Development | Mill Creek Special Service Area | 7/28/2025 | 2.99 |
| Nicor Gas | Utilities- Intersect Lighting | Development | Mill Creek Special Service Area | 7/14/2025 | 54.42 |
| ComEd | Utilities- Intersect Lighting | Development | Mill Creek Special Service Area | 7/14/2025 | 33.61 |
| ComEd | Utilities- Intersect Lighting | Development | Mill Creek Special Service Area | 7/28/2025 | 258.63 |
| ComEd | Utilities- Intersect Lighting | Development | Mill Creek Special Service Area | 7/28/2025 | 60.48 |
| ComEd | Utilities- Intersect Lighting | Development | Mill Creek Special Service Area | 7/28/2025 | 61.55 |
| ComEd | Utilities- Intersect Lighting | Development | Mill Creek Special Service Area | 7/28/2025 | 62.04 |
| Plote Construction, Inc. | Road Construction | Transportation | North Impact Fees | 7/14/2025 | 209,800.34 |
| V3 Companies, LTD | Engineering Services | Transportation | Central Impact Fees | 7/14/2025 | 25,499.32 |
| Martam Construction, Inc. | Road Construction | Transportation | Central Impact Fees | 7/28/2025 | 255,302.3 |
| V3 Companies, LTD | Engineering Services | Transportation | South Impact Fees | 7/28/2025 | 2,466.8 |

| VENDOR | NATURE OF CLAIM | OFFICE / DEPARTMENT | FUND | DATE PAID | AMOUNT PAID |
|---|---|---|---|---|---|
| V3 Companies, LTD | Engineering Services | Transportation | South Impact Fees | 7/28/2025 | 2,792.36 |
| V3 Companies, LTD | Engineering Services | Transportation | South Impact Fees | 7/28/2025 | 1,509.73 |
| V3 Companies, LTD | Engineering Services | Transportation | South Impact Fees | 7/28/2025 | 2,289.99 |
| V3 Companies, LTD | Engineering Services | Transportation | South Impact Fees | 7/28/2025 | 5,654.52 |
| V3 Companies, LTD | Engineering Services | Transportation | South Impact Fees | 7/28/2025 | 5,518.66 |
| CS Geologic, LLC | Engineering Services | Environmental Management | Enterprise Surcharge | 7/28/2025 | 586.25 |
| Clean Harbors Environmental Services, Inc. | Contractual/Consulting Services | Environmental Management | Enterprise Surcharge | 7/14/2025 | 4,556.10 |
| Clean Harbors Environmental Services, Inc. | Contractual/Consulting Services | Environmental Management | Enterprise Surcharge | 7/14/2025 | 3,209.80 |
| Clean Harbors Environmental Services, Inc. | Contractual/Consulting Services | Environmental Management | Enterprise Surcharge | 7/14/2025 | 4,803.70 |
| Clean Harbors Environmental Services, Inc. | Contractual/Consulting Services | Environmental Management | Enterprise Surcharge | 7/14/2025 | 4,809.00 |
| JP Morgan Chase Bank N.A. | Contractual/Consulting Services | Environmental Management | Enterprise Surcharge | 7/28/2025 | 89.90 |
| Groot Recycling dba Accurate Document Destruction | Professional Services | Environmental Management | Enterprise Surcharge | 7/14/2025 | 4,000.00 |
| Toshiba America Business Solutions, Inc | Office Supplies | Environmental Management | Enterprise Surcharge | 7/28/2025 | 154.15 |
| DS Services of America, Inc. dba Primo Water NA | Operating Supplies | Environmental Management | Enterprise Surcharge | 7/14/2025 | 32.93 |
| MIP V Onion Parent LLC dba Lakeshore Recycling | Operating Supplies | Environmental Management | Enterprise Surcharge | 7/14/2025 | 475.00 |
| Paddock Publications (Daily Herald) | Operating Supplies | Environmental Management | Enterprise Surcharge | 7/14/2025 | 41.40 |
| Toshiba America Business Solutions, Inc | Operating Supplies | Environmental Management | Enterprise Surcharge | 7/28/2025 | 249.90 |
| DS Services of America, Inc. dba Primo Water NA | Operating Supplies | Environmental Management | Enterprise Surcharge | 7/28/2025 | 17.96 |
| JP Morgan Chase Bank N.A. | Operating Supplies | Environmental Management | Enterprise Surcharge | 7/28/2025 | 294.94 |
| JP Morgan Chase Bank N.A. | Operating Supplies | Environmental Management | Enterprise Surcharge | 7/28/2025 | 398.72 |
| WEX BANK | Fuel- Vehicles | Environmental Management | Enterprise Surcharge | 7/14/2025 | 30.98 |
| WEX BANK | Fuel- Vehicles | Environmental Management | Enterprise Surcharge | 7/14/2025 | 20.12 |
| Flexible Benefits Service, LLC | Healthcare Admin Services | Other- Countywide Expenses | Health Insurance Fund | 7/28/2025 | 1,608.00 |
| Health Care Service Corporation dba BCBSIL | Healthcare - Stop Loss Insurance | Other- Countywide Expenses | Health Insurance Fund | 7/28/2025 | -971.19 |
| Fidelity Security Life Insurance Company (Eyemed) | Healthcare - Vision Insurance | Other- Countywide Expenses | Health Insurance Fund | 7/14/2025 | 7,199.84 |
| Department of the Treasury | Affordable Care Act Fee | Other- Countywide Expenses | Health Insurance Fund | 7/14/2025 | 6,359.17 |
| Cigna Health and Life Insurance Company | Healthcare - Dental Insurance | Other- Countywide Expenses | Health Insurance Fund | 7/14/2025 | 69,720.74 |
| Flexible Benefits Service, LLC | Healthcare - Medical Expense Reimbursement | Other- Countywide Expenses | Health Insurance Fund | 7/14/2025 | 3,396.15 |
| Flexible Benefits Service, LLC | Healthcare - Medical Expense Reimbursement | Other- Countywide Expenses | Health Insurance Fund | 7/14/2025 | 4,398.29 |
| Flexible Benefits Service, LLC | Healthcare - Medical Expense Reimbursement | Other- Countywide Expenses | Health Insurance Fund | 7/14/2025 | 7,897.52 |
| Flexible Benefits Service, LLC | Healthcare - Medical Expense Reimbursement | Other- Countywide Expenses | Health Insurance Fund | 7/28/2025 | 2,892.23 |
| Flexible Benefits Service, LLC | Healthcare - Medical Expense Reimbursement | Other- Countywide Expenses | Health Insurance Fund | 7/28/2025 | 10,159.40 |
| Health Care Service Corporation dba BCBSIL | Healthcare - Stop Loss Insurance | Other- Countywide Expenses | Health Insurance Fund | 7/28/2025 | 93,877.80 |
| JP Morgan Chase Bank N.A. | Healthcare - Stop Loss Insurance | Other- Countywide Expenses | Health Insurance Fund | 7/28/2025 | 136.02 |
| Health Care Service Corporation dba BCBSIL | Self Insured Healthcare Claims | Other- Countywide Expenses | Health Insurance Fund | 7/28/2025 | 745,782.23 |
| Health Care Service Corporation dba BCBSIL | Self Insured Healthcare Claims Administration | Other- Countywide Expenses | Health Insurance Fund | 7/28/2025 | 24,412.46 |
| Health Care Service Corporation dba BCBSIL | Healthcare Facility Access Fee | Other- Countywide Expenses | Health Insurance Fund | 7/28/2025 | 3,746.23 |
| Health Care Service Corporation dba BCBSIL | Healthcare Credits | Other- Countywide Expenses | Health Insurance Fund | 7/28/2025 | -59,633.60 |
| Health Care Service Corporation dba BCBSIL | Self Insured Healthcare Claims | Other- Countywide Expenses | Health Insurance Fund | 7/28/2025 | 686,465.47 |
| Health Care Service Corporation dba BCBSIL | Self Insured Healthcare Claims Administration | Other- Countywide Expenses | Health Insurance Fund | 7/28/2025 | 38,435.32 |
| Health Care Service Corporation dba BCBSIL | Healthcare Physician Services Fee | Other- Countywide Expenses | Health Insurance Fund | 7/28/2025 | 193,305.59 |
| Health Care Service Corporation dba BCBSIL | Healthcare Credits | Other- Countywide Expenses | Health Insurance Fund | 7/28/2025 | -75,366.72 |
| Flexible Benefits Service, LLC | Healthcare - Health Insurance | Other- Countywide Expenses | Health Insurance Fund | 7/18/2025 | 12,225.02 |
| Humana Insurance Company | Healthcare - Health Insurance | Other- Countywide Expenses | Health Insurance Fund | 7/28/2025 | 15,077.95 |
| Helm & Wagner, PC | Accrued Liabilities | | Special Trust | 7/11/2025 | 25,000.00 |
| Law Office of Bryan P. Lynch, PC | Accrued Liabilities | | Special Trust | 7/18/2025 | 23,912.58 |
| Paul F. Pedersen | Accrued Liabilities | | Special Trust | 7/18/2025 | 37,500.00 |
| Wegener Properties, LLC - Series the Shop | Accrued Liabilities | | Special Trust | 7/18/2025 | 336,087.42 |
| Tri-Com Central Dispatch/City of Geneva | Distribution | Information Technologies | 911 Emergency Surcharge | 7/14/2025 | 45,559.59 |
| Tri-Com Central Dispatch/City of Geneva | Distribution | Information Technologies | 911 Emergency Surcharge | 7/14/2025 | 16,867.50 |
| Tri-Com Central Dispatch/City of Geneva | Distribution | Information Technologies | 911 Emergency Surcharge | 7/14/2025 | 4,582.50 |
| Tri-Com Central Dispatch/City of Geneva | Distribution | Information Technologies | 911 Emergency Surcharge | 7/14/2025 | 14,950.00 |
| Tri-Com Central Dispatch/City of Geneva | Distribution | Information Technologies | 911 Emergency Surcharge | 7/14/2025 | 2,290.33 |
| Tri-Com Central Dispatch/City of Geneva | Distribution | Information Technologies | 911 Emergency Surcharge | 7/14/2025 | 5,204.06 |
| Tri-Com Central Dispatch/City of Geneva | Distribution | Information Technologies | 911 Emergency Surcharge | 7/14/2025 | 25,661.36 |
| Tri-Com Central Dispatch/City of Geneva | Distribution | Information Technologies | 911 Emergency Surcharge | 7/14/2025 | 3,914.3 |
| Tri-Com Central Dispatch/City of Geneva | Distribution | Information Technologies | 911 Emergency Surcharge | 7/14/2025 | 24,653.2 |

| VENDOR | NATURE OF CLAIM | OFFICE / DEPARTMENT | FUND | DATE PAID | AMOUNT PAID |
|---|---|---|---|---|---|
| Tri-Com Central Dispatch/City of Geneva | Distribution | Information Technologies | 911 Emergency Surcharge | 7/14/2025 | 7,203.01 |
| Tri-Com Central Dispatch/City of Geneva | Distribution | Information Technologies | 911 Emergency Surcharge | 7/14/2025 | 6,750.00 |
| Voiance Language Services, LLC | Distribution | Information Technologies | 911 Emergency Surcharge | 7/28/2025 | 354.75 |
| AT&T dba AT&T Enterprises, LLC | Distribution | Information Technologies | 911 Emergency Surcharge | 7/28/2025 | 217.92 |
| John F. Harahan | Distribution | Information Technologies | 911 Emergency Surcharge | 7/28/2025 | 2,090.00 |
| Ottosen, DiNolfo, Hasenbalg & Castaldo, LTD | Distribution | Information Technologies | 911 Emergency Surcharge | 7/28/2025 | 122.50 |
| Tri-Com Central Dispatch/City of Geneva | Distribution | Information Technologies | Wireless 911 | 7/28/2025 | 176,864.60 |
| Shayne Squeo | Accrued Liabilities | | Special Deposit | 7/18/2025 | 2,332.28 |
| Illinois Department of Revenue | Accrued Liabilities | | Recorder's Rental Surcharge | 7/1/2025 | 73,638.00 |
| Flexible Benefits Service, LLC | Accrued Liabilities | | Flexible Spending Account | 7/14/2025 | 6,669.66 |
| Flexible Benefits Service, LLC | Accrued Liabilities | | Flexible Spending Account | 7/14/2025 | 6,624.04 |
| Flexible Benefits Service, LLC | Accrued Liabilities | | Flexible Spending Account | 7/14/2025 | 5,614.63 |
| Flexible Benefits Service, LLC | Accrued Liabilities | | Flexible Spending Account | 7/28/2025 | 7,670.56 |
| Flexible Benefits Service, LLC | Accrued Liabilities | | Flexible Spending Account | 7/28/2025 | 5,751.97 |
| Office of the Illinois State Treasurer | Accrued Liabilities | | County Clerk Domestic Violence | 7/28/2025 | 1,565.00 |
| IL Department of Public Health - Vital Records | Accrued Liabilities | | Death Certificates | 7/28/2025 | 11,000.00 |
| Illinois Department of Revenue | Accrued Liabilities | | State Real Estate Transfer Tax | 7/1/2025 | 629,013.00 |
| **TOTAL** | | | | **2067** | **$12,099,140.33** |

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# RESOLUTION NO. 25-277

## AUTHORIZING EXPENSE BUDGET AMOUNT TO BE USED FOR THE 2026 GENERAL FUND GENERAL ACCOUNT BUDGET

WHEREAS, the Kane County Finance and Budget Committee is responsible for recommending a balanced budget to the Kane County Executive Committee; and

WHEREAS, County Offices and Departments have submitted a draft of their FY2026 Budget; and

WHEREAS, the draft FY2026 budget for Fund 001 - the General Fund - General Account, which is the County's main operating account, is not balanced upon submittal of the 2026 draft budgets; and

WHEREAS, the Finance Committee recommends that in order to balance the General Fund - General Account revisions must be made to both the revenues and expenditures; and

WHEREAS, other resolutions will address the revenue side of the General Fund - General Account draft budget; and

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that it hereby recommends that the Office(s) and/or Department(s) revise their individually and/or collectively submitted 2026 budgets to be in accordance with the individual or collective amounts listed in Exhibit A.

Passed by the Kane County Board on September 9, 2025.

| | |
|---|---|
| _____ | _____ |
| John A. Cunningham, MBA, JD, JD | Corinne M. Pierog MA, MBA |
| Clerk, County Board | Chairman, County Board |
| Kane County, Illinois | Kane County, Illinois |

Vote:

**Exhibit A**

**General Fund - General Account**

| Dept # | Office/Department | Category | 2026 Budget Proposal for General Fund - General Account |
|---|---|---|---|
| **2026 Expenses** | | | |
| 10 | County Board | Office | $1,231,518 |
| 140 | County Auditor | Office | 372,886 |
| 150 | Treasurer/Collector | Office | 760,405 |
| 190 | County Clerk | Office | 5,289,885 |
| 210 | Recorder | Office | 702,400 |
| 230 | Regional Office of Education | Office | 367,416 |
| 240 | Judiciary and Courts | Office | 4,128,899 |
| 250 | Circuit Clerk | Office | 4,833,690 |
| 300 | State's Attorney | Office | 10,249,616 |
| 360 | Public Defender | Office | 4,692,936 |
| 380 | Sheriff | Office | 37,229,079 |
| 420 | Merit Commission | Office | 130,911 |
| 430 | Court Services | Office | 12,877,899 |
| 490 | Coroner | Office | 1,535,573 |
| | Total Offices | | **$84,403,113** |
| | | | |
| 40 | Finance | Department | 1,271,439 |
| 60 | Information Technologies | Department | 4,691,243 |
| 80 | Building Management | Department | 7,292,549 |
| 120 | Human Resource Management | Department | 246,022 |
| 170 | Supervisor of Assessments | Department | 1,188,297 |
| 510 | Emergency Management Services | Department | 567,583 |
| 670 | Environmental Management | Department | 667,684 |
| 690 | Development | Department | 1,173,857 |
| | Total Departments | | **$17,098,674** |
| | | | |
| 800 | Countywide - Technology | Technology - Software | $2,799,955 |
| 800 | Countywide - Postage | Postage | 587,468 |
| 800 | Transfer to Capital Projects | Transfer to Capital Projects | - |
| 800 | Countywide - Operational Support | ROE Lease | 179,998 |
| 800 | Transfer to KaneComm | Transfer to KaneComm | 1,066,471 |
| 800 | Debt Service | Debt Service | 3,177,633 |
| 800 | Transfer to other Special Revenue | Transfer to other Special Revenue | - |
| 850 | County Health Dental Contributions for Employees | Health/Dental | 15,452,759 |
| | Total Other | | **$23,264,284** |
| | | | |
| | | **Total Expenses** | **$124,766,071** |
| | | | |
| | | **Total Revenues** | **$121,279,553** |
| | | | |
| | **Surplus (Deficit) - Deficit to be paid for from fund balance reserves** | | **($3,486,518)** |

## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

**Title**

Authorizing Expense Budget Amount to be Used for the 2026 General Fund General Account Budget

**Committee Flow:**
Finance and Budget Committee, Executive Committee, County Board

**Contact:**
Kathleen T. Hopkinson, 630.208.5132

**Budget Information**:

| | |
|---|---|
| Was this item budgeted? N/A | Appropriation Amount: $N/A |
| If not budgeted, explain funding source: N/A | |
| Was this item passed through the appropriate committee? Yes | |

**Summary**:

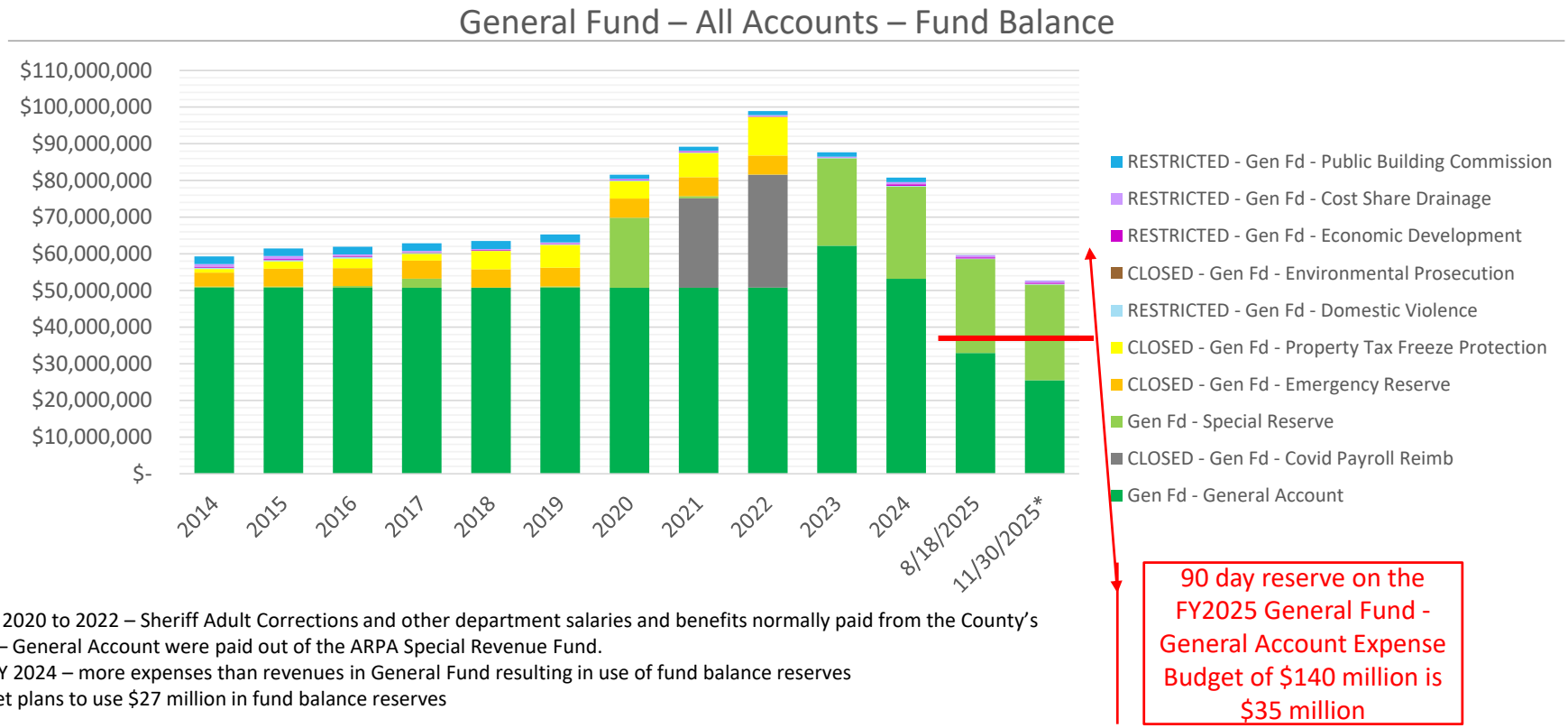
Recommends the 2026 budgeted expenses for County Offices and Departments with budgets in Fund 001 – General Fund – General Account to be in accordance with the amounts listed on Exhibit A of this Resolution.

# Finance Committee Meeting

## FY 2026 Draft Budget – General Fund – General Account

AUGUST 27, 2025

# General Fund – All Accounts – Balances

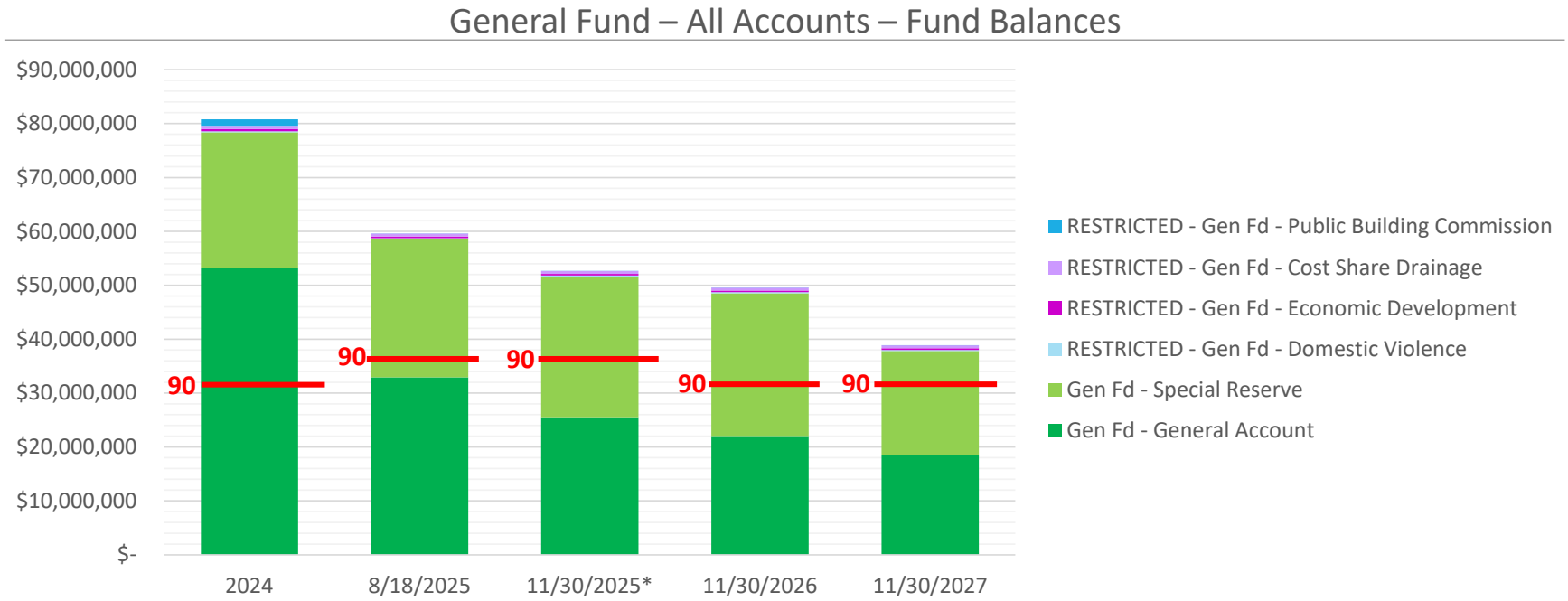



- In Fiscal Years 2020 to 2022 – Sheriff Adult Corrections and other department salaries and benefits normally paid from the County's General Fund – General Account were paid out of the ARPA Special Revenue Fund.
- FY 2023 and FY 2024 – more expenses than revenues in General Fund resulting in use of fund balance reserves
- FY 2025 Budget plans to use $27 million in fund balance reserves

# General Fund – Unrestricted Reserves in the General Account (#001) and Special Reserve Account (#112) Based on Recommended 2026 Budget

| Year | Revenue | Expenses | Reserves Used | General Account Unrestricted Reserves Remaining | Special Reserve Unrestricted Reserves Remaining | Total Unrestricted Reserves Remaining | 90 days of Expenses |
|---|---|---|---|---|---|---|---|
| 2024 | $ 115,051,305 | $ 124,099,471 | $ 9,048,166 | $ 53,166,599 | $ 25,191,851 | $ 78,358,450 | $ 31,024,868 |
| 2025 | $ 112,810,094 | $ 140,460,000 | $ 27,649,906 | $ 25,512,866 | $ 26,100,000 | $ 51,612,866 | $ 35,115,957 |
| 2026 | $ 121,629,553 | $ 138,401,000 | $ 16,771,447 | $ 22,026,348 | $ 26,500,000 | $ 48,526,348 | $ 31,191,518 |
| 2027 | $ 121,629,553 | $ 138,401,000 | $ 16,771,447 | $ 18,539,830 | $ 27,200,000 | $ 45,739,830 | $ 31,191,518 |

# General Fund – All Accounts
# Forecasted Balances and 90 day reserve based on Recommended FY 2026 Budget




- The General Fund – Special Reserve Account #112 was created by Resolution 2013-87 by taking $7,600,000 of excess revenues over expenditures in FY 2012 and moving this money into a separate account to pay for future obligations. The existence of General Fund - Special Reserve account #112 is not required by State statute, County code, or accounting pronouncements. The financial and accounting purposes, the balance in account #112 is considered a sub-account of the General Fund.

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# RESOLUTION NO. 25-312

## AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS, DEPARTMENT OF HUMAN SERVICES - JUVENILE JUSTICE COUNCIL GRANT

WHEREAS, the Illinois Juvenile Court Act provides that each county may establish a local juvenile justice council pursuant to 705 ILCS 405/6-12; and

WHEREAS, the County of Kane has established such a council to further the goals of implementing programs, policies, and practices that improve the effectiveness of local juvenile justice systems, reduce unnecessary juvenile justice system involvement and/or analyze and reduce racial and ethnic disparities within the justice system as set forth within the Juvenile Court Act; and

WHEREAS, the Illinois Department of Human Services, through the Juvenile Justice Commission, has awarded the County of Kane an initial grant in the amount of $78,665 (Seventy-Eight Thousand Six Hundred Sixty-Five Dollars), to support the operations of the Juvenile Justice Council as set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is authorized to execute Inter-Governmental Agreement No. FCSER04829 for FY 2026 with the State of Illinois, Department of Human Services for the receipt of a grant in the amount of $78,665.00 (Seventy-Eight Thousand Six Hundred Sixty-Five Dollars).

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the Chairman thereof is authorized to execute any associated agreements, amendments, or documents, to allow for the receipt of the maximum amount of revenues made available by the State of Illinois, Department of Human Services to support the Kane County Juvenile Justice Council, subject to the review and advisement of the Kane County State's Attorney's Office.

Passed by the Kane County Board on September 9, 2025.

| | |
|---|---|
| _____ | _____ |
| John A. Cunningham, MBA, JD, JD | Corinne M. Pierog MA, MBA |
| Clerk, County Board | Chairman, County Board |
| Kane County, Illinois | Kane County, Illinois |

Vote:

## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

**Title**

Authorizing an Intergovernmental Agreement with the State of Illinois, Department of Human Services – Juvenile Justice Council Grant

**Committee Flow:**
Judicial Public Safety Committee, Finance and Budget Committee, Executive Committee, County Board

**Contact:**
Steven Ford, 630.762.2739

**Budget Information**:

| | |
|---|---|
| Was this item budgeted? N/A | Appropriation Amount: $N/A |
| If not budgeted, explain funding source: N/A | |
| Was this item passed through the appropriate committee? Yes | |

**Summary**:

This resolution authorizes the execution of an agreement and receipt of a grant from the Illinois Department of Human Services, Illinois Juvenile Justice Commission, in the amount of $78,665 (Seventy-Eight Thousand Six Hundred Sixty-Five Dollars) for the Kane County Juvenile Justice Council ("JJC"). The JJC develops and implements programs, policies and practices to ensure youth do not enter the juvenile justice system unnecessarily; that those who do receive developmentally appropriate, individualized support and services; ensures that youth leave the justice system with positive outcomes; ensures that Illinois maintains compliance with the federal JJDP Act; and ensures that racial and ethnic disparities are examined within the justice system.

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# RESOLUTION NO. 25-313

## AUTHORIZING OPIOID RESPONSE COMMUNITY IMPLEMENTATION PROJECTS

WHEREAS, according to the Centers for Disease Control and Prevention, from 1999 to 2020, more than 500,000 Americans died from an opioid overdose (including Rx and illicit opioids), which is seen as an epidemic; and

WHEREAS, according to the Centers for Disease Control and Prevention, the age adjusted rate of overdose deaths increased by 14% from 2020 to 2021; and

WHEREAS, in 2024 there were 1,107 overdose-related emergency department visits at Kane County Facilities and 59 overdose fatalities; and

WHEREAS, as part of the 2024 community health assessment conducted by the Kane County Health Department, behavioral health (including mental health and substance use) was identified as a top health priority in Kane County; and

WHEREAS, the Kane County Health Department carries out opioid overdose response strategies through the Illinois Department of Human Services State Opioid Response grant; and

WHEREAS, these activities are essential to combat the opioid epidemic and reduce overdose-related mortality for the residents of Kane County; and

WHEREAS, the Kane County Health Department issued a competitive Request for Proposals to identify projects that will reduce overdoses through community led efforts that include improving access to naloxone, increasing utilization of recovery coaches, conducting street outreach, utilizing harm reduction strategies and enhancing linkages to treatment opportunities.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board that the Health Department be authorized to purchase contractual services for an amount not to exceed two hundred ninety-nine thousand nine hundred ninety-nine dollars and fifty-nine cents ($299,999.59) and include the following projects: Ecker Center - $50,000.00, Association for Individual Development - $50,000.00, Gateway Foundation, Inc. - $49,981.01, Lighthouse Recovery, Inc. - $41,465.00, Greater Family Health - $43,443.58, Serenity House Counseling Services, Inc. - $35,110.00, and the Kane County Sheriff’s Office - $30,000.00; and

BE IT FURTHER RESOLVED that the Kane County Board authorizes the Kane County Health Department to make a line item transfer to the Kane County Sheriff’s Office in the amount of $30,000.00.

*Line Item:* To be provided by Sheriff's Dept
*Line Item Description:* To be provided by Sheriff's Dept
*Was Personnel/Item/Service approved in original budget or a subsequent budget revision?* Yes
*Are funds currently available for this Personnel/Item/Service in the specific line item?* Yes
*If funds are not currently available in the specified line item, where are the funds available?*
N/A

Passed by the Kane County Board on September 9, 2025.

| | |
|---|---|
| _____ | _____ |
| John A. Cunningham, MBA, JD, JD | Corinne M. Pierog MA, MBA |
| Clerk, County Board | Chairman, County Board |
| Kane County, Illinois | Kane County, Illinois |

Vote:

## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

**Title**

Authorizing Opioid Response Community Implementation Projects

**Committee Flow:**
Public Health Committee, Finance and Budget Committee, Executive Committee, County Board

**Contact:**
Michael Isaacson 630.208.3140

**Budget Information**:

| | |
|---|---|
| Was this item budgeted? Yes | Appropriation Amount: $299,999.59 |
| If not budgeted, explain funding source: N/A | |
| Was this item passed through the appropriate committee? Yes | |

**Summary**:

This resolution authorizes the Kane County Health Department to enter in agreements for contractual services with community organizations to provide services to reduce overdoses in the community. Organizations were selected through a competitive selection process. The total amount is $299,999.59 and the source for the funds is an external grant to the Health Department.

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# RESOLUTION NO. 25-314

## AUTHORIZING AMENDMENT TO THE ILLINOIS CHILDREN'S HEALTHCARE FOUNDATION, ENHANCING CHILDREN'S MENTAL HEALTH THROUGH FAMILY-RUN ORGANIZATIONS GRANT

WHEREAS, during COVID-19, there was a significant negative impact on the physical and mental well-being of children and families; and

WHEREAS, in response, parent leaders and the Kane County Health Department's System of Care worked together to organize more informal, peer-to-peer support services aimed at alleviating these waitlists. These services were designed to complement existing professional care by supporting families during the time between making and receiving an appointment, rather than replacing traditional services; and

WHEREAS, acceptance of this grant funds establishment of a Family-Run Organization (peer services) focused on mental health, that will offer Kane County a significant opportunity to intentionally promote mental health equity. This will be achieved by enhancing accessibility to basic needs and mental health resources for all families. Moreover, continuous input from families remains important to the development of this system of care, offering valuable insights into the unique challenges faced by specific communities and populations; and

WHEREAS, the Kane County Board authorized this agreement in 2024, the funder has offered to extend the service term to July 30, 2026, requiring additional authorization from the Kane County Board.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board approves of the Illinois Children's Healthcare Foundation Family Run Organization grant], attached hereto, and authorizes the Kane County Board Chairman and/or the Executive Director of the Health Department to execute this agreement, and any necessary subsequent agreements related thereto, with the final form subject to the review and advisement of the Kane County State's Attorney's Office.

Passed by the Kane County Board on September 9, 2025.

| | |
|---|---|
| _____ | _____ |
| John A. Cunningham, MBA, JD, JD | Corinne M. Pierog MA, MBA |
| Clerk, County Board | Chairman, County Board |
| Kane County, Illinois | Kane County, Illinois |

Vote:

## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

**Title**

Resolution Authorizing the Amendment to the Illinois Childern's Healthcare Foundation, Enhancing Childern's Mental Health through Family Run Organization (FRO) Grant

**Committee Flow:**
Public Health Committee, Executive Committee, County Board

**Contact:**
Michael Isaacson, 630-208-3140

**Budget Information**:

| | |
|---|---|
| Was this item budgeted? Yes. | Appropriation Amount: $150,000 |
| If not budgeted, explain funding source: N/A | |
| Was this item passed through the appropriate committee? Yes. | |

**Summary**:

Resolution to accept an amendment to the Family Run Organization Grant from the Illinois Children's Healthcare Foundation. This award for $150,000 was approved by the Kane County Board in 2024 and the funder has offered to extend the length of the operational period to July 30, 2026, which requires additional approval. This grant funds the establishment of a Family-Run Organization (peer services) focused on mental health, that will offer Kane County a significant opportunity to intentionally promote mental health equity. This will be achieved by enhancing accessibility to basic needs and mental health resources for all families. Moreover, continuous input from families remains important to the development of this system of care, offering valuable insights into the unique challenges faced by specific communities and populations.

Docusign Envelope ID: ED0D2B67-9C96-4597-B231-B7EE13AC202E

Illinois Children's Healthcare Foundation

1200 Jorie Blvd., Ste 301
Oak Brook, IL 60523
(p) 630.571.2555 • www.ilchf.org

May 6, 2025

E-mail: isaacsonmichael@kanecountyIL.gov
Mr. Michael Isaacson
Executive Director
Kane County Health Department
1240 N Highland Ave.
Aurora, IL 60506-1455

Re: Grant #1904

Dear Mr. Isaacson:

In November 2024, the Illinois Children's Healthcare Foundation ("ILCHF") Board of Directors approved a grant to Kane County Health Department ("Grantee"), subject to the terms and conditions set forth in the November 2024 letter agreement (the "Agreement"), in an amount of $150,000 to implement its "Empowered Families, Stronger Communities through a Family Run Organization project (the "Project") for the period of 1/1/2025 to 7/31/2026 (the "Grant Term").

In January 2025 the Agreement was amended (hereinafter "the January 2025 Amendment"). This letter serves as a second amendment to the Agreement (hereinafter "the Second Amendment"). The Second Amendment supersedes the January 2025 Amendment. In all respects, other than those identified herein, the Agreement remains unchanged.

Based upon the current work of the Grantee and developing circumstances related to that work, the schedule for final payment scheduled for this grant will be amended as follows:

1. Final Payment of Grant Funds. Subject to prior receipt by ILCHF of a countersigned copy of this Second Amendment signed by the authorized officers of Kane County Health Department and subject to all other terms and conditions of the Agreement, **ILCHF will make a final payment of Grant funds in the amount of $100,000 on or before June 6, 2025.**

The amendment to the final payment schedule is in support of **[Kane County Health Department's]** ability to access ILCHF grant funds necessary to successfully implement the FRO planning grant.

If the Grantee is in agreement with the amended terms of this Grant, please indicate agreement to such terms and conditions by having this Second Amendment countersigned by the appropriate officers of Grantee and returned to Nedranae Hunt, Senior Manager of Grants and Administration at nedranaehunt@ilchf.org on or before **May 15, 2025.**

Docusign Envelope ID: ED0D2B67-9C96-4597-B231-B7EE13AC202E



We look forward to our continued work with you.

Sincerely,

Illinois Children's Healthcare Foundation

By: DocuSigned by: Heather Higgins Alderman 0DCDD668EBE845A...
Heather Higgins Alderman, President & CEO

ACCEPTED AND AGREED:

**Kane County Health Department**

| **Organization CEO/Executive Director/ Department Head** | **Chair of the Board of Organization/ Board Designated Official** |
|---|---|
| By: _____ | _____ |
| Printed Name | Printed Name |
| _____ | _____ |
| Signature | Signature |
| Title: _____ | _____ |
| Date: _____ | _____ |
| E-mail: _____ | _____ |

**Notification of payment should be sent to:**

Name: _____

Title: _____

Address: _____

City/St/Zip: _____

E-mail: _____

Telephone: _____

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# RESOLUTION NO. 25-315

## AUTHORIZING THE PLACEMENT OF A MARKER IN MEMORY OF JOHN R. CARR, RETIRED SUPERINTENDENT OF THE VETERANS ASSISTANCE COMMISSION

WHEREAS, John R. Carr was a lifelong resident of Kane County and served his Country with distinction and valor in the U.S. Army earning the Bronze Star Medal, Air Medal, Purple Heart Medal, and Combat Infantryman Badge in the Vietnam War; and

WHEREAS, John R. Carr began his public service with the Veterans Assistance Commission as a caseworker in 1974, and in 1977 was appointed Superintendent, a role he held until his retirement in 2013; and

WHEREAS, John R. Carr was the first Vietnam Veteran in Illinois to serve as Superintendent of a Veterans Assistance Commission, providing guidance and compassion to thousands of Kane County Veterans over nearly four decades; and

WHEREAS, under his leadership, the Veterans Assistance Commission established a permanent Veterans Memorial on the grounds of the Kane County Government Center in Geneva, which was dedicated on November 11, 2004, honoring Kane County's sons and daughters who lost their lives in service to our Country from the Spanish-American War through the Global War on Terrorism; and

WHEREAS, John R. Carr passed away in a car accident in Kansas on February 12, 2025.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes the Veterans Assistance Commission to place a stone marker adjacent to the walkway leading to the Kane County Veterans Memorial, commemorating John R. Carr's service to our Country and lasting contributions to the veterans of Kane County.

Passed by the Kane County Board on September 9, 2025.

| | |
|---|---|
| _____ | _____ |
| John A. Cunningham, MBA, JD, JD | Corinne M. Pierog MA, MBA |
| Clerk, County Board | Chairman, County Board |
| Kane County, Illinois | Kane County, Illinois |

Vote:

## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

**Title**

Authorizing the Placement of a Marker in Memory of John R. Carr, Retired Superintendent of the Veterans Assistance Commission

**Committee Flow:**
Public Service Committee, Executive Committee, County Board

**Contact:**
Jacob Zimmerman, (630) 232-5942

**Budget Information**:

| | |
|---|---|
| Was this item budgeted? No | Appropriation Amount: $N/A |
| If not budgeted, explain funding source: Veterans Assistance Commission NFP Foundation | |
| Was this item passed through the appropriate committee? Yes | |

**Summary**:

This resolution authorizes the placement of a memorial stone approximately 20”x10” in the mulch area along the sidewalk leading to the Kane County Veterans Memorial commemorating the contributions that John R. Carr made during his employment by the Veterans Assistance Commission. The memorial stone has been approved by the delegates of the Veterans Assistance Commission and funding through the Veterans Assistance Commission Non-Profit Foundation.

**Mulch Area where Memorial Stone to be Placed**

**Current Memorial Stone in the Mulch Area ~20” x ~10”**

Memorial Stone is granite 20" x 10"

IN HONOR OF

# JOHN R. CARR 1949 - 2025

VETERANS ASSISTANCE COMMISSION OF KANE COUNTY
CASEWORKER 1974 - 1977
SUPERINTENDENT 1977 - 2013

FIRST VIETNAM VETERAN TO BE SUPERINTENDENT
OF A VETERANS ASSISTANCE COMMISSION IN ILLINOIS

FATHER OF THE KANE COUNTY VETERANS MEMORIAL

PLEASE SIGN IF CORRECT X

ST. CHARLES MEMORIAL WORKS
*Fax (630) 584-0189*
*Phone (630) 584-0183*

*25-John_Carr_memorial_tree_marker*

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# RESOLUTION NO. 25-316

## APPROVING PURCHASE OF ONE (1) 2025 3.25 CUBIC YARD ARTICULATING WHEEL LOADER FOR THE KANE COUNTY DIVISION OF TRANSPORTATION

WHEREAS, pursuant to Kane County Resolution No. 22-266, the County of Kane and Sourcewell entered into an Intergovernmental Agreement (IGA) to procure materials, services, supplies, equipment, construction and construction-related services; and

WHEREAS, bids have been solicited and received for one (1) 2025 model year 3TS-8T 3.25 Cubic Yard Articulating Wheel Loader (hereinafter the "Loader") for the County's Division of Transportation; and

WHEREAS, McCann Industries, Inc. was the selected Vendor for the Street Sweeper under the Sourcewell authorized cooperative agreement, at a total purchase price of $288,590.00.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the offer for said Loader from McCann Industries, Inc. in the amount of Two Hundred Eighty-Eight Thousand Five Hundred Ninety Dollars ($288,590.00) is accepted and that the County of Kane purchase said Loader from McCann Industries, Inc.; payment therefor to be made from the County Highway Fund #300, Line Item #70110 (Machinery and Equipment).

*Line Item:* 300.520.520.70110
*Line Item Description:* Machinery and Equipment
*Was Personnel/Item/Service approved in original budget or a subsequent budget revision?* Yes
*Are funds currently available for this Personnel/Item/Service in the specific line item?* Yes
*If funds are not currently available in the specified line item, where are the funds available?* N/A

Passed by the Kane County Board on September 9, 2025.

| | |
|---|---|
| _____ | _____ |
| John A. Cunningham, MBA, JD, JD | Corinne M. Pierog MA, MBA |
| Clerk, County Board | Chairman, County Board |
| Kane County, Illinois | Kane County, Illinois |

Vote:

## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

**Title**

Approving Purchase of One (1) 2025 3.25 Cubic Yard Articulating Wheel Loader for the Kane County Division of Transportation

**Committee Flow:**
Transportation Committee, Executive Committee, County Board

**Contact:**
Michael Way 630.406.7359

**Budget Information**:

| | |
|---|---|
| Was this item budgeted? yes | Appropriation Amount: $288,590.00 |
| If not budgeted, explain funding source: N/A | |
| Was this item passed through the appropriate committee? Yes | |

**Summary**:

Description: 2025 Case 721G2 Z-Bar Wheel Loader

Vendor: McCann Industries, Inc. (Sourcewell Contract 011723)

Purchase price – Total $288,590.00

Comments: This Loader will be stored at the main Kane County Division of Transportation yard in St. Charles. The loader is used to stockpile salt in our storage dome and to load trucks with salt, gravel and other materials. This loader is also used to respond to emergencies and help clear roads after storms or other events.

This loader will be replacing a 2008 Case 721G with about 7500 hours on it. Our current loader is becoming less dependable and is in current need of repairs to put the loader back in service and safe. Those repairs have been quoted at $40,000-$50,000.

McCann Industries has offered the County $34,000 as a trade value of the current loader. Staff is researching if auctioning will bring higher value.

Funding is available for this equipment in the FY25 Budget.

Staff recommends approval.

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**Solicitation Number: RFP # 011723**

# CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and CNH Industrial America LLC**,** 700 State Street, Racine, WI 53404 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Heavy Construction Equipment with Related Attachments and Technology from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

## 1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

## 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities.

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Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

## 4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

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- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

## 5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## 6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity

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payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## 7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;

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- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

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note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## 10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## 12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in

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advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

## 14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

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## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

**18. INSURANCE**

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional

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insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## 19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## 20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## 21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional

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requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 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. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess

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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 U.S.C. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 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 of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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 U.S.C. § 1352. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 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;

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

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

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## 22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

**Sourcewell**

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 4/4/2023 | 2:29 PM CDT

**CNH Industrial America LLC**

DocuSigned by:
By: Amy Swett
7FCB6D1BF7F04C0...
Amy Swett
Title: Government & Fleet Sales Account Manager–New Holland CE brand

Date: 4/4/2023 | 2:31 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 4/4/2023 | 2:39 PM CDT

DocuSign Envelope ID: B078CCAE-5C98-4177-BC3F-8EC890AE6487

# RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

## Vendor Details

| | |
|---|---|
| Company Name: | CNH Industrial America LLC |
| Address: | 700 State Street<br>Racine, WI 53404 |
| Contact: | Clint Jenkins |
| Email: | Clinton.jenkins@caseih.com |
| Phone: | 937-218-1701 |
| Fax: | 877-764-1369 |
| HST#: | 760433811 |

## Submission Details

| | |
|---|---|
| Created On: | Wednesday November 16, 2022 13:07:37 |
| Submitted On: | Tuesday January 17, 2023 12:55:10 |
| Submitted By: | Amy Swett |
| Email: | amy.swett@newholland.com |
| Transaction #: | a0423bfd-2f16-47ee-b66d-446ac499cd78 |
| Submitter's IP Address: | 159.61.192.15 |

## Specifications

### Table 1: Proposer Identity & Authorized Representatives

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question | Response * | |
|---|---|---|---|
| 1 | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier") | CNH Industrial America LLC | * |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | CNH America LLC | * |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | CNH Industrial America LLC does not have any assumed names or DBA. | * |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | 10988 | * |
| 5 | Proposer Physical Address: | 700 State Street<br>Racine, Wisconsin 53402 | * |
| 6 | Proposer website address (or addresses): | https://www.cnhindustrial.com<br>https://www.casece.com<br>https://construction.newholland.com<br>www.newholland.com | * |
| 7 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Amy Swett<br>Government & Fleet Sales Account Manager – New Holland CE brand<br>500 Diller Avenue<br>New Holland, PA 17557<br>Amy.swett@newholland.com<br>717-715-2489 | * |
| 8 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Amy Swett<br>Government & Fleet Sales Account Manager – New Holland CE brand<br>500 Diller Avenue<br>New Holland, PA 17557<br>Amy.swett@newholland.com<br>717-715-2489 | * |
| 9 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Tony Simpson<br>Government Affairs<br>6021 State Street<br>Racine, WI 53142<br>262-631-0881<br>tony.simpson@cnhind.com | |

### Table 2: Company Information and Financial Strength

| Line Item | Question | Response * | |
|---|---|---|---|
| 10 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | The origins of Case date to 1842, when Jerome Increase Case (born in 1819) created Racine Threshing Machine Works in Racine, Wisconsin. The company produced its first portable steam engine in 1876, which is now on display at the Smithsonian Institution.<br><br>In 1957 Case made the 320 Construction King backhoe loader.Since 1969 Case has manufactured skid steers, starting in Burlington, Iowa and later moving production to Wichita.<br><br>The company evolved into the Case Corporation, which merged with New Holland in 1999 to become CNH Global which in 2011 became CNH Industrial. | |

2005: Case made its 500,000th backhoe loader and in 2010 made its 250,000th skid steer loader.

2016: Case released the new G-Series wheel loader lineup consisting of seven new models from 521G thru 1121G.

2017: In its 175th year in business, Case announced its facility in Wichita produced its 300,000th skid-steer loader.

2017: At Conexpo-Con/Agg 2017 Case released the CX750D excavator.

As of May 2017, Case “sells a full line of construction equipment around the world, including the number one loader/backhoes, excavators, motor graders, wheel loaders, vibratory compaction rollers, crawler dozers, skid steers, compact track loaders and rough-terrain forklifts.

New Holland Construction was founded in 1895 in New Holland, Pennsylvania; in 1966 New Holland’s first backhoe loader was introduced; in 2005 New Holland Construction Brand was created with a global full-line product offering of Skid steer loaders, compact track loaders, tractor loader backhoes, tractor loaders, wheel loaders and excavators. Since 1999, New Holland is a brand of CNH, which was demerged from Fiat Group to Fiat Industrial at the start of 2011.

2007 New Holland made 200,000 Skid Steer loaders and celebrated 35 years of designing and building its highly successful skid steer loader. They are the preferred choice of landscapers around the world and #1 in lift and carry compact machines.

2008 New Holland’s “green” engine. New Holland launched the E215B crawler excavator, which mounts a brand-new engine which dramatically reduces emissions well below the levels required by regulations.

New Holland equipment is built all around the world; the headquarters is in Turin, Italy and with ten plants and ten research and development centers spread globally, more than 800 dealers and 2,100 outlets. It is present in 100 countries worldwide.

New Holland produces thirteen product families, five in the heavy range and eight in the light range; products include dozers, mini excavators, graders, wheel loaders, crawler excavators, backhoe loaders, skid steer loaders.

Productivity, safety, and environmental responsibility are the cornerstones of New Holland’s offering built around our customers. We are a key player in the global construction equipment industry born of the rich heritage of brands that made the history of this sector.

In partnership with our worldwide network of dealers, we deliver products and services that meet our customers’ requirements for productivity, safety, environmental performance, and fuel and cost efficiency. We know our customers’ business and we provide them with a full line of innovative products and services designed for the specific applications of their industry.

CNH Industrial is committed to delivering the highest ethical standards and supporting its dealers and customers through a diverse and inclusive workforce, industry-leading technology, exceptional safety and quality, and unmatched innovation.

At CNH Industrial, we pride ourselves on delivering the best. That means strengthening our product portfolio with dedicated financing, tools and components and selecting the best partners to support us in delivering value to our customers.

We are proud of the work we do at CNH Industrial, where a focus on innovation has helped us to maintain our competitive edge and our position of global leadership.

In 2014 we have a new licensing agreement with Sumitomo Construction Machinery to manufacture Sumitomo designed crawler excavators from 13 to 35 tons. In 2016 we entered an exclusive mini-excavator alliance with Hyundai Heavy Industries.

The full integration of environmental and social considerations with economic objectives enables the Group to identify potential risks and seize additional development opportunities, resulting in a process of continuous, and sustainable, improvement that creates value over the long-term. We recognize the real importance of promoting a circular product life cycle in which resources are used fully and for as long as possible, and products and materials are recovered and regenerated at the end of their service life. For this reason, the Company offers a range of products able to run on fuels derived from renewable sources and is committed to adopting sustainability criteria from the design stage to develop more environmentally friendly products. To maximize product life, CNH Industrial also offers

its customers a range of remanufactured spare parts, in line with its circular economy approach. In manufacturing processes, emphasis is given to improvements that increase waste recovery and reuse.

Living and working in cooperation with the surrounding area, and collaborating on projects that benefit the community, contribute to enhancing the satisfaction of employees (who often live close to plants) and their sense of belonging to the Company, while bringing economic advantages to both the Company and the community. Projects are measured in three fundamental areas. These areas are: Improving food availability, combating climate change & reducing environmental impact and supporting youth training.

A key priority at CNH Industrial is to improve food availability. In the USA, CNH Industrial supports the FFA (formerly known as Future Farmers of America), an association active in farming education since 1928. In 2018, to further its commitment, the Company chartered its own FFA Alumni and Supporters Chapter1, through which employees can engage with students pursuing agriculture degrees and with members of other FFA Chapters nationwide. In 2021, the Company continued to be heavily involved with the FFA. Case IH, New Holland Agriculture, and CNH Industrial Capital continued their Silver Sponsorship of the National FFA Foundation, including its national convention with over 60,000 attendees. Furthermore, employees continued to engage with FFA students at professional development events, and again raised funds towards the purchase of approximately 70 FFA uniforms for students in need.

CNH Industrial also continued its We Care We Share outreach program, holding an educational event at the Thai Sa Kaeo College of Agriculture and Technology aimed at raising agricultural technology standards in the country while creating a new generation of agricultural experts.

In 2021, given the ongoing pandemic, CNH Industrial continued to support more vulnerable sections of society, including through food where needed. Located near the Company's sites in Racine (USA), the Hunger Task Force Farm yields over 226,000 kilos of fresh produce each harvest season to feed the hungry and create a reliable source of healthy food for its network of food banks. In 2017, the farm added a New Holland Agriculture tractor (donated by CNH Industrial Capital) to its operation. In 2021, the Company made a cash donation to the organization to purchase Thanksgiving turkeys for community members in need, while employees provided additional support by volunteering on the farm.

A key priority at CNH Industrial is to combat climate change, whose negative impact on ecosystems affects the quality of life for people in local communities and consumer choices. The Company has initiated several projects to tackle this global issue, which are also aligned with SDG 13 'Climate Action'. These projects are increasingly focusing on reducing the environmental impact of Company plants, including on local communities, and on helping protect the latter against the effects of climate change such as desertification, water scarcity, and the loss of biodiversity. Other initiatives are in place to promote responsible behavior to minimize environmental impact. Participation in the projects associated with this key priority allows CNH Industrial's brands to enhance their profile and increase their visibility among potential customers and strengthens Company employees' sense of belonging.

At CNH Industrial, a key priority is to engage local communities. To this end, and in line with stakeholders' expectations, the Company prioritizes initiatives that support local community development, especially youth training. In addition to the awards and scholarships given to employees' children, the Company works hard to promote young people's education by collaborating with private and public institutions and other stakeholders. Projects are also aligned with SDG 10 'Reduce inequality within and among countries', as they promote training in Emerging Markets with the aim of developing qualified potential recruits for the Company's sales and service networks.

TechPro2, a joint project with schools run by the Don Bosco Salesian Society, aims at training mechatronics specialists to meet a growing demand for skilled personnel, thus offering young people greater employment opportunities – especially within the Company's sales and service network. Training includes theory and hands-on learning at Salesian centers, followed by targeted internships in the field. The goal of TechPro2 is two-fold: on the one hand, to ensure students have a future vocation; on the other, to enhance the quality of specialized technical assistance for the brands' products while meeting the demand for qualified technicians at authorized dealers and workshops. The Company provides expertise by training the teachers, who pass on the knowledge to the classroom students. It also offers financial aid, tools, and essential parts (such as complementary vehicles, engines, drives, and diagnostic tools) for classroom training and practice.

CNH Industrial believes that operating in a socially responsible and ethical manner,

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| | | and in compliance with the laws of the countries in which it operates, is crucial to its long-term success. The Company's Code of Conduct summarizes its policies on various compliance and ethics issues (such as conflicts of interest, corruption, competition, and health and safety). Such policies reflect, among other things, the Company's commitment to adopting fair employment practices, ensuring safety in the workplace, supporting, and fostering environmental awareness, and respecting the communities in which it operates, in compliance with applicable laws. The Company is also committed to the creation of long-term sustainable value for all its stakeholders and is firmly convinced that respect for fundamental human rights and for basic working conditions is a prerequisite to achieving this. The Board of Directors is responsible for creating a culture that fosters such long-term value creation – a task that requires compliance with all applicable laws. To this end, and to clarify and make explicit the Company's values and expectations, the Board has adopted both a Code of Conduct and a Supplier Code of Conduct.<br><br>Our vast network of CNHi dealers will provide local product technical support at the dealership or out on the road to the members along with providing the start-up and operations training compliant with OSHA regulations, which the members need to get to receive the max. performance and efficiencies out of their products. The customers can also purchase OEM parts from our dealer network to support the members and to ensure their equipment obtains the max. amount of run time. Our financial services to the members include leasing options and extended warranties which are handled directly at the dealership. Members who are on a budget can rent or demo equipment from the dealership. The equipment will be a unit that has not been retailed and comes with full warranty (less than 250 hrs) or pro-rated warranty (if the unit has over 250 hrs). The customer will receive the member list discount and demo/lease adjustment based on rent for sale program rates less any service or clean up fees dealer would have incurred. | |
| 11 | What are your company's expectations in the event of an award? | When CNH Industrial is awarded the Sourcewell contract, we expect to continue to achieve an overall sales growth of over 10%. Throughout the pandemic and component parts not reaching our plants in a timely manner, we still saw growth in our Sourcewell contract. We plan to continue this growth cycle in 2023. CNH Industrial announce a culture transformation where everyone's voice will be heard. We have five new beliefs Customer first, grow together, one team, make it simple, be the best. This is exactly what we are planning to do with this contract. We want our customers to walk into our dealerships and be heard. Get the product they want and make it an effortless process with Sourcewell. We will continue to partner with Government Solutions Team (GST) where we have done more training in 2022 and plan to continue to follow that process in 2023. Their training includes web training, ride-a-longs to help educate the sales teams and the customers in addition to training new or re-train dealers within their first 60 days. Additional emphasis will go to getting our dealers to attend GTKU's and universities to round out their knowledge of the contract and how to use it to drive the contract's need. We are also going to target and engage with the government entities to get our Sourcewell contract adopted versus these entities having their own contract. | * |
| 12 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | CNH Industrial reported strong full year performance in 2021, its final year of operations as a combined Off- and On-Highway entity. We delivered consolidated revenues of $33.5 billion, up 29% from the previous year. Both our adjusted EBIT from our Industrial Activities at $2,086 million(1) and our full year Net Income at $1.8 billion (which translates to $1.28 in earnings per share) were the highest in our Company's history. Market driven volume and disciplined pricing were key drivers of our record earnings, alongside the team's successful execution, which they achieved while often managing very challenging supply chain and logistics issues. We also recorded another very strong year for positive free cash flow of Industrial Activities(1), at over $1.8 billion as our operational execution improved.<br>For additional information see our Annual Financial Report 2021 | * |
| 13 | What is your US market share for the solutions that you are proposing? | Model Year 2021 CNH Industrial market share 9.5%<br><br>Case Construction 7.9%<br><br>New Holland Construction 1.6% | * |
| 14 | What is your Canadian market share for the solutions that you are proposing? | Model Year 2021 CNH Industrial market share 12.6%<br><br>Case Construction 12.1%<br><br>New Holland Construction .5% | * |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | NO | * |

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| 16 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.<br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | CNH Industrial is the manufacturer of the equipment offered in this proposal. Our sales and service force is provided through our network of 1107 North American dealers. Our dealerships are independently owned and operated so they are positioned to provide sales and post support for our customers. Through the post-sale support our dealers offer parts and service. CNH Industrial imposes strict contract regulations and standards (Pinnacle), to hold dealers accountable for all interactions a customer has. This would include sales, service, parts, marketing, and operations. * |
| 17 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | CNH Industrial adopts the World Class Manufacturing (WCM) management system, a program for innovation based on continuous improvement, developed to eliminate all types of waste and loss through the rigorous application of specific methods and standards (see page 165). Given the customers' demand for ever-higher quality and the level of excellence required by the WCM, the focus is on the quality of every aspect of the manufacturing process, which has led plants to also adopt a quality management system compliant with ISO 9001. As of December 31, 2021, 57 CNH Industrial plants were ISO 9001 certified, collectively accounting for 98% of revenues from sales of products manufactured at the Company's plants1. To achieve its quality standards, CNH Industrial devised a robust supply chain management process (see page 151) to ensure the procurement of quality components, which are essential to produce vehicles that meet the high standards demanded by customers. CNH INDUSTRIAL completed an initiative, known as Technology Days, gives suppliers a chance to display their innovative products in terms of innovation, technology, and quality, while addressing specific topics and sharing information on recent technological developments. In 2021, the event was as always attended by CNH Industrial employees but held virtually. As of December 31, 2021, 220 supplier plants had adopted the World Class Manufacturing (WCM) program, with no increase compared to 2020 due to pandemic-related restrictions and strategy changes to the WCM supplier program itself. The WCM adoption process entails several activities that take place in two distinct yet equally important phases, and that are meant to provide suppliers with the necessary knowledge to apply the intrinsic concepts of Lean Production. Firstly, various training sessions led by CNH Industrial's WCM program specialists are delivered to suppliers. Secondly, supplier WCM teams are given the opportunity to visit selected CNH Industrial plants to learn about the Company's best practices.<br><br>Safety is a priority across the Company, as evidenced by the compliance of management systems with the ISO 45001 international standard, as well as with the continuous improvement principles of World Class Manufacturing (WCM) and its specific Safety pillar (see page 165). CNH Industrial's approach to occupational health and safety is based on effective preventive and protective measures, implemented both collectively and individually, aimed at minimizing risk of injury in the workplace. The Company endeavors to ensure optimal working conditions, applying principles of industrial hygiene and ergonomics to managing processes at an organizational and operational level. Additionally, it adopts the highest standards in the countries in which it operates, even where regulatory requirements are less stringent, believing this to be the best way to achieve excellence. In addition, the central Environment, Health, and Safety (EHS) function (which serves as a reference point for sustainability) coordinates and manages health and safety issues as per CNH Industrial's Health and Safety Policy. It periodically verifies performance against targets, proposes new initiatives, and defines health and safety policies. The Company's certification of its occupational health and safety management systems as per the ISO 45001 international standard is voluntary and covers 58 CNH Industrial manufacturing plants worldwide, accounting for 45,521 employees. In 2021, * the Company completed its transition to the new ISO 45001:2018 Occupational Health and Safety Management standard, which supersedes the OHSAS 18001:2007 standard. Certifications are awarded by accredited international bodies (in turn continuously and rigorously monitored by other international organizations) that review and certify the high levels of reliability and of operational and procedural standards. In 2021, the occupational health and safety management systems at some non-manufacturing sites were ISO 45001 certified, accounting for 5,684 employees at 12 different sites and locations. In total, 70 CNH Industrial sites worldwide (manufacturing and non-manufacturing) are now ISO 45001 compliant – covering 51,205 employees (about 75.9% of the employees within the reporting scope), 5,388 |

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| | | contractors, and 7,190 agency workers (representing, respectively, 97% and 91% of the relative populations within the reporting scope) – as are all joint venture plants in which CNH Industrial has at least a 51% interest.<br><br>World Class Manufacturing (WCM) data (see page 165) relates to 51 plants, representing 99% of revenues from sales of products manufactured at CNH Industrial plants4. Occupational health and safety data (see page 82) relates to 66,129 employees, or about 98% of the workforce within the reporting scope. There are 58 ISO 45001 certified plants, accounting for 95% of Company plants and representing approximately 100% of revenues from sales of products manufactured at CNH Industrial plants4. Information on environmental performance (including VOC5, water, and waste) and management systems (see pages 167; 170) relates to 54 fully consolidated plants, accounting for 89% of Company plants and representing 99.5% of revenues from sales of products manufactured at CNH Industrial plants4. There are 58 ISO 14001 certified plants, accounting for 95% of Company plants, representing approximately 100% of revenues from sales of products manufactured at CNH Industrial plants4, and relating to 44,682 employees (or about 97% of the workforce at the plants within the reporting scope4). Information on energy performance (including CO2, NOX, SOX, and dust emissions) and management systems (see pages 171; 179; 181) relates to 55 fully consolidated plants, accounting for 90% of Company plants and representing 99.7% of revenues from sales of products manufactured at CNH Industrial plants4. There are 54 ISO 50001 certified plants, accounting for 89% of Company plants, representing 99.5% of revenues from sales of products manufactured at CNH Industrial plants4, and relating to 44,146 employees (or about 95.5% of the workforce at the plants within the reporting scope4).<br><br>Moreover, there are 57 ISO 9001 certified plants, accounting for 93% of Company plants, representing 98% of revenues from sales of products manufactured at CNH Industrial plants4, and relating to 44,256 employees (or about 96% of the workforce at the plants within the reporting scope4).<br><br>CNH Industrial also holds its suppliers to a high standard in human resources and sustainability. Please see the attached files for CNH Industrial's Sustainability Plan and Supplier Code of Conduct for more information. | |
| 18 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | CNH Industrial has not been Suspended or debarred | * |

### Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * | |
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| 19 | Describe any relevant industry awards or recognition that your company has received in the past five years | CNH Industrial (NYSE: CNH INDUSTRIAL / MI: CNH INDUSTRIAL) received a 2022 Manufacturing Leadership Award for outstanding achievement in the Sustainability Leadership category, which honors manufacturers that are shaping the future of the sector through digital transformation. This is the third consecutive year that the Company has earned recognition from the Manufacturing Leadership Council, which is a division of the National Association of Manufacturers.<br><br>CNH Industrial's award-winning project, Smart Pretreatment for the Paint Shop, was executed by the manufacturing team at the Case IH and STEYR agricultural production plant in St. Valentin, Austria. The project enhanced operator safety while ensuring optimum paint quality and sustainable use of additives.<br><br>The T6 Methane Power also won the prestigious Sustainable Tractor of the Year 2022 award at the EIMA International4 trade show held in Bologna (Italy), assigned by a jury panel of top European journalists specializing in farm equipment.<br><br>Other awards include Innovative Iron for our DL550 Compact Dozer loader in 2022, Top 100 in 2022 for DL550 Compact Dozer loader, TV620B CTL, E. Series Excavators. Top 50 award in 2022 for TV620B CTL. This is just to name a few. Please see entire list in attached documents. | * |

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| 20 | What percentage of your sales are to the governmental sector in the past three years | Case Construction -<br>2021 –14%<br>2020 –15%<br>2019 –20%<br>New Holland Construction -<br>2021 – 9%<br>2020 – 10%<br>2019 – 20% | * |
| 21 | What percentage of your sales are to the education sector in the past three years | CNH Industrial Construction brands does not have the capability to pull out the educational percentage, but it is calculated into our sales to the government below. | * |
| 22 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | New Holland Construction (CE) Contract Sales<br>Sourcewell CE Contract<br>2019 $2,906,112<br>2020 $2,125,345<br>2021 $3,851,787<br>Michigan CE contract no sales from 2019-2021<br>Pennsylvania CE<br>2019 <$200,000<br>2020 <$300,000<br>2021 < $400,000<br>Ohio CE<br>2019 $158,736<br>2020 $206,926<br>2021 $98,665<br>Iowa CE<br>2019 $59,043<br>2020 $104,200<br>2021 <$100,000<br>State of Louisiana<br>2019 $330,000<br>2020 $0<br>2021 <$100,000<br>State of Georgia<br>2019 $0<br>2020 $170,000<br>2021 <$100,000<br>NASPO<br>2019 $303,000<br>2020 $150,000 | * |

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| | | 2021 $351,000<br>BuyBoard<br>2019 $938,000<br>2020 $547,000<br>2021 $331,000<br>HGAC – No Activity<br><br>Case Construction Contract Sales<br>Sourcewell Case Construction contract<br>2019 $24,000,000<br>2020 $18,000,000<br>2021 $11,000,000<br>State of Michigan Case CE<br>2020 $ 176,027<br>2021 $ $82,070<br>2022 $ $321,663<br>NASPO Case Construction Contract<br>2019 $1,200,000<br>2020 $1,600,000<br>2021 $2,240,000 | |
| 23 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | CNH Industrial Construction brands do not hold any of these contracts. | * |

**Table 4: References/Testimonials**

**Line Item 24**. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| **Entity Name** * | **Contact Name** * | **Phone Number** * | |
|---|---|---|---|
| Erie Water Works | Ann Whipple | 814-870-8016 | * |
| State Procurement Standards Analyst, OH | Stephanie Klingler | 614-387-1130 | * |
| Central Procurement-Enterprise Sourcing – MI | Yvon Dufour | 517-249-0455 | * |

### Table 5: Top Five Government or Education Customers

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * | |
|---|---|---|---|---|---|---|
| na | Government | Indiana - IN | Mowing | YR QTY<br>2019 1<br>2020 21<br>2021 11 | 2019 $ 112,418<br>2020 $3,064,492<br>2021 $2,083,958 | * |
| na | Government | New York - NY | Mowing | YR QTY<br>2019 25<br>2020 28<br>2021 0 | 2019 $4,405,899<br>2020 $5,039,273<br>2021 $ 0 | * |
| na | Government | BC - British Columbia | Mowing/snow removal | YR QTY<br>2019 10<br>2020 6<br>2021 6 | 2019 $1,510,557<br>2020 $ 951,797<br>2021 $1,353,325 | * |
| na | Non-Profit | ON - Ontario | Mowing/snow removal | YR QTY<br>2019 16<br>2020 0<br>2021 1 | 2019 $3,647,150<br>2020 $ 0<br>2021 $ 137,142 | * |
| na | Government | South Carolina - SC | Mowing | YR QTY<br>2019 19<br>2020 8<br>2021 6 | 2019 $2,391,487<br>2020 $1,064,046<br>2021 $ 771,893 | * |

### Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question | Response * | |
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| 26 | Sales force. | CNH Industrial field sales force is comprised of employees of the company as well as third party employees of our dealer network who cover the entire US and Canada. Our Field Sales Force are fully focused on the sale of CNH Industrial through our Dealer Networks to our end user. The New Holland Construction Field Sales team is comprised of 5 Region Sales Directors, 44 Territory Business Managers, 5 Business Sales Specialists, 5 Dealer Development Managers, 8 Regional Product Specialists and 40 Technical and Specialty Field Managers. Case Construction is made up of 3 Regional Sales Directors, 21 Field Sales Specialist, 10 Business Managers, 6 Sale Support Managers, and 2 Product & Application Training Specialist. Each independent CNH Industrial dealer supports its local customer base with its own sales, product support and service personnel. | * |

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| 27 | Dealer network or other distribution methods. | Case Construction and New Holland Construction has a dedicated dealer network strategically located across North America, and we are continually looking to see where new locations can be opened. Our dealer locations are fully trained and dedicated to sell and support Case Construction and New Holland Construction products covered in this RFP. Many of the principals, their staff and customers hold positions on their local city, village, township, county boards, school boards and positions within their churches, non-profit camps and Fair Boards and non-profit organizations such as Scouts, 4-H, Ducks Unlimited, etc. The efforts and plans of GST to engage New Holland construction dealers from the top down carries the value of our Sourcewell contract through to these community officials who need to purchase equipment efficiently.<br><br>Our company supports our dealer network with professional Field Service Managers. Each dealership is staffed with parts and service personnel trained to support the products in their area of responsibility. Our company supports the entire United States, along with Hawaii, Alaska, and Canada. Our dealer service personnel are factory trained as well as have access to “Assist,” a technical database that helps technicians quickly diagnosis failures through CNH Industrial technical advisors and fellow dealers. We have further support by the Customer Care contact phone numbers: New Holland Construction 1-888-365-6423 and Case Construction 1-866-542-2736. | * |
| 28 | Service force. | Our Field service force is comprised of employees as well as third party employees of our dealer network that covers the US and Canada. All employees must meet annual service training requirements provided on-site by our company, including our service school and online technical training program. Our Field Service force are fully focused on the service of CNH Industrial through our Dealer Networks to the end user. Each one of our independent dealer supports its local customer base with its own sales, product support and service personnel. We value their position as the local support to the members and provide them with the tools, training and support they need so they are a well- rounded team when it comes to the members. | * |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | CNH Industrial ordering process with be handled by our dealer network. The members will go directly to their local dealership when the PO is approved. Their local dealer will then place the order through the eQuipment program which then is sent to the plant and our Order Management department. From there it will be placed into a production schedule. Dealers can monitor the orders from eQuipment to see when the product will be scheduled and when it will be shipping. | * |
| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | Customer service begins with our dedicated dealer network. Each one of our dealerships is fully trained and supported by CNH Industrial so they are committed to immediately addressing all customer needs. Each one of our brand dealerships is supported by the Corporate Customer Service team, “Assist” and factory training.<br><br>CNH Industrial interacts with and assists its customers to give them an experience that meets their expectations. The Company’s Customer Care departments specialize in developing, managing, and promoting customer service solutions, fostering long-lasting relationships, and satisfying customer needs and expectations. Customers may request information or report an issue via the brands’ websites, toll-free numbers, smartphone applications, or via email – 24 hours a day, 7 days a week. Customer Care staff manage the entire process, from initial customer contact to final feedback to the customer, ensuring resolutions in the timeliest manner.<br><br>New Holland Construction’s incentive program is the Dealer Standards Program. CASE Construction Equipment’s incentive program is the Partnership Program. These programs are designed to assess dealers and reward best-in-class performance across a wide range of operational and performance criteria.<br><br>Case Construction provides the Tomahawk Customer Center which has been serving its customers for more than 60 years. Sitting on more than 500 acres in Wisconsin’s Northwoods, the CASE Tomahawk Customer Center is a premier year-round demonstration facility and business retreat. Enjoy a fully interactive experience with personalized training, state-of-the-art product demonstrations, hands-on equipment operation, and a healthy dose of our trademark hospitality. Like our company and our dealers, our Tomahawk staff is here to provide you with expert guidance and education to help you make informed operating and maintenance decisions | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | CNH Industrial has been selling and servicing members in the United States through our Sourcewell contract for 12 years. We offer a full array of Construction products and services through our network of local dealers. | * |

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| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | CNH Industrial has been selling and servicing members in Canada through our Sourcewell contract for 12 years. Our company offers a price book series in Canadian dollars. We also offer a full array of Construction products and services through our network of local dealers. Our financing and leasing teams live in Canada. This ensures the members are working within the regulations of the Canadian rules. With the assistance of Sourcewell and Canoe Procurement Group and GST, we are expanding our marketing and training efforts and dealer presence throughout Canada. There is a scheduled webinar with Canoe Procurement Group in March 2023. | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | CNH Industrial will be serving all locations of the United States and Canada. | * |
| 34 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | CNH Industrial will be serving all Sourcewell and CANOE Procurement Group of Canada members. | * |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | CNH Industrial will service all of Hawaii, Alaska, US, and Canada in all market segments. Shipping and delivery expense calculation method will be used for offshore transactions, Alaska, and Hawaii. | * |

**Table 7: Marketing Plan**

| Line Item | Question | Response * | |
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| 36 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | We will promote Sourcewell to our sales team and government dealers of over 1,000 to our customers. Our sales teams will attend regional training, webinars or in-person training. They will then help to promote and work through a potential sale through the Sourcewell contract with the local dealership. Our dealers will be trained by CNH Industrial government sales manager or their territory business manager. On-insight training, webinars or phone calls can be completed for training. We also have a partnership with Government Solutions Team for New Holland Construction that will also conduct webinars and on-sight training. We want our dealers to have a vast amount of support and success while being trained on the contract. All training is free to the dealers and goes through our Web University for tracking and awarding the teams for their participation. We work with Sourcewell and Canoe Procurement Group to provide marketing materials to the dealers. This material is also used by the dealers for customer visits, shows and other events where our brands and the contract are being promoted.<br>New Holland Construction is also in the process of updating the Buyer's Guide that promotes our products to our government customers. We list our cooperative contracts at the back of the guide. This guide will be distributed to our dealers which in turn will provide to their customers. I have provided a picture of the back page for reference. | * |
| 37 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | CNH Industrial incorporates several uses of technology, digital data, social media, and data to drive market awareness, target prospective sales, train our teams and customers, and perform community outreach. CNH Industrial has a dedicated website for our products and services. New Holland's website allows prospects to build equipment to their specifications, locate dealers and have direct contact information to each government representative. Case Construction website allows prospective customers to locate dealers. Our social media presence spans from Instagram, Facebook, Twitter and LinkedIn. We follow, like and share Sourcewell media along with other industry leaders to promote a full support system to our teams, dealers, and the community. By doing this, it keeps our brands at the top of our prospects' minds. We also utilize data from the Association of Equipment Manufactures (AEM) on governmental and non-profit sales. The data shows sales activities and high-density sales areas. This also allows us to understand our effectiveness in the marketplace compared to our competitors.<br>We also have a governmental bid service. By investing in this service it allows for an advantage over our competitors and directs opportunities to the Sourcewell contract. This also allows us to see the future requirements of a member so our dealers can reach out and build a relationship with them and offer the Sourcewell as a solution to their bid process.<br>We also conduct training and post videos online to reach a maximum audience and to keep our teams "in the know" as soon as possible. We want to get the information out quickly, so our members have the most current information. New Holland Construction government sales managers along with GST work with our teams daily through these trainings, videos, and emails to help them understand their market and the opportunities that exist. | * |

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| 38 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process? | We expect Sourcewell to promote the contract through social media, digital media, shows and events. Also, to allow members to easily locate our contracts on the landing page on Sourcewell's website and keep the member's list current. Communicating how the contracts are adopted and by whom is another significant role Sourcewell can provide. The H20 conference is an excellent tool where vendors can come together and share lessons learned, wins and best practices. When members contact Sourcewell, we expect them to directly thank them, answer any questions they have, and provide our contract information to the members. We would like our contract manager to follow up with an email or call to us on who called and their contact information and what was needed. This will allow us to continue the sales process by reaching out to them and showing them, we have a team with Sourcewell and CNH Industrial.<br>We will continue to train our Territory Business Managers and dealers at our sectional and regional CNH dealer and sales meetings on this contract. We will continue to educate our dealers through webinars, phone calls and in-person training. When the contract is awarded, we will be sending out a letter with the new matrix to our dealers letting them know of the newly awarded contract. New Holland Construction will also be utilizing the GST team to train our members on the contract. They have a novel approach on touch points with the dealers during training. Our dealers are notified in several diverse ways through mail, email, and phone calls which then leads up to training. The focus does not stop after the training. GST continues to contact them after that process, so we do not lose touch with them. GST provides our dealers with a listing of Sourcewell members located in their area.<br><br>This contract is particularly important to each one of our brands and is highly expressed to our CNH Industrial employees and dealers. Therefore, we have continued to grow the contract even through the Covid period. We plan to stay the course and continue with our message to our employees and dealers which is, "you should not have to bid for low dollars or a product you do not want, use Sourcewell and get what you deserve." | * |
| 39 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | Not now. Our contract is awarded through our dealer level, and this places too many variables. We have had conversations with NASPO to see if there is a way to work on an industry standard. Some of the states have already started going to the e-procurement system but with our highly configured products, it is difficult to work within their perimeters. We are willing to work with Sourcewell and the team you have put together to produce a process for e-procurement, whether this be through and EDI system or finding a company that has already created a process. | * |

**Table 8: Value-Added Attributes**

| Line Item | Question | Response * | |
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| 40 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | We hold product training and customer experience events throughout the year. Any dealer current customer or potential customer can attend these events.<br>At the corporate training facilities or the servicing dealer level, Operator and Maintenance training can be specifically structured for the customer. The servicing dealer provides base machine operation and maintenance training as part of the purchase and delivery. Additional training can be purchased through the local dealership. | * |

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| 41 | Describe any technological advances that your proposed products or services offer. | New Holland Construction has announced the E15X first electric vehicle which has no air or sound pollution.<br>New Holland Construction included an 8” LCD Multifunction Display in the 300 Series Skid Steer Loader and Compact Track Loader products. This brings the operator input and functionality to another level over what we had in the past. Particularly, the addition of a factory fit reverse camera, and improved EZ EH control adjustability.<br>Meet the CASE Minotaur™ DL550 — an all-new, industry-first equipment category: the compact dozer loader. The integrated C-frame delivers true dozer performance and the agility and finesse of a loader. CASE Construction Universal Machine Control allows you to use the precision construction technology you prefer*. It’s compatible with hundreds of attachments, and the addition of an industry-exclusive fully integrated ripper makes this machine one-of-a-kind. It has the strength, attitude and intelligence to stake a claim as the industry’s most versatile and powerful compact machine.<br>Minotaur demonstrates CASE Construction's commitment to delivering real-world innovation rooted in customer need. With 29 patents**, more than 10,000 field test hours, multiple customer clinics, countless operator evaluations, product refinements and even more evaluations after that — we've put this machine to the test to deliver you the highest standard in quality.<br><br>THE INDUSTRY'S FIRST FULLY ELECTRIC BACKHOE LOADER — THE CASE 580 EV<br>The CASE 580 EV (electric vehicle) delivers backhoe power and performance equivalent to its diesel counterpart while also providing instant torque, lower jobsite noise, lower daily and lifetime operating costs, reduced maintenance demands and absolutely zero emissions. This will be anticipated to launch in 2024.<br>The CASE 580 EV Delivers Ultimate Power and Sustainability<br><br>- Zero Emissions: Lower your carbon footprint and achieve incentives/greater consideration for new projects with electrified additions to your fleet.<br><br>- All the Performance: The battery separately powers the drivetrain and hydraulic motors, resulting in hydraulic breakout forces equal to diesel-powered machines and improved performance during simultaneous loader and drivetrain operation.<br><br>- Long-Lasting Power: The machine's lithium-ion battery provides enough power for the typical 8-hour workday.<br><br>- Lower Operating Costs: Save as much as 90 percent in annual vehicle, fuel, and maintenance costs.<br><br>- Classic CASE Performance: The 580 EV retains the precision and efficiency of diesel-powered CASE backhoes with features such as ProControl, which allows for extremely precise boom movement and placement, as well as Comfort Steer, which significantly improves steering while working in tight quarters or in truck loading operations.<br><br>The CASE CX15 EV (Electric Vehicle) is a 2,900-pound mini excavator powered by a 16-kW electric motor — it features retractable tracks that get machine width down to about 31 inches for going through doors and working in confined spaces. It can also work close to structures and obstacles with a minimum swing radius design. The 21.5 kWh lithium-ion battery is charged either by the 110V/220V on-board charger, or via an external rapid charger that can have the machine charged extremely fast, typically within 90 minutes. Depending on the type of work, unit will provide enough power to work through a full eight-hour workday. | * |
| 42 | Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | In compliance with its Environmental Policy, CNH Industrial is committed to minimizing the environmental impact of its ICT activities by using energy-efficient products and solutions. Indeed, the Company implemented the Green ICT plan precisely to reduce energy consumption and CO2 emissions. In 2021, approximately 8,200 personal computers and 1,083 technical workstations were replaced with new equipment featuring more efficient power supply units, optimizing the consumption of electricity drawn from the grid. The Company also replaced around 1,100 computer monitors with new units that comply with environmental requirements regarding product energy consumption and efficiency, the use of hazardous substances, recyclability, packaging materials, and low-impact manufacturing methods.<br>Within the scope of Brands4Sustainability3, CNH Industrial supported a project called Capri Circolare - A Sustainable Tourism Model, an in-depth analysis of potential areas of intervention to position the island of Capri at the forefront of environmental sustainability. The goal is to turn Capri into a green destination by developing a model that promotes a circular economy and the implementation of good practices to protect the local region, resources, and biodiversity. In Córdoba (Argentina), IVECO created an Ecological Island where carpenters use recycled materials to make parts that are then used in various plant production and logistics processes. In broad terms, the company applied the 5Rs of waste management (refuse, reduce, reuse, recycle, recover) to enable the reuse of approximately 4,800 kilos of reclaimed wood and around 3,600 kilos of corrugated plastic per year.<br>The Company also contributed to creating policies in support of alternative fuels – and a circular economy – in the agriculture sector, particularly promoting the use of biomethane and Agriculture 4.0 programs through specific initiatives in many countries. As a long- | |

standing member of the European Automobile Manufacturers' Association (ACEA), while also holding a seat on its board, the Company has actively contributed to the debate on EU (European Union) policies to lower CO2 emissions and achieve net-zero emissions in the future. Moreover, with a seat on the association's Commercial Vehicles Board, IVECO actively contributed to the discussions on how manufacturers can help achieve the EU's 2050 Greenhouse Gas Emissions (GHG) goal, highlighting the role that both liquid and gas renewable fuels can play in the transition towards net-zero CO2 emissions in transport. As regards light-duty vehicles, IVECO is actively involved in the ongoing discussions and advocacy activities regarding the revision of the post-2020 CO2 emission standard for cars and vans.

CNH Industrial is also a member of the Committee for European Construction Equipment (CECE) and of the European Agricultural Machinery Association (CEMA), trade associations for construction equipment and agricultural machinery manufacturers, respectively. Throughout 2021, the Company collaborated with the associations' committees and project teams to bring forward EU legislation on the safety and environmental aspects of off-road machinery. Following the European Green Deal plan presented by the European Commission, CNH Industrial contributed to further discussions within CECE's and CEMA's High-Level Groups on CO2 concerning ways to reduce GHG emissions and decarbonize both the agriculture and construction sectors in Europe.

CNH Industrial is also a board member of the European Association of Internal Combustion Engine Manufacturers (EUROMOT). In 2021, particularly through its brand FPT Industrial, the Company contributed to the association's activities centered on Non-Road Mobile Machinery (NRMM) exhaust emissions, proposing the creation of a new working group within the association focused on alternative powertrains and advanced energy resources. The aim was to further promote alternative and more sustainable powertrain solutions within non-road sectors as well (such as marine applications or mobile equipment) considering the EU's most recent sustainability and climate goals. The Company holds a seat on the board of the Natural & biogas Vehicle Association (NGVA Europe), which advocates and fosters the use of natural gas and biomethane for transport in Europe. In 2021, in collaboration with several other national associations for natural gas, IVECO and FPT Industrial promoted debate in Europe on natural gas strategy (considering the EU's targets for 2030 and beyond) and its advancement in Europe, in line with EU legislation on the development of natural gas infrastructures. *

CNH Industrial is member of the board of Hydrogen Europe, representing the hydrogen and fuel cell industry, national associations, and research centers in Europe, and of the Hydrogen Council, a global initiative among leading energy, transport, and industry enterprises that focuses on the contribution and potential of hydrogen in the transport sector while contributing to policymaking and the ongoing debate, working towards the future commercialization of fuel cell vehicles. In this regard, the Company also participates in the European Clean Hydrogen Alliance, an initiative by the European Commission and Hydrogen Europe that brings investors together with governmental, institutional, and industrial partners, aimed at steering and coordinating the ambitious plan to deploy hydrogen technologies by 2030, and at rapidly upscaling clean hydrogen production and use in Europe.

New Holland Agriculture was one of the main stakeholders at the event Seeding the Future of Sustainable Farming: Advanced Farm Machines & Solutions to Deliver on the European Green Deal, a summit organized by the European Agricultural Machinery Association (CEMA) in Brussels (Belgium). The focus was on how digital farming tools, modern farm machines, and farm data management systems will drive the European agriculture sector in taking on the double challenge of producing sufficient quality food and safeguarding biodiversity.

The importance of sustainable planning to the Company lies not only in time and cost efficiencies, but also in emissions reduction, resource use, packaging management, and, not least, in their indirect impact on human health and traffic congestion. To coordinate its efforts effectively towards improvements in this area, CNH Industrial published its Green Logistics Principles, available on the Company's website; intended to coordinate the Company's initiatives on promoting sustainable behaviors, they help both corporate functions and suppliers effectively monitor their performance and meet improvement targets.

In North America, the Agriculture and Construction segments continued to engage their logistics partners in the SmartWay transport program. Launched in 2003, the program is sponsored by the Environmental Protection Agency (EPA) to improve efficiency, reduce greenhouse gas, and air pollutant emissions along the transport chain. SmartWay provides its partners with a set of EPA-tested tools that help make informed transportation choices, measure, and report CO2 emissions, and improve supply chain efficiency and environmental performance.

More information can be found on our 2021 Sustainability Report

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| 43 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | Several CNH Industrial plants continued to implement initiatives to reduce packaging waste, according to the 5 Rs11 of waste management (in particular, the Reuse principle). Improvement measures involved several plants, including New Holland (USA), Annonay (France), Zedelgem (Belgium), Córdoba (Argentina), and Curitiba, Piracicaba, and Sorocaba (Brazil), reducing overall packaging waste by more than 1,000 tons and saving approximately $650,000. As per existing guidelines on packaging-waste compactors, aimed at mitigating the environmental impact and management costs associated with waste, CNH Industrial plants continued to reduce the volume of stored waste, thus requiring less frequent collection and disposal services by third-party providers. For example, the plant in Rorthais (France) installed a cardboard compactor, saving over $9,200.<br>New Holland Agriculture was one of the main stakeholders at the event Seeding the Future of Sustainable Farming: Advanced Farm Machines & Solutions to Deliver on the European Green Deal, a summit organized by the European Agricultural Machinery Association (CEMA) in Brussels (Belgium). The focus was on how digital farming tools, modern farm machines, and farm data management systems will drive the European agriculture sector to take on the double challenge of producing sufficient quality food and safeguarding biodiversity.<br><br>See all the green initiatives stated on #43. We continue to support conservation efforts with third parties. | * |
| 44 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | CNH Industrial is proud to partner with Small Business, Veteran Owned, Women or Minority Owned, Native American Owned and other Disadvantaged Business Enterprises.<br><br>Monroe Tractor 1001 Lehigh Station Road, Henrietta, NY 14667 – WBE Certified noted on website www.monroetractor.com<br><br>Yukon Equipment in AK is Native Owned. It was established under the Alaska Native Claims Settlement Act of 1971. https://yukoneq.com/about-us/ | * |
| 45 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | We are dedicated to our Clean Energy Leader® strategy, launched in 2006, which promotes the use of renewable fuels, systems to reduce emissions, technological tools, and sustainable agricultural practices. We recognize today as a global leader in powerful, reliable, and highly efficient equipment that helps our members meet the challenges of modern-day tasks. We have numerous models in several product lines which speak to understanding member needs and proving them with the correct solution. This is accomplished by our strong dealer network and our field teams working together to help our members define their needs. Our dealers are measured on technical, financial and sales performance levels and maintain certifications to back up these performance levels. Our focus is to align with what our members' needs are while controlling costs. We also have our unique demo/rental program available to members under this proposal. A member can use the product in advance and receive additional discounts if they choose to purchase the equipment. This allows the member to make sure they are getting the right product for the job. New Holland Construction partnership with Government Solutions Team (GST) will continue to have an impact on the members through the education and speaking opportunities they are afforded during our meetings and events as well as during events taking place at all levels throughout North America which they are invited to attend. Their vast array of knowledge and experience working with members in this sector compliments our team in the field with getting the Sourcewell contract utilized and talked about. Their ability to speak to the members as a third party has been of great value in successfully helping members understand how to utilize the contract. | * |

**Table 9: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

| Line Item | Question | Response * | |
|---|---|---|---|
| 46 | Do your warranties cover all products, parts, and labor? | New Holland Construction and Case Construction covers all products, parts and labor. This is defined in our Warranty and Limitation of Liability agreements for both brands. For Case Construction this is defined in the Dealer Operating guide. | * |

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| 47 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | Both New Holland Construction and Case Construction have items that are not covered such as:<br><br>• Repairs arising from storage deterioration, failure to maintain the equipment, negligence, alteration, improper use of the equipment, collision or other accident, vandalism, or other casualty, or operation beyond rated capacity or specification.<br><br>• Repairs arising from abuse or neglect, including but not limited to: operation without adequate coolant or lubricants, adjustments to the fuel system outside equipment specifications, over-speeding, improper storage, starting, warm-up, or shutdown practices, incorrect fuel or contaminated fuel, oil or other fluids.<br><br>• Normal maintenance services, such as engine tune-ups, engine fuel system cleaning, checks, adjustments, shimming, etc.<br><br>• Replacement of non-defective wear items expected to be replaced during the warranty period, including but not limited to light bulbs, spark plugs, brake or clutch linings, slip clutches, belts, chains, knives, bucket cutting edges and teeth, crawler track pads and track components, crop processing and cutting components, external drive sprockets and chains, soil engaging tools and accessories.<br><br>For other items please see the Warranty and Limitation of Liability agreements for both brands. | * |
| 48 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | Case Construction does reimburse on some Heavy Construction products. | * |
| 49 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | Both New Holland Construction and Case Construction dealer network provide technicians for repair and the network covers the entire of North America. | * |
| 50 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | We will cover certain items made by other manufacturers. Certain items are covered by some OEM's such as engines manufactured by Deutz, Kubota, Yanmar, etc. We do not cover warranty for items made by other manufacturers. Coverage detail is provide in the Warranty and Limitation of Liability agreement form which the customer signs at the time of delivery. | * |
| 51 | What are your proposed exchange and return programs and policies? | CNH Industrial's responsibilities include, but are not limited to:<br><br>- Deliver a unit that is free of defects in material and workmanship<br><br>- Reimburse for costs for repairs that are the result of defects in material and workmanship<br><br>- Provide warranty payment to dealers per policy in a timely manner<br><br>- Provide service information to dealers via the Technical Help Desk<br><br>- Identify product deficiencies and corrective action by Product Improvement Programs<br><br>- Make determinations of premature wear<br><br>- Provide operators manuals<br><br>If for some reason defects/failures arise, CNH Industrial will take corrective action under the warranty policy. Returns/Exchanges are not allowed. | * |
| 52 | Describe any service contract options for the items included in your proposal. | We do provide services under ProCare Program for Heavy Construction equipment; where a customer receives Extended Warranty coverage, and it includes planned maintenance for 3 years & SiteWatch subscriptions. | * |

## Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * | |
|---|---|---|---|
| 53 | Describe your payment terms and accepted payment methods. | Payment terms are Net 30, after receipt of invoice. Acceptable payment methods would be at the local dealer's discretion, but most would accept cash, ACH, Check and P-Card. | * |
| 54 | Describe any leasing or financing options available for use by educational or governmental entities. | Financing options and leasing solutions are available from CNH Industrial Capital America LLC. Sourcewell members should contact the local CNH brand construction equipment dealer to see what options are available. | * |
| 55 | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | CNH Industrial will administer a matrix that will be published on our Dealer Portal and/or sent to our dealers notifying them of the contract period, products awarded, and discounts off list price so they can quote equipment to members. The sample matrix will be uploaded for your reference.<br>We provide the dealers with a matrix which provides the Sourcewell member with the product, discount off list and pricing available to them. | * |
| 56 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | Acceptance would be at the local dealer's discretion. | * |

## Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question | Response * | |
|---|---|---|---|
| 57 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | We are offering discounts off the product category. The total purchase price will include a discount off the list with freight, setup, surcharge, and any other extra costs associated with the final sale on separate line items.<br><br>CNH Industrial Discounts off List price:<br><br>Skid Steer Loaders 35%<br><br>Compact Track Loaders 32%<br><br>New Holland Tractor Loader Backhoe 35%<br><br>Case CE Tractor Loader Backhoe 37%<br><br>Tractor Loader 32%<br><br>Compact Wheel Loader 32%<br><br>Crawler Excavator 32%<br><br>Rough Terrain Forklifts 32%<br><br>Compact Dozer Loader 32%<br><br>Crawler Dozer 37%<br><br>Heavy Wheel Loader 37%<br><br>Heavy Excavator 32%<br><br>Motor Grader 32%<br><br>Compaction 32% | * |
| 58 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | CNH Industrial discounts are off list price ranging from 32% to 37%. | * |

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| 59 | Describe any quantity or volume discounts or rebate programs that you offer. | CNH Industrial does not offer any additional discounts currently. Our local dealers are authorized at their discretion to provide additional discounts. | * |
| 60 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. | The proposed pricing for sourced equipment or services will be "open market." CNH Industrial will provide a quote for each request. Dealers may provide additional discounts at their discretion on the unit in question. | * |
| 61 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Additional cost that maybe associated with each transaction that dealers may include:<br>-Set-up/pre delivery inspection<br>-Surcharges if applicable<br>-additional manuals<br>-freight<br>-training | * |
| 62 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | Freight, both from manufacturing facilities, distribution points, or transfers from other dealers' inventory will be added as a separate line item. This cost is FOB, but CNH Industrial often subsidizes it to remain competitive in the marketplace. | * |
| 63 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | Shipping and delivery expenses calculation method will be used for offshore delivery as well as Alaska, Hawaii, and Canada. | * |
| 64 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | We do offer the option for equipment to be coded "will call." This allows the customer to pick up the equipment from the manufacturing/distribution points. This can lower the cost of the transaction. | * |

### Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|---|---|---|
| 65 | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | |

### Table 13: Audit and Administrative Fee

| Line Item | Question | Response * | |
|---|---|---|---|
| 66 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | Our dealers are required to upload documents when they purchase equipment. They will upload the customer's purchase order, dealer's invoice to customer, and authorization letter. Each month Government Sales Manager audits the Sourcewell documents and verifies membership, pricing, discount, etc. Each quarter a report is generated on all Sourcewell sales and sent to the buyer. | * |
| 67 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | Market Share is important to our business. Each month we run reports from AEM to understand our position in the marketplace. This report includes total government sales, and from the percentage of government sales going into Sourcewell is determined. Our goal is to continue to grow this matrix in the percentage of government sales to increase Sourcewell sales. We also are looking at our year over year and quarter-over-quarter results in sales volume dollars. This will show us if we are on target for growth vs that of last year's quarter. | * |
| 68 | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | CNH Industrial agrees to continue to pay Sourcewell a 0.75% contract fee. Our contract has continued to grow, which results in profit for all parties involved. | * |

### Table 14A: Depth and Breadth of Offered Equipment Products and Services

| Line Item | Question | Response * |
|---|---|---|
| 69 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | New Holland Construction Equipment:<br>MEET YOUR CHALLENGES HEAD-ON<br>New Holland's ongoing commitment to making the most dependable and innovative construction equipment brings you the 300 Series skid steer loaders. They provide enhanced productivity, comfort and ease, while still delivering outstanding lift and breakout force and rock-solid stability. Customize your machine for your specific demands with a wide array of versatile attachments and options. The patented Super Boom® vertical lift linkage delivers maximum reach at maximum height to allow you to place loads precisely in the center of high-sided truck boxes or hoppers. New Holland Tier 4 Final engines deliver powerful performance, use less fuel and are easy to maintain to decrease your operating costs. The reliable hydraulic system delivers fast cycle times. In-line hydraulic pumps produce less noise and provide extra-smooth operation. Add the optional high-flow hydraulics to run attachments hour after hour. The 300 Series dual-range transmission provides travel speeds of more than 11 mph to save time on and between job sites. It is standard on the L320, L321, L328, and L334. New Holland's long wheelbase gives you stability and smooth riding comfort. A new available creep mode (EH models only) gives you greater control for slow-speed operations like trenching.<br><br>New Holland's 300 Series loaders make your workday more productive and comfortable with a compact track loader from New Holland. These 60 to 114 gross HP loaders are tough models that deliver incomparable performance and craftsmanship. Whether you are a farmer, contractor, or landscaper, the 300 Series loaders are built to support you and your operation. They hold fast to steep slopes and move easily through muddy or sandy terrain to complete jobs quickly and efficiently.<br><br>New Holland's D Series loader backhoes represent a huge step forward in operator comfort and productivity while delivering Tier 4 Final emission compliance without compromise. A new cab design featuring 10% more space, new rear side windows, vastly improved clearance when turning the seat for backhoe operation, and hugely improved in-cab storage capacity guarantees an enhanced operator experience and increased operator productivity. Many customers need a loader that offers the versatility to do a lot more than just move bulk material, including grading and leveling as well as grabbing heavy items like tree trunks and concrete pillars. They also need a tractor unit offering the traction and power to push materials into place or out of the way. With a 4-in-1 bucket, a D Series loader backhoe delivers exceptional performance with just a single attachment. Choose a 6-in-1 bucket and you have the option to flip down adjustable pallet forks for handling palletized loads without a dedicated vehicle. The backhoe can be equipped with a wide choice of buckets to match excavation, water-course clearance, trenching and other demands. You can also fit post hole diggers, hydraulically extendable dipper and countless other tools. The long, nearly 23-ft. reach of both the standard and telescopic dipper allows digging depth comparable to many conventional dedicated excavators. Add the new updated cab featuring a new heated seat and up to ten LED lights and exterior side lights on the cab roof, and there are no performance compromises with a New Holland D Series loader backhoe.<br><br>CLASS-LEADING POWER AT BUCKET AND HITCH<br>The U80D tractor loader from New Holland delivers 74 gross horsepower of clean power with its Tier 4 Final certified engine. You get responsive power at both bucket and hitch, so the U80D pays its way by loading, stacking, scraping and leveling. Add the Glide Ride option, and the boom cylinders become the equivalent of giant shock absorbers to stabilize the load while traveling. The curved-arm loader linkage provided on the U80D tractor loader provides hydraulic bucket leveling for less spillback, as well as excellent reach at maximum dump height for truck loading. The unique reverse-mounted loader arm cylinders give you maximum bucket breakout force and superior dump speed on the bucket. Rugged Class II three-point hitch with controllable down pressure provides excellent scraping and leveling performance. The synchromesh transmission with power shuttle gives you smooth control and easy forward-reverse shuttling.<br><br>New Holland compact wheel loaders do more than load. With dependable engine and hydraulic power and a choice of buckets and attachments, you can easily scrape, grade, haul and more. Z-Bar linkage design provides maximum breakout force, digging and lifting power for high-production load-and-carry applications. For applications where self-leveling is needed, like forklift work, consider the W50C TC Tool Carrier model. A stable compact design allows you to work and maneuver easily in restricted spaces. A lower machine height and lower center of gravity increases the stability of New Holland compact wheel loaders so you can lift and move larger loads, travel smoothly and quickly, and operate with more confidence. |

You can work next to buildings, foundations, and roads with greater confidence in a New Holland Construction C Series compact excavators. They combine power, performance, and versatility to make the very most of every minute of your day. C Series excavators deliver big digging and grading performance with SAE bucket breakout forces up to 8,490 lbf and dig depth up to 12.5 feet. Their compact design and zero/short tail swing mean you can dig, fill, and grade in the most confined, congested areas. You can offset the excavator boom left or right within the operating range to match the situation. The C Series also offers more ground clearance and excellent dozer blade lift height for maneuvering and working in tough conditions. With seven models from 1.7 to 6 tons, there is nothing small about the performance of New Holland compact excavators. All models offer an increase in horsepower compared to previous models, powered by quiet, fuel-efficient Tier 4 Final engines up to 66.9 horsepower. Ease and comfort equate with operator productivity, so the wide C Series cab is designed for spaciousness, all-around visibility, comfortable seating, and smooth control. New Holland's Auto Shift traveling system automatically downshifts when load increases to enhance travel torque on slopes and in difficult conditions, then shifts back up to secure a faster travel speed after the load decreases. The Auto Idle system activates when you are not using the operating levers to improve fuel efficiency.

Case Construction Equipment:
The CASE B Series skid steers build on more than 50 years of engineering and field experience to provide the most intuitive operator experience and comfortable working environment ever built into a CASE skid steer — including an eight-inch LCD multi-function display and simple electro-hydraulic controls. The design simplifies operation and puts more power and control into the hands of the operator. Match that with productivity-enhancing horsepower and torque, powerful auxiliary hydraulics, and industry-leading visibility — and CASE B Series skid steers allow you to get more done every day.

The CASE skid steer lineup features the sizes, lift patterns, power, and emissions solutions to match any application. Five radial-lift and three vertical-lift skid steers across numerous horsepower and size classes ensure that you will find the right solution for your operation. CASE B Series skid steers also provide operators with the most feature-rich operator experience ever found in a CASE skid steer, including electro-hydraulic controls, "Creep Speed" functionality, an automotive-style information display with improved fault codes and troubleshooting, as well as Economy Modes with engine protection. The eight-inch LCD multi-function display serves as the command center for the machine and includes the industry's only backup camera visible in a split screen display with machine data.

The CASE B Series compact track loaders offer a completely re-imagined operator interface and environment to simplify operation and put more power and control into the hands of the operator — including an 8-inch LCD multi-function display and simple electro-hydraulic controls. Match that with industry-leading visibility, productivity-enhancing horsepower and torque, extreme attachment versatility, and lift geometries and size classes to meet every demand — and CASE B Series compact track loaders have the strength and performance to handle your toughest jobs. Jobsite productivity and awareness are driven by industry-leading visibility — further improved with the backup camera and a cab-wide rearview mirror. Operators have the industry's best perspective of the job through large front and side windows, a low entry threshold for greater visibility down to the bucket, a low sloping rear hood and 360-degree lighting.

CASE backhoe loaders – extra power when you want it, precise control where you need it and a sophisticated-yet-simple machine that needs less from you to get more done, more quickly. When your backhoe legacy dates to the world's first fully integrated production backhoe loader, you know they are expected to do everything. So, you engineer them to be stronger and more responsive, roading, loading, or digging. That is the Tier 4 Final N Series backhoe. Give your backhoe a shot in the arm. At the push of a button, Power Boost provides a temporary surge of power – up to 8% more breakout – without decreasing RPMs (Revolutions Per Minute) so you can quickly muscle through obstacles and tough or frozen ground. (Not available on 580N EP or 580N backhoes).

The CASE 570N EP tractor loader combines unbeatable lifting strength, ground speeds as fast as 24mph, and user-friendly features to provide contractors with a skip loader that is impressively cost effective, and incredibly easy to own and operate. It is available with a rear 540-RPM PTO (Power Take Off) or 3-point hitch, as well as a hydraulic front quick coupler for optimal versatility. The CASE 570N EP tractor loader has a full height lifting capacity of 6,503 LB., giving you more than three tons of lifting strength to move, load and stock more piles, palettes, and material. Loader arms have heavy-duty in-line parallel linkage with a solid thru-pin design, dual bucket cylinders and a standard material retention feature to evenly transfer bucket stress up and through full dump. It all works together to provide faster cycles with less spillage.

The enhanced CASE G Series wheel loaders simplify operation through a touchscreen display and give operators even greater control with adjustable electro-hydraulic controls, optimized power modes and programmable configurable buttons near the joystick. These buttons put your most common settings and functions mere inches away from the joystick, further simplifying operation. All while delivering — and improving — the power, productivity, and efficiency you already expect from CASE G Series wheel loaders. Extreme fuel efficiency, lower engine operating temperatures and a no DPF/no regen emissions solution are matched with features designed to shorten cycle times, increase uptime, and make you even more efficient. An optional, factory-integrated payload system drives greater accuracy and loading efficiency in operations from quarries and job sites to feedlots and supply yards — and makes the investment/deployment in a payload system entirely turnkey (no separate financing/installation/etc.).

C Series motor graders expand the CASE lineup with well-equipped models ideally suited for small-to-mid-size grading operations for municipalities, road maintenance and general construction. Their SCR-only Tier 4 Final engine solution delivers fuel-saving performance with minimal cost or maintenance from the operator and with the product assurance of ProCare, ownership and upkeep has never been easier. Models come standard with the productivity-boosting features operators want and are available as standard drive or AWD, and as machine control-ready for integrating into precision fleets. C Series graders deliver smooth, automatic shifting thanks to an Ergopower transmission and torque converter. And with the hydraulic differential lock and automatic power splitting, torque is instantly transferred from a slipping tire to one with more traction, providing constant traction without throttle adjustment necessary.

The CASE H Series rough terrain forklifts get it done smoother, easier, and faster. With fast lifting speeds, roading speeds of up to 24 mph (38.6 km/h), lifting capacities of up to 8,000 lbs. and a slew of unique features that keep loads level and forklift operators comfortable, these high-performance, Tier 4 Final forklifts truly do raise the bar. Rough terrain forklifts are designed for two things: lifting and moving loads. We have engineered the H Series forklifts to be the best at both. With lifting speeds of 107 feet per minute and roading speeds of 24 mph, you will be able to raise, haul and place quicker to finish the job faster.

The all-new E Series excavators build on that legacy with seven new models - including two new class sizes - designed from the ground up to revolutionize the operator experience through laser focus on the things operators care about most: reliability, cab comfort and performance. We give you a full line-up of solutions for every size and type of jobsite, whether you are trenching in open fields or working a single lane on the highway. And the growing list of OEM-fit machine control technologies available throughout the new E Series lineup shows our commitment to always delivering improved performance, precision, and profitability.

The CASE M Series dozers are among the most powerful and efficient — and now even more precise with factory-fit machine control. This makes it easier than ever to get into machine control and to experience its benefits: increased productivity, improved performance, and reduced wear-and-tear on your dozer fleet. Match that with industry leading power, extreme visibility to the work area, an intuitive operator interface/experience, and the full support of CASE and its dealer network — and CASE M Series Dozers will drive your success from heavy bulldozer work to fine grading. It is all about the drawbar pull — and the tractive effort and related pushing power it creates. CASE M Series dozers provide best-in-class drawbar pull (varies by model), and a powerful and robust undercarriage with a variety of track and extended life options to meet your pushing needs.

CASE Minotaur™ DL550 — an all-new, industry-first equipment category: the compact dozer loader. The integrated C-frame delivers true dozer performance and the agility and finesse of a loader. CASE Universal Machine Control allows you to use the precision construction technology you prefer*. It is compatible with hundreds of attachments, and the addition of an industry-exclusive fully integrated ripper makes this machine one-of-a-kind. It has the strength, attitude, and intelligence to stake a claim as the industry's most versatile and powerful compact machine.

Minotaur demonstrates CASE's commitment to delivering real-world innovation rooted in customer need. With 29 patents**, more than 10,000 field test hours, multiple customer clinics, countless operator evaluations, product refinements and even more evaluations after that — we've put this machine to the test to deliver you the highest standard in quality. Built mean for tough conditions and smart for precision grading, you can take it all on with confidence. Transform your operation with CASE Construction Equipment.

*Machine control solution of your choice sold separately
**21 patents granted, 8 pending

| | | | |
|---|---|---|---|
| | | No two compaction jobs are the same. All three series of CASE vibratory rollers — double drum, single drum, and pneumatic tire — provide operators with the right combination of brute compaction force and precise control for all materials, lift profiles and jobsites. Double drum. Combi. Compact. Large Frame. CASE offers compaction solutions for every asphalt job, from driveways and bike paths to highways and commercial parking lots. Industry-leading climbing up to 67 percent grade matches with a design for powerful compaction while remaining versatile, easy to transport and fuel efficient. The PT240D provides the flexibility for both sub-base and asphalt compaction in large-scale paving projects, improving compaction quality and completing the work in fewer passes — all in a Tier 4 Final machine. | |
| 70 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | There are various subcategories of solutions that may describe our equipment these include earth moving equipment, agriculture, residential construction, utilities, quarry and aggregates, roads and bridges, landscaping, waste and scraping, non-residential construction, and snow removal.<br>CNH INDUSTRIAL supports your municipality by optimizing equipment for productivity. That also means we are constantly striving to design machines that are simple to own. Our customers provide input to help guide machine enhancements, to improve serviceability, visibility, stability, power, ease of operation and transport, extended time between refueling, noise reduction and cold-weather starting – just to name a few. And when you buy equipment from CNH INDUSTRIAL our relationship does not stop at the transaction. CNH INDUSTRIAL dealer network is on-hand to help you build the right equipment for your jobsite, and after you buy, for advice on daily checks, operator environment configuration and help with planned maintenance. | * |

### Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type | Offered * | Comments |
|---|---|---|---|
| 71 | Wheeled, tracked, and backhoe loaders | (•) Yes ( ) No | Case construction provides (7) different TLB models ranging from 74 (HP) horsepower to 110 (HP) |
| 72 | Motor Graders | (•) Yes ( ) No | Case Construction offers two classes of Motor Graders, the 836C (137 HP) and the 856C (173 HP). |
| 73 | Wheeled and tracked excavators | (•) Yes ( ) No | Case construction offers seven different models of compact excavators, two types of midi excavators and sixteen diverse types of heavy excavators (full-size excavators). |
| 74 | Bulldozers, compactors, scapers, articulated and rigid haulers | (•) Yes ( ) No | CNH INDUSTRIAL (Case New Holland Industrial) offers (6) Bulldozers ranging from 68 to 214 horsepower |
| 75 | Cranes | ( ) Yes (•) No | |
| 76 | Accessories or attachments for the offering in #71-75 above | (•) Yes ( ) No | CNH INDUSTRIAL (Case New Holland Industrial) provides hundreds of attachments specifically designed to meet your equipment needs. We will include brochures highlighting the vast array of attachments we provide that range from snow-pushers, augers, bale handlers, buckets, brooms, and much more. |
| 77 | Technology or services for the offering in #71-75 above | (•) Yes ( ) No | CASE ProCare is the most comprehensive and standard-from-the-factory heavy machine support program in the industry. It comes with a 3-year/3000-hr full machine factory warranty, 3-year/2000-hr planned maintenance and 3-year Advanced SiteWatch subscription. With CASE ProCare, you receive complete factory-provided coverage on select new heavy machine orders. |

### Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type | Offered | Comments |
|---|---|---|---|
| 78 | Wheel loader with published net horsepower (HP) of at least 300 HP | (•) Yes ( ) No | CASE Construction offers two Wheel Loader's with published net horsepower (HP) of at least 300 HP. |
| 79 | Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP | (•) Yes ( ) No | Case Construction provides (10) full-sized excavators with a published net horsepower (HP) of at least 150 HP. |
| 80 | Motor Grader with a published maximum operating weight of at least 30,000 lbs. | (•) Yes ( ) No | Case construction has (1) Motor Grader with a published maximum operating weight of at least 30,000 lbs. |
| 81 | Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet | ( ) Yes (•) No | CNH INDUSTRIAL (Case New Holland Industrial) does not have Cranes in its current offering. |

### Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**Documents**

**Ensure your submission document(s) conforms to the following**:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - CNHI Price pages.zip - Friday January 13, 2023 07:29:27
- Financial Strength and Stability - CNHI Annual report & Sustainability report.zip - Friday January 13, 2023 07:37:31
- Marketing Plan/Samples - Buyers Guide back page.docx - Friday January 13, 2023 07:21:33
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - CNHI Warranty.zip - Friday January 13, 2023 07:32:04
- Standard Transaction Document Samples - NH CE and Case CE matrix.zip - Thursday January 12, 2023 14:43:50
- Upload Additional Document - CNHI awards, certificates & licenses & Brochures.zip - Friday January 13, 2023 09:54:58

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Amy Swett, Government & Fleet Sales Account Manager, CNH Industrial America LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|---|---|
| **Addendum_5_Heavy_Construction_Equipment_RFP_011723**<br>Tue January 10 2023 08:47 AM | ☑ | 1 |
| **Addendum_4_Heavy_Construction_Equipment_RFP_011723**<br>Fri January 6 2023 09:51 AM | ☑ | 2 |
| **Addendum_3_Heavy_Construction_Equipment_RFP_011723**<br>Thu December 29 2022 12:33 PM | ☑ | 2 |
| **Addendum_2_Heavy_Construction_Equipment_RFP_011723**<br>Wed December 21 2022 01:49 PM | ☑ | 1 |
| **Addendum_1_Heavy_Construction_Equipment_RFP 011723**<br>Thu December 15 2022 09:27 AM | ☑ | 1 |

# EQUIPMENT SALES ORDER

| CUSTOMER/PURCHASER NAME | | | | CUSTOMER NUMBER | ORDER DATE |
|---|---|---|---|---|---|
| Kane County Division of Transportation | | | | | 7-16-2025 |
| D/B/A | | | | ACCOUNT MANAGER | CUSTOMER PO # |
| >>>>>>>>>>>>>> settlement date - Mid-September 2025<<<<<<<<<<<< | | | | D. TOVAR | |
| STREET ADDRESS | | | | WRITTEN BY | CUSTOMER JOB # |
| 41W011 Burlington Road, | | | | D. TOVAR | |
| CITY | STATE | ZIP | | COUNTY | |
| ST. CHARLES | IL | 60175 | | KANE | |
| CELL PHONE | BUSINESS PHONE | BUSINESS FAX | | E-MAIL | |
| M. WAY - 224-454-2722 | 630-584-1170 | | | waymichael@co.kane.il.us | |

**NO DELIVERY OF GOODS TO BE MADE UNTIL FULL SETTLEMENT IS RECEIVED**

DELIVERY TO BE MADE ON OR BEFORE OR AS SOON AS POSSIBLE

| DELIVERY ADDRESS (IF DIFFERENT FROM ABOVE) | CITY, STATE | ZIP |
|---|---|---|
| Same | | |

| QUANTITY NEW | QUANTITY USED | QUANTITY RENTAL | YEAR | HOURS | MAKE, MODEL, DESCRIPTION | SERIAL NUMBER | CASH PRICE EACH ITEM |
|---|---|---|---|---|---|---|---|
| 1 | | | 2025 | 6 | CASE 721G2 - Z-Bar Wheel Loader | FNH0721GNZHE18119 | $ 254,492.00 |
| | | | | with Cab | Heat & AC, Ride Control, (4) L-3 Bias Ply | Tires with Wheels | $ |
| | | | | | ACS Pro-Series 2000 Hyd.Bucket Coupler | w-3.25 Cu. Yard Bucket with B.O.E. | $ |
| | | | | Option | Matchig Tire and Wheel | | $ 2,858.00 |
| | | | | Option | H.D. Grapple w-ACS Coupling Interchange | | $ 31,240.00 |
| | | | | | | SELLING PRICE | $ 288,590.00 |

## TRADE-IN EQUIPMENT

TRADE-IN SHIP TO: ☐ Bolingbrook ☐ McHenry ☐ Schererville

TRANSPORTATION TO BE PAID BY: ☐ CUSTOMER ☐ MCCANN

| YEAR | HOURS | DESCRIPTION MAKE | MODEL | SERIAL# | TRADE ALLOWANCE | AMT OWING | NET TRADE ALLOWANCE | OWED TO WHOM | NOTE # |
|---|---|---|---|---|---|---|---|---|---|
| | | Under Review | | | | | 0.00 | | |
| | | | | | | | 0.00 | | |
| | | | | | | | 0.00 | | |
| TOTAL TRADE ALLOWANCE | | | | | 0.00 | 0.00 | 0.00 | | |

Purchaser hereby bargains, sells and conveys unto Seller the above described Trade-In Equipment and warrants and certifies it to be free and clear of liens, encumbrances, and security interests except as shown above.

## OTHER FEES

| | |
|---|---|
| 1. Doc Fees | $ 0.00 |
| 2. License & Title | $ 0.00 |
| 3. Extended Service Contract | $ 0.00 |
| 4. Physical Damage Insurance | $ 0.00 |
| **5. Total Other Fees (1+2+3+4)** | $ 0.00 |

## RENTAL CREDIT CALCULATION

| | |
|---|---|
| 1. # Months | |
| 2. Monthly Rental Rate | $ 0.00 |
| 3. Total Rental (1x2) | $ 0.00 |
| 4. % Credit Granted | 0.0% |
| If purchased within: 0-30 days.....100% applied 31-60 days.....90% applied 61 & after.....85% applied | |
| **5. Rental Credit (3x4)** | $ 0.00 |

| | | | |
|---|---|---|---|
| 1. SELLING PRICE | | | $ 288,590.00 |
| 2. TRADE ALLOWANCE (per above) | | | $ 0.00 |
| **3. NET PRICE (1-2)** | | | $ 288,590.00 |
| 4. LOCAL SALES TAX | Exempt (City) | 0.00% (Rate) | $ 0.00 |
| 5. AMOUNT OWING | | | $ 0.00 |
| 6. FREIGHT | | | $ 0.00 |
| 7. OTHER FEES (per left column) | | | $ 0.00 |
| **8. TOTAL PRICE (3+4+5+6+7)** | | | $ 288,590.00 |
| 9. CASH WITH ORDER | | | $ 0.00 |
| 10. RENTAL CREDIT (per left column) | | | $ 0.00 |
| **11. BALANCE ON DELIVERY (8-9-10)** | | | $ 288,590.00 |

**TERMS:** ■ CASH ON DELIVERY
☐ RETAIL INSTALLMENT CONTRACT (Terms Subject to Credit Approval)
If retail contract, indicate desired length of contract _____ years
If retail contract, indicate desired interest rate _____ %

**ALL TERMS SUBJECT TO CREDIT APPROVAL**

PLEASE SEE REVERSE SIDE FOR TERMS AND SIGNATURE



Illinois
**Addison**
543 S. Rohlwing Rd.
Addison, IL 60101
Phone: (630) 627-0000
Fax: (630) 627-8711

**Bolingbrook**
250 E. North Frontage Rd.
Bolingbrook, IL 60440
Phone: (630) 739-7770
Fax: (630) 739-7699

**Chicago**
2350 S. Laflin St.
Chicago, IL 60608
Phone: (312) 942-9200
Fax: (312) 421-3502

**Crestwood**
4701 West 137th St.
Crestwood, IL 60445
Phone: (708) 597-3110
Fax: (708) 597-9945

**McHenry**
4102 W. Crystal Lake Rd.
McHenry, IL 60050
Phone: (815) 385-0420
Fax: (815) 385-2975

**Wauconda**
1360 N. Rand Rd.
Wauconda, IL 60084
Phone: (847) 526-9444
Fax: (847) 526-9448

Indiana
**Schererville**
1133 Indianapolis Blvd.
Schererville, IN
Phone: (219) 865-7695
Fax: (219) 865-0269

## BASE WARRANTY ON EQUIPMENT

Warranty coverage on the equipment covered by this order, if any, has been explained to purchaser. The warranty coverage is outlined below and indicated by the box checked.

■ NEW CASE PRODUCT WARRANTY or qualified Case warranty
WARRANTIES PROVIDED BY THE SELLER ON NEW CASE PRODUCTS SHALL BE GIVEN TO PURCHASER UNDER SEPARATE AGREEMENT, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED BY PURCHASER.

☐ NEW - Other manufacturer's warranty

☐ USED - When the equipment covered by this order is used equipment, THE PURCHASER STATES THAT HE EXAMINED THE EQUIPMENT and is buying the equipment AS IS and with NO REPRESENTATIONS OF WARRANTIES unless otherwise stated in writing below.

## EXTENDED SERVICE CONTRACT

NW M.W. > ProCare (Initial) Accept _____ (Initial) Decline $_____ Deductible

■ Full Machine ☐ Power Train ☐ Power Train + Hydraulics ☐ Power Train + Electronics 2,000 / 3,000 Hours >>>> 36 Months

purchased, the term of the extended service contract begins concurrently with the base warranty start date and ends with extended service contract expiration date or maximum hours (whichever comes first).

## PREVENTATIVE MAINTENANCE PACKAGE

_____ (Quote Number) _____ (Initial) Accept _____ (Initial) Decline

Purchase Price $ _____ Term: ____ Years ____ Hours Financed with Machine: Yes ☐ No ☐

PREVENTATIVE MAINTENANCE PACKAGE SHALL BE GIVEN TO PURCHASER UNDER SEPARATE AGREEMENT, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED BY PURCHASER

## PHYSICAL DAMAGE INSURANCE

_____ (Initial) Accept _____ (Initial) Decline $_____ Deductible

| Premium Calculation: | Selling Price of Equipment (excluding sales tax) | X | Monthly Rate | X | Number of Months | = | Total Premium |
|---|---|---|---|---|---|---|---|
| | $ | | X | | X | | = $0 |

## SALES AGREEMENT

The Customer requests that McCann Industries, Inc. ("hereinafter referred to as "McCann"), sell, rent, loan, demo, service, and repair goods and equipment on account in consideration of which the Customer and McCann agree as follows:

Payment for equipment is due at time of order and in no event shall equipment be delivered prior to full settlement. The Customer shall pay the full amount of any outstanding balance shown on the monthly statement within thirty (30) days of the invoice date. Should payment not be received by McCann according to the credit terms stated, the entire balance is considered in default and due for immediate payment. Customer agrees to pay a service charge on the outstanding balance for which payment has not been received according to terms stated. The service charge shall be a minimum of 1-1/2% per month of the Customer's outstanding past due balance, after deducting current payments and credits. Such service charges shall become part of the Customer's outstanding balance. Customer agrees to pay McCann a reasonable processing fee to cover any check returned by Customer's bank as unpaid. If the Customer fails to pay pursuant to the terms of this agreement and McCann elects to take action to collect this Account, the Customer shall pay all costs incurred by McCann including, but not limited to: Attorney's fees, collection agency fees, court costs, deposition and transcript costs, sheriff's fees, special process server fees, expert witness fees and bond costs. THE CUSTOMER ASSIGNS AS SECURITY FOR ANY INDEBTEDNESS INCURRED OR TO BE INCURRED TO McCANN UNDER THIS ACCOUNT ALL OF THE CUSTOMER'S PRESENTLY OWNED AND EXISTING AND HEREAFTER ACQUIRED AND ARISING: ACCOUNTS, ACCOUNTS RECEIVABLE, CONTRACT RIGHTS, CHATTEL PAPER, EQUIPMENT, INVENTORY, AND ALL PROCEEDS OF THE FOREGOING COLLATERAL. CUSTOMER APPOINTS ANY REPRESENTATIVE OF McCANN AS CUSTOMER'S ATTORNEY-IN-FACT TO SIGN AND FILE A UCC-1 FINANCING STATEMENT TO PERFECT THE SECURITY INTEREST. THIS TRANSACTION SHALL BE GOVERNED BY THE LAW OF THE STATE OF ILLINOIS, AND JURISDICTION AND VENUE FOR THE HEARING FOR ANY MATTER IN DISPUTE SHALL BE WITH THE DUPAGE COUNTY CIRCUIT COURT OF ILLINOIS. Customer waives any right to a jury trial and any right to file a Counter-Claim in any action to enforce this agreement. At McCann's sole discretion, any deposition will take place in DuPage County.

Time is of the essence of this contract and if Customer fails to comply with any of the terms and conditions hereof or defaults in the payment of any installment hereunder or under any renewals hereof, or in the payment of interest or defaults in the payment of any installment due under any other indebtedness or contract held by the McCann or Assignee, or if proceedings are instituted against Customer under any bankruptcy or insolvency law or Customer makes an assignment for the benefit of creditors or if for any reason the McCann deems himself insecure and so declares all payments heretofore made by Customer shall be retained by the McCann and all indebtedness hereunder shall become immediately due and payable, with or without notice, together with all expenses of collection by suit or otherwise, including reasonable attorney fees and McCann may, without notice or demand, take possession of the equipment set forth on the reverse hereof, or any additions to, replacements of, or any proceeds from said equipment or may render the property unusable or McCann may require Customer to assemble the property and make it available at a place designated by McCann. McCann may resell the retaken property at public or private Sales in accordance with the Uniform Commercial Code or applicable state or provincial law. After deducting reasonable expenses for retaking, repairing, holding, preparing for sale, other selling expenses including attorney fees and legal expenses, the remaining proceeds of Sale shall be credited upon the amount of indebtedness remaining unpaid hereunder, and Customer agrees to pay any deficiency upon demand by McCann, and surplus, however, shall be paid to Customer. Said retaking or repossession shall not be deemed rescission of the contract. McCann may exercise any other rights and remedies provided by applicable law. The remedies provided for herein are not exclusive and any action to enforce payment shall not waive or affect any of the holder's rights to have recourse to the property. The transfer of this contract shall operate to pass a security interest in the property as security for the payment hereof.

The Customer acknowledges that it has special skill and knowledge in the selection and use of the equipment and material to be purchased, loaned, used for demo or rented from McCann and expressly disclaims any reliance upon any statements or representations made or to be made by McCann regarding the sale, rental, demo or repair of any material or equipment. The Customer also acknowledges that it is their responsibility to comply with the manufacturer's instructions in regard to storage, preparation, mixing, and application of materials and expressly disclaims any reliance upon any statements or representations made or to be made by McCann regarding the materials. MCCANN MAKES NO WARRANTIES, EXPRESSED OR IMPLIED AS TO THE EQUIPMENT'S MERCHANTABILITY OF FITNESS FOR ANY PARTICULAR PURPOSE. The Customer also waives any liability upon McCann for any direct, special, or consequential damages that Customer may suffer. The exact manner in which this equipment will be used and the qualifications of the user and the equipment or lack of equipment of the user are beyond the control of the McCann, therefore McCann expressly disclaims any responsibility for Customer's compliance or failure to comply with OSHA and/or other governmental safety or health regulations or standards.

The Customer authorizes any of its employees it sends to McCann to deliver or pick up equipment or materials, for purchase, loan, demo, rental, or repair, to sign demo, rental or delivery receipts or repair orders for said equipment or materials and agrees to be bound by all the terms of said documents. If McCann's employees assist in loading or unloading, the Customer agrees to assume the risk of, and hold McCann harmless from, any property damaged or personal injuries attributable to the negligence of McCann, including McCann's employees. In the event the Customer directs McCann to deliver any material or equipment, and the Customer does not have a representative present at the time of delivery, the Customer authorizes McCann to leave the material and equipment at the designated place of delivery. Upon said delivery, the Customer will be responsible for said material and equipment. McCann's use of a purchase order number is for Customer's convenience and identification only. This agreement supersedes any inconsistent provision in any purchase order. Absence of a purchase order number shall not constitute grounds for non-payment of charges when the Customer has had possession, or the right to possession of the items charged. Customer agrees to inspect all material immediately upon delivery to verify: (a) the quantities described in the agreement are the quantities delivered and (b) there are no visible defects in the material. The Customer also agrees to examine all delivery tickets and invoices upon receipt. Unless the Customer gives McCann written notice by certified mail-return receipt requested within three (3) days of delivery, the Customer waives any claim he may have against McCann for any determinable deficiency or defect in said delivery, product, or repair, and any objection he may have to the amount of the invoice.

The Customer shall indemnify and hold McCann harmless against any and all claims, demands, liabilities, losses, damages, and injuries whatsoever kind or nature, and all attorney's fees, costs and expenses relating to or in any way arising out of the ordering, acquisition, delivery, installation, possession, maintenance, use, operation, control, loss damage, destruction, return, surrender, sale or disposition of the material and/or equipment purchased, loaned, used for demo or rented from McCann. This indemnity shall not be affected by any termination of this agreement with respect to said materials and equipment. McCann shall be excused if delivery is delayed or rendered impossible by differences with workmen, strikes, work stoppages, car shortages, delays in transportation, inability to obtain labor or materials and also by any cause beyond the reasonable control of McCann, including but not restricted to acts of God, floods, fire, storm, acts of civil and military authorities, war and insurrections.

The parties agree that this is the entire agreement and that no oral representation or agreement has been made which would modify this agreement or be a condition precedent or subsequent to the enforcement of this agreement and that this agreement may not be modified except by a writing signed by each of the parties. The invalidity of any portion of this agreement shall not be construed as a waiver thereof and shall not excuse Customer from strict performance. Customer authorizes McCann to insert the serial and/or model numbers of the goods set forth on the reverse side hereof for the purposes of identifying said equipment.

Customer represents that he has read and has been afforded the opportunity to read the terms of this agreement and agrees to be bound by them.

**IT IS UNDERSTOOD THAT THIS IS THE ENTIRE AGREEMENT BETWEEN PARTIES AND IS SUBJECT TO ACCEPTANCE AT ADDISON, ILLINOIS.**

**ACCOUNT MANAGER:** D. TOVAR - M. 630-774-8830

**PURCHASER:** Kane County Division of Transportation (COMPANY)

**BY:** _____ (Authorized Signature) **DATE:** 7/16/2025

**BY:** _____ (Authorized Signature) **DATE:** 7/16/2025

**NAME:** MICHAEL WAY / Road Maintenance Supervisor (Print Name) **TITLE:** Safety Coordinator

**ACCEPTED: MCCANN INDUSTRIES, INC.**

## NOTICE TO PURCHASER

**Caution.** Do not sign this contract before you thoroughly read both sides of it or if it contains blank spaces, even if otherwise advised. You are entitled to an exact and completely filled-in copy of this Contract when you sign it. Keep it to protect your legal rights.

REV. 7/2007



**Illinois**

**Addison**
543 S. Rohlwing Rd.
Addison, IL 60101
Phone: (630) 627-0000
Fax: (630) 627-8711

**Bolingbrook**
250 E. North Frontage Rd.
Bolingbrook, IL 60440
Phone: (630) 739-7770
Fax: (630) 739-7699

**Chicago**
2350 S. Laflin St.
Chicago, IL 60608
Phone: (312) 942-9200
Fax: (312) 421-3502

**Crestwood**
4701 West 137th St.
Crestwood, IL 60445
Phone: (708) 597-3110
Fax: (708) 597-9945

**McHenry**
4102 W. Crystal Lake Rd.
McHenry, IL 60050
Phone: (815) 385-0420
Fax: (815) 385-2975

**Wauconda**
1360 N. Rand Rd.
Wauconda, IL 60084
Phone: (847) 526-9444
Fax: (847) 526-9448

**Indiana**

**Schererville**
1133 Indianapolis Blvd.
Schererville, IN 770
Phone: (219) 8
Fax: (219) 865-0269

**July 24th, 2025**

**Kane County Division of Transportation**
**41W011 Burlington Rd.**
**St. Charles, IL 60175**

**Attn: Michael Way - Fleet Maintenance Superintendent**

**Mr. Way,**

**It's our pleasure to provide current pricing for (1) New 2025 CASE 721G2 Wheel Loader for your Department Operations.**
**The Sourcewell Contract allows a discount of 29% discount off of the Case list pricing - good to 4/14/2027.**
**Because of the past amount of Case Equipment purchased - we've included an additional discount as well, if elected.**

**The Pro-Care Warranty is a Premier, Zero Deduct Full Machine Warranty to 36 Months or to 3,000 Hours whichever occurs 1st. The 2nd part of Pro-Care is On-Site Maintenance to 36 Months or to 2,000 Hours whichever occurs 1st where your only cost is the Travel Time to and from our local Branch Operations. All Filters, Oils, Lubes and the Tech's Time while there is all paid for by CASE. The 3rd part of the Pro-Care Support Plan is the CASE Site-Watch Telematics which covers the 36 Month period and more.**
**The Warranty is subject to all the Inclusions and Exclusions of the plan details. We'll provide full details of the coverage.**

**The New 2025 CASE 721G2 Z-Bar Linkage Wheel Loader is equipped with: Enhanced Cab with L.E.D. Visibility Package, Premium Air Heated Seat, Single Joystick Control for Loader and Bucket Functions, (1) 3rd Spool Aux. Function for Attachments, Limited-Slip Axles Front and Rear, Mid-Mount Cooling with Reverse Fan, Ejection Type Pre-Cleaner, Cold Weather Package, Front and Rear Fenders, Right and Left Side Steps, Ride Control, , 20.5x25 L-3 Bias Ply Tires, ACS Hydraulic Bucket (attachment) Coupling System with a 3.25 Cu. Yard Bucket with Bolt-On Edge. (1) Matching Tire and Wheel and (1) H.D. Open Bottom Grapple with the ACS Mounting interchange.**

**$328,682.00 - Total Factory List Price**
**( 95,318.00) - Less 29% S.W. Discount / Contract #011723 – Valid to 4/14/2027**
**$233,364.00 - Sub-Total #1**
**+ 1,900.00 - Factory Freight**
**+ 2,576.00 - Dealer Prep**
**+ 18,577.00 - ACS Pro-Series 2000 Hydraulic Coupler + 3.25 Yd. Bucket - Installed**
**( 2,680.00) - Credit for (4) Non-Directional Tread - 20.5 x 25 L-3 Bias Ply Tires**
**+ 2,858.00 - Matching Tire and Wheel**
**+ 31,240.00 - (1) H.D. Open Bottom Grapple Bucket – 100 in. Wide**
**+ 755.00 - Local Delivery**
**+ N/C - Thumb Drive w-Service Manual, Parts Book, Ops Manual**
**+ N/C - Tech Training**
**+ N/C - Operator Function Meeting**
**$288,590.00 - Sub-Total #2**
**( 2,000.00) - Less Case/McCann direct discount, if elected.**
**$286,590.00 - Sub-Total #3**
**( 34,000.00) - Less Trade-In of (1) 2008 Case 721E XT Wheel Loader with 7,000 Hours**
**$252,590.00 - Total Delivered Price to the Kane County D.O.T. Operations**

**Please call with any questions.**
**Respectfully,**

*Dennis J. Tovar*

**Dennis J. Tovar – Territory Manager / Heavy Equipment Group**
**Mobile: (630) 774-8830 | Email: dtovar@mccannonline.com**
**McCann Industries Inc., 1350 N. Rand Rd. / Wauconda, IL 60084**
**CC: Mike Hart, Wauconda Service Manager / Dir. Line 815-528-9175 - Rob Leo, Parts Manager / Dir. Line 815-528-9176**
**CC: Steve Rosacker, Product Support Manager / M. 224-833-6177**

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# RESOLUTION NO. 25-317

## APPROVING ADOPT-A-HIGHWAY APPLICANTS

WHEREAS, the Illinois Highway Code of the Illinois Compiled Statutes (605 ILCS 120/1 et seq.) provides for the establishment of Adopt a Highway Programs by counties and various units of government throughout the State of Illinois to support anti-litter efforts by allowing groups of private citizens to adopt a segment of highway for the purpose of litter and refuse collection; and

WHEREAS, the County has enacted and otherwise established, pursuant to Kane County Board Ordinance No. 13-267, the Kane County Adopt-A-Highway Program in conformance with the Illinois Highway Code, which program is intended to assist the County in its efforts to remove refuse and litter from County highway right of way and otherwise beautify the County Highway System; and

WHEREAS, those groups whose names are set forth in the list attached (a copy of which is on file in the office of the Kane County Clerk) have submitted applications for participation in the Kane County Adopt-A-Highway Program; and

WHEREAS, each of the groups' applications have been reviewed and approved by the County Engineer of Kane County and have subsequently been approved by the Transportation Committee of the Kane County Board; and

WHEREAS, the approval of the applicants for participation in the Kane County Adopt-A-Highway Program will facilitate the County's litter collection efforts on County highways and will aid in the beautification of all County highways whether in urban or rural areas of the County.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board by the County Board of Kane County that the applicant(s) listed in Exhibit A for participation in the Kane County Adopt-A-Highway Program are hereby approved.

Passed by the Kane County Board on September 9, 2025.

| | |
|---|---|
| _____ | _____ |
| John A. Cunningham | Corinne M. Pierog MA, MBA |
| Clerk, County Board | Chairman, County Board |
| Kane County, Illinois | Kane County, Illinois |
| Vote: | |

**EXHIBIT A**

| Applicants (RENEWAL) | Road | Distance |
|---|---|---|
| AM King | Fabyan Parkway from Kingsland Drive to Paramount Parkway | .75 Mile (South Side) |
| Islamic Center of Kane County | Randall Road from IL Route 64 to Dean Street | .5 Mile (Both Sides) |
| | | |
| | | |

| Applicants (NEW) | Road | Distance |
|---|---|---|
| Fight Against Pancreatic Cancer | Healy Road from Bliss Road to Norris Road | 1 Mile (Both Sides) |
| | | |

## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

**Title**

Approving Adopt-A-Highway Applicants

**Committee Flow:**
Transportation Committee, Executive Committee, County Board

**Contact:**
Michael Way, 630.406.7359

**Budget Information**:

| | |
|---|---|
| Was this item budgeted? N/A | Appropriation Amount: $N/A |
| If not budgeted, explain funding source: N/A | |
| Was this item passed through the appropriate committee? Yes | |

**Summary**:

Pursuant to Kane County Board Ordinance No. 13-267, Kane County Adopt-A-Highway Program, staff requests consideration of the attached resolution which approves the following Adopt-A-Highway applicant(s).

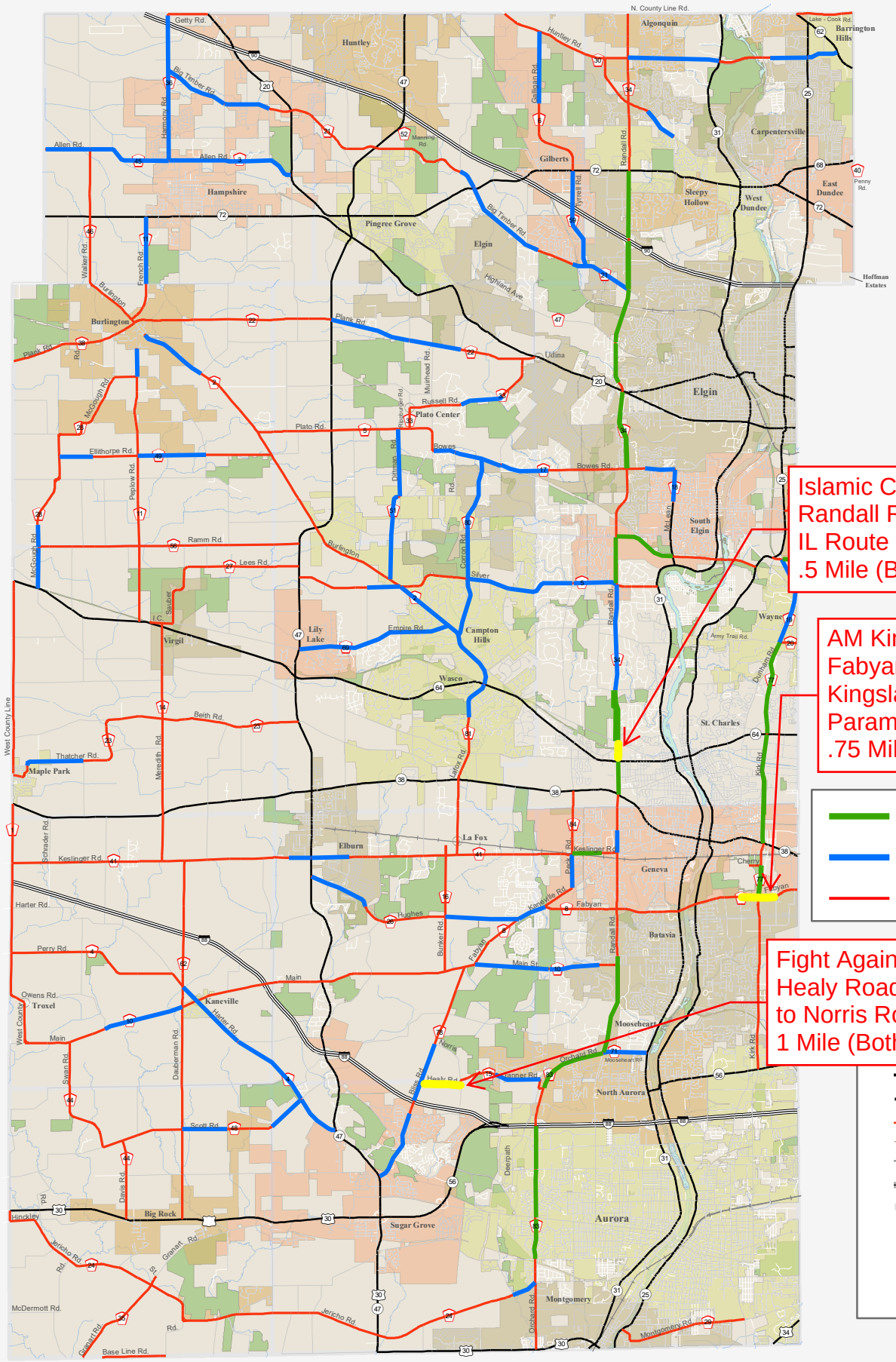
RENEWAL:

1. AM King
   Fabyan Parkway from Kingsland Drive to Paramount Parkway
   .75 Mile (South Side)

2. Islamic Center of Kane County
   Randall Road from IL Route 64 to Dean Street
   .5 Mile (Both Sides)

NEW APPLICANT:

1. Fight Against Pancreatic Cancer
   Healy Road from Bliss Road to Norris Road
   1 Mile (Both Sides)




# Adopt-A-Highway Map
# August 1, 2025

0 3,100 6,200 12,400 18,600 24,800 Feet

0 1 2 Miles

M:\DotserverD\USERS\Personal\Martin\GIS\AAH\AAHmap.mxd

N W E S

KANE COUNTY Division of Transportation

775

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# RESOLUTION NO. 25-318

## APPROVING A CONTRACT FOR MAINTENANCE SERVICES WITH MEADE, INC. OF WILLOWBROOK, ILLINOIS FOR 2026, 2027 & 2028 ELECTRICAL MAINTENANCE CONTRACT, KANE COUNTY SECTION NO. 26-00000-01-GM

WHEREAS, the Kane County Division of Transportation has solicited and received bids for the work and maintenance described as:

KANE COUNTY SECTION NO. 26-00000-01-GM
2026, 2027 & 2028 ELECTRICAL MAINTENANCE CONTRACT (EMC)
(hereinafter the "Project")

WHEREAS, the lowest responsible bidder for the Project is:

MEADE INC. of Willowbrook, Illinois
with a low bid of
$6,056,694.47

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that a maintenance contract for the Project described hereinabove shall be awarded to the lowest responsible bidder, Meade, Inc. of Willowbrook, Illinois, in the amount as indicated hereinabove and that the County Board Chairman is hereby authorized and directed to execute a contract and contractor's bond therefor.

BE IT FURTHER RESOLVED that there is hereby appropriated the sum of Six Million Fifty-Six Thousand Six Hundred Ninety-Four and 47/100 Dollars ($6,056,694.47) from Motor Fuel Local Option Fund #304, Line Item #52090 (Repairs and Maintenance - Traffic Lights) to pay for the Project

*Line Item:* 304.520.524.52090
*Line Item Description:* Repairs and Maintenance - Traffic Light
*Was Personnel/Item/Service approved in original budget or a subsequent budget revision?* Yes
*Are funds currently available for this Personnel/Item/Service in the specific line item?* Yes
*If funds are not currently available in the specified line item, where are the funds available?* N/A

Passed by the Kane County Board on September 9, 2025.

| | |
|---|---|
| _____ | _____ |
| John A. Cunningham, MBA, JD, JD | Corinne M. Pierog MA, MBA |
| Clerk, County Board | Chairman, County Board |
| Kane County, Illinois | Kane County, Illinois |

Vote:

## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

**Title**

Approving a Contract for Maintenance Services with Meade, Inc. of Willowbrook, Illinois for the 2026, 2027, & 2028 Electrical Maintenance Contract, Kane County Section Number 26-00000-01-GM

**Committee Flow:**
Transportation Committee, Executive Committee, County Board

**Contact:**
Kurt Nika 630-406-7372

**Budget Information**:

| | |
|---|---|
| Was this item budgeted? Yes | Appropriation Amount: $6,056,694.47 |
| If not budgeted, explain funding source: N/A | |
| Was this item passed through the appropriate committee? Yes | |

**Summary**:

On August 5, KDOT opened two bids for the above-mentioned project, which covers electrical equipment maintained county-wide on County highways. The scope includes routine maintenance and inspection of traffic signals, roadway lighting, and other electrical transportation components, as well as emergency repairs. The contract services are scheduled to begin on December 1, 2025, and continue through November 30, 2028.

The lowest qualified bid of $ 6,056,694.47 was submitted by Meade Inc. of Willowbrook, Illinois. Meade Inc. is an IDOT-prequalified contractor for this type of work as required in the contract specification.

Kane County Division of Transportation staff reviewed the bid submitted to determine compliance with the Kane County Ordinance. After review of the bid, it was determined that the bid submitted did not meet all guidelines set forth within the Responsible Bidder Ordinance (RBO) provisions of the Kane County Purchasing Ordinance. Consistent with the terms of the RBO, the bid was then reviewed for compliance with the remaining sections of the Kane County Purchasing Ordinance.

Given the limited availability of qualified electrical maintenance contractors for this type of work, the two bids—only 4% apart—indicate a highly competitive process and are reflective of current market costs.

After completing the review, KDOT recommends approving the low bidder, Meade Inc. of Willowbrook, Illinois.

Staff recommends approval.

# Bid Result Publication Revision

**Publication Type** Unofficial Results

**Meade Inc.**

APPARENT LOW BIDDER

| | |
|---|---|
| **Organization Name** | Meade Inc. |
| **Bid Amount** | $6,056,694.47 |
| **Line Items** | Full |
| **Bid Rank** | 1 |
| **Address** | 625 Willowbrook Center Parkway<br>Willowbrook Illinois<br>60527 United States |

**H&H Electric Co.**

| | |
|---|---|
| **Organization Name** | H&H Electric Co. |
| **Bid Amount** | $6,303,584.47 |
| **Line Items** | Full |
| **Bid Rank** | 2 |
| **Address** | 2830 Commerce St.<br>Franklin Park Illinois<br>60131 United States |

**Bid Results Email**

**Email Attachment(s)**

| File | Size | Uploaded Date | Language |
|---|---|---|---|
| No Files | | | |

**Additional Recipients**

| | |
|---|---|
| **Include notification issuer as an additional recipient** | No |

625 Willowbrook Center Parkway, Willowbrook, IL 60527
(708) 588-2500 Phone (708) 588-2501 Fax

# CONTRACTOR DISCLOSURE

**As of January 1, 2025 Meade Inc., to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12 month period.**

**Below is a list of Shareholders or owners with at least 5% holdings in Meade, Inc.**

**L & H Company, Inc. (Parent Company) 100%**

**Officer** **Michael K Knutson** 8-4-25
**Title** **Vice President** **Date**

**Subscribed and Sworn this 4th day of August, 2025.**

**Notary Public**

OFFICIAL SEAL
DENISE M POREMBA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES April 19, 2027

MEADE

SAFETY QUALITY PERFORMANCE SINCE 1908 ®

625 Willowbrook Center Parkway, Willowbrook, IL 60527

## FAMILIAL RELATIONSHIP DISCLOSURE

As of August 6, 2025, Meade Inc, to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official of County Department Director within the last 12 month period. "Familial Relationship" is defined in the attached Public Act 101-0544.

The County may deny, Suspend, or terminate the eligibility of a person, firm. Corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than $30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

Officer — Date: 8-6-2025

Title:

Subscribed and Sworn this 6th day of August, 2025

Notary Public

OFFICIAL SEAL
DENISE M POREMBA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION

MEADE
SAFETY · QUALITY · PERFORMANCE · SINCE 1908 ®
625 Willowbrook Center Parkway, Willowbrook, IL 60527

August 6, 2025

Kane County Government Center
Purchasing Department, Bld. A
719 South Batavia Avenue
Geneva, IL 60134

RE: Contract Disclosure
Kane County Code, Art. II, Div.3, Sec.2211
Meade Inc.

To Whom it May Concern:

In compliance with the Kane County Code Referenced above this letter will serve as our disclosure of:

A. Campaign contributions for the last 12 months.
B. Individuals having more than 5% ownership of shares
C. Names and Contact information of lobbyists, agents or representatives who are or would be having
Contact with Kane County Employees or officials in relation to contracts or bids.
D. A statement under oath that we have not withheld any disclosures as to the economic interest.

- Campaign Contribution: Meade Inc has not made campaign contributions in the past 12 months.
- Ownership interest in Meade Inc : There are one individual that hold more than 5% of
Shares in Meade Inc.who holds 100% of shares.
- Meade Inc. does not have any lobbyists, agents, or representatives who are or would be having contact with Kane County employees or officials in relations to contracts or bids.
- Meade Inc. has no withheld nor reserved any information regarding economic interest
In the firm as required by County Code for this disclosure.

Sincerely,

Michael K Knutson
Sr. Vice President

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# RESOLUTION NO. 25-319

## APPROVING AMENDMENT NO. 1 TO THE AGREEMENT WITH MICHAEL BAKER INTERNATIONAL, INC. OF CHICAGO, ILLINOIS FOR THE 2020 STRUCTURAL SERVICES PROJECT, KANE COUNTY SECTION NO. 19-00523-00-BR

WHEREAS, pursuant to Resolution No. 23-310, the County of Kane (hereinafter the "County") approved a Phase II Construction Engineering Services Agreement (hereinafter the "Agreement") with Michael Baker International, Inc. which appropriated Seventy-Eight Thousand Six Hundred Thirty-Five Dollars ($78,635.00), (hereinafter the "Appropriation") required for the construction of the 2020 Structural Services Project (hereinafter the "Improvement"); and

WHEREAS, the original term of the Agreement was for three years and expired before the completion of the previously approved Improvement; and

WHEREAS, it is in the County's best interest to enter into an Amendment No. 1 to extend the date of the Agreement to December 31, 2026, to allow for the completion of the work intended as part of the Improvement; and

WHEREAS, the extension of the Agreement between the parties through the proposed amendment will not require any additional appropriation from the County to complete the Improvement.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Amendment No. 1 to the Agreement with Michael Baker International, Inc. is hereby approved and the Chairman of the Kane County Board is hereby authorized and directed to execute the proposed Amendment No. 1.

Passed by the Kane County Board on September 9, 2025.

| | |
|---|---|
| _____ | _____ |
| John A. Cunningham, MBA, JD, JD | Corinne M. Pierog MA, MBA |
| Clerk, County Board | Chairman, County Board |
| Kane County, Illinois | Kane County, Illinois |

Vote:

## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

**Title**

Approving Amendment No. 1 to the Agreement with Michael Baker International, Inc. of Chicago, Illinois for the 2020 Structural Services Project, Kane County Section No. 19-00523-00-BR

**Committee Flow:**
Transportation Committee, Executive Committee, County Board

**Contact:**
Mike Zakosek, 630.406.7346

**Budget Information**:

| | |
|---|---|
| Was this item budgeted? Yes | Appropriation Amount: $N/A |
| If not budgeted, explain funding source: N/A | |
| Was this item passed through the appropriate committee? Yes | |

**Summary**:

In May of 2020, the County Board approved an agreement with Michael Baker to design repairs to seventeen separate bridge structures. In June of 2023, the original agreement was amended to account for additional environmental permitting, and separate packaging of the construction projects for better bids.

One package has been bid and constructed. To finish the other two packages, an extension of time is necessary. This will allow the final environmental clearances to be obtained. This amendment is only for that extenstion of time. No additional funds are needed or requested.

Staff recommends approval.

**AMENDMENT #1 TO THE AGREEMENT**
**BETWEEN THE COUNTY OF KANE AND**
**MICHAEL BAKER INTERNATIONAL, INC. OF CHICAGO, ILLINOIS**
**FOR PROFESSIONAL DESIGN ENGINEERING SERVICES**
**2020 STRUCTURAL SERVICES**
**KANE COUNTY SECTION NO. 19-00523-00-BR**

**PURCHASE ORDER #**

This Amendment #1 made this 9th day of September 2025 to the Agreement between COUNTY OF KANE, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY"), and MICHAEL BAKER INTERNATIONAL, INC. a Pennsylvania corporation and an Illinois licensed professional engineering firm with offices at 200 West Adams Street, Suite 1800, Chicago, IL 60606 (hereinafter referred to as the "CONSULTANT"). The COUNTY and the CONSULTANT are sometimes hereinafter collectively referred to as the "PARTIES" and individually as a "PARTY".

RECITALS

WHEREAS, pursuant to Kane County Resolution No. 23-310, the COUNTY and the CONSULTANT entered into an agreement (herein after the "AGREEMENT") for Professional Design Engineering Services for the 2020 Structural Services (herein after the "PROJECT"); and

WHEREAS, the term of the AGREEMENT had an expiration date of December 31, 2024 and

WHEREAS, the previously approved PROJECT is still in progress and the PARTIES are working in good faith to complete the PROJECT; and

WHEREAS, as of this date, there are funds available in the original appropriation for the PROJECT; and

WHEREAS, it is in the COUNTY's best interest to extend the term of the AGREEMENT by an additional two (2) years to December 31, 2026; and

WHEREAS, additional compensation to the CONSULTANT shall not be required for this extension of term, nor shall additional appropriation of funds be required.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements herein set forth, and the understandings of each PARTY to the other, the PARTIES do hereby mutually agree as follows:

1.0 RECITALS INCORPORATED

1.1 The foregoing preambles are incorporated into this Amendment #1 as though fully set forth herein,

2.0 AGREEMENT REMAINS IN EFFECT

2.1 The previous AGREEMENT remains in full force and effect except to the extent that the provisions of this Amendment #1 conflict with the AGREEMENT, in which case the provisions of this Amendment #1 shall control.

3.0 TERMS OF THIS AGREEMENT

3.1 The term of the AGREEMENT, including this Amendment #1 thereto, shall commence upon the date the Kane County Engineer, on behalf of the COUNTY, sends to the CONSULTANT the written Notice To Proceed with this Amendment #1 and shall continue in full force the effect until the earlier of the following occurs:

A. The PARTY's termination of this AGREEMENT in accordance with the terms of Section 16.0; or,

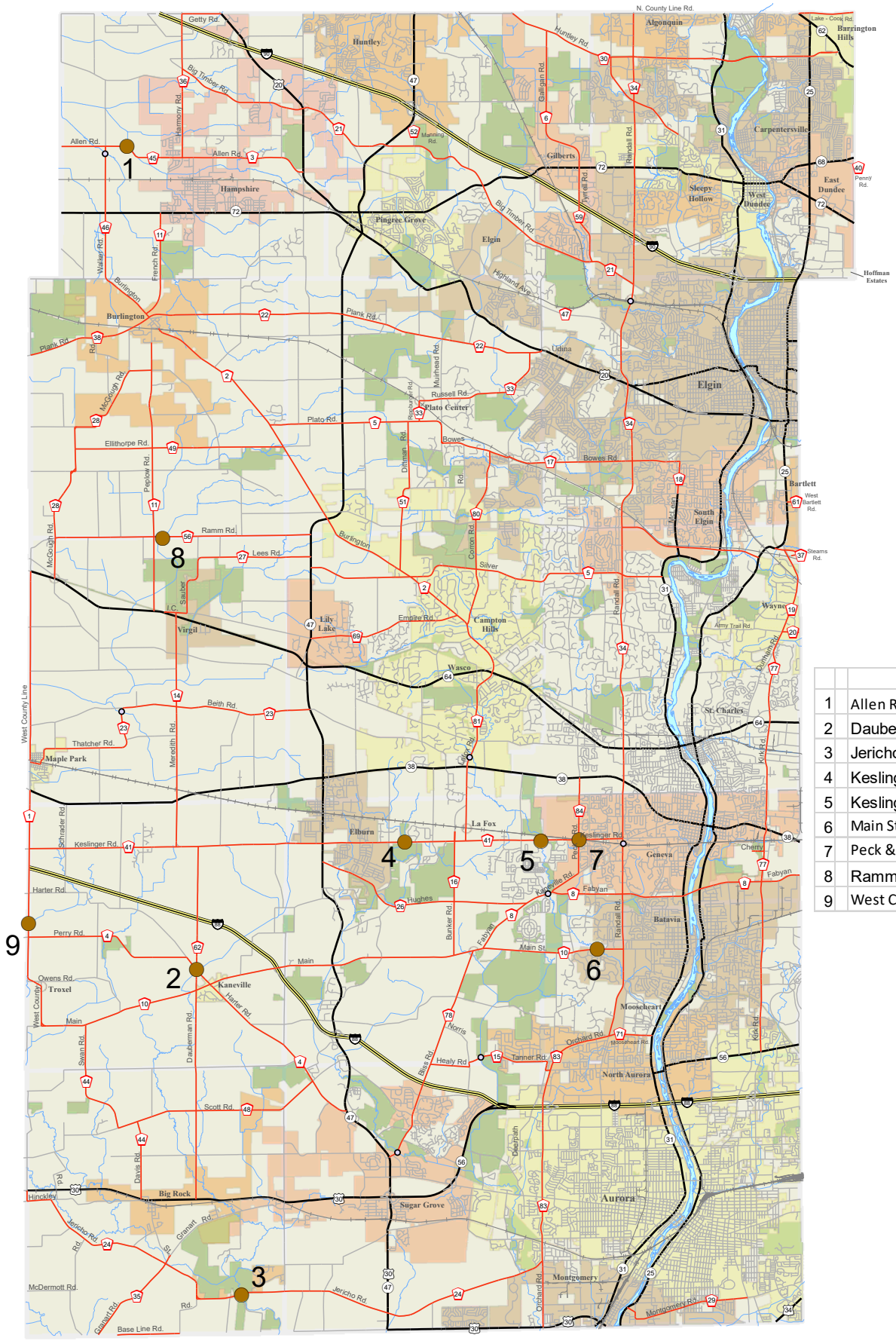
B. December 31, 2026.

Save these provisions of this Amendment #1 all other terms and conditions of the AGREEMENT remain unchanged.

IN WITNESS WHEREOF, the PARTIES set their hands and seals as of the date written above.

| | |
|---|---|
| COUNTY OF KANE | MICHAEL BAKER INTERNATIONAL, INC. |
| _____ | _____ |
| CORINNE M. PIEROG<br>CHAIRMAN, KANE COUNTY BOARD | SCOTT RODSETH, P.E.<br>DIRECTOR OF TRANSPORATION |
| ATTEST: | ATTEST: |
| _____ | _____ |
| JOHN A. CUNNINGHAM<br>KANE COUNTY CLERK | JOHANN AAKRE, P.E.<br>PROJECT MANAGER |

(seal)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Allen Rd.
Hampshire
Pingree Grove
Gilberts
Huntley
Algonquin
Carpentersville
East Dundee
West Dundee
Sleepy Hollow
Elgin
Burlington
Plank Rd.
Plato Center
Udina
Bowes
Bartlett
South Elgin
Ramm Rd.
Lees Rd.
Virgil
Lily Lake
Campton Hills
Wasco
Wayne
St. Charles
Maple Park
Thatcher Rd.
Beith Rd.
Elburn
La Fox
Keslinger Rd.
Geneva
Batavia
Fabyan
Kaneville
Troxel
Owens Rd.
Perry Rd.
Harter Rd.
Schrader Rd.
Main
Main St.
Mooseheart
North Aurora
Aurora
Big Rock
Sugar Grove
Montgomery
Hinckley
Scott Rd.
Healy Rd.
Tanner Rd.
Orchard Rd.
Jericho Rd.
McDermott Rd.
Base Line Rd.
Montgomery Rd.
Hoffman Estates
Barrington Hills
Lake - Cook Rd.
N. County Line Rd.
West County Line
Meredith Rd.
Dauberman Rd.
Bunker Rd.
Randall Rd.
Kirk Rd.
Eola Rd.
Orchard Rd.
Granart Rd.
Swan Rd.
Davis Rd.
Hughes
Fabyan
Cherry
Steams Rd.
Army Trail Rd.
Dunham Rd.
Silver
Empire Rd.
Corron Rd.
Dilman Rd.
Russell Rd.
Plato Rd.
Bowes Rd.
Ellithorpe Rd.
Peplow Rd.
McGough Rd.
Saube
I.C.
Walker Rd.
French Rd.
Harmony Rd.
Big Timber Rd.
Huntley Rd.
Galligan Rd.
Manning Rd.
Tyrrell Rd.
Penny Rd.
Highland Ave.
Muirhead Rd.
Peck Rd.
Mid-Fox
West Bartlett Rd.
Keslinger Rd.
Fabyan
Cherry
Kirk Rd.
Kirk Rd.
Bliss Rd.
Norris
Georgian
Granart Rd.
Jericho Rd.
Orchard Rd.
Montgomery Rd.
Moosehead Rd.
Kirk Rd.
West County
Rd.
Rd.
Rd.

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# RESOLUTION NO. 25-320

## APPROVING AMENDMENT NO. 2 TO THE AGREEMENT WITH ALFRED BENESCH & COMPANY OF CHICAGO, ILLINOIS FOR PHASE III CONSTRUCTION ENGINEERING SERVICES FOR LONGMEADOW PARKWAY C-2, KANE COUNTY SECTION NO. 18-00215-21-BR

WHEREAS, pursuant to Resolution No. 20-96, the County of Kane (hereinafter the "County") approved a Phase III Construction Engineering Services Agreement (hereinafter the "Agreement") with Alfred, Benesch & Company which appropriated Two Million Two Hundred Thirty-One Thousand Two Hundred Two Dollars ($2,231,202.00), (hereinafter the "Appropriation") required for the construction of the Longmeadow Parkway Section C-2 (hereinafter the "Improvement"); and

WHEREAS, pursuant to Kane County Resolution No. 22-100, the County of Kane entered into Amendment No.1 to the original Phase III Construction Engineering Services Agreement (hereinafter referred to as the "Agreement") for the Longmeadow Parkway C-2 improvement (herein after the "Project"); which added an additional appropriation of $360,140.28 to extend the upper limit of the appropriation from $2,231,202.00 to $2,591,342.28 in order to complete the project;(herein referred to as Amendment No.1); and

WHEREAS, the original term of Amendment No. 1 has expired before the completion of the previously approved Improvement; and

WHEREAS, it is in the County's best interest to enter into an Amendment No. 2 to extend the date of the Agreement to December 31, 2030 to allow for the completion of the work intended as part of the Improvement; and

WHEREAS, the extension of the Agreement between the parties through the proposed amendment will not require any additional appropriation from the County to complete the Improvement.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Amendment No. 2 to the Agreement with Alfred, Benesch & Company is hereby approved and the Chairman of the Kane County Board is hereby authorized and directed to execute the proposed Amendment No. 2.

Passed by the Kane County Board on September 9, 2025.

| | |
|---|---|
| _____ | _____ |
| John A. Cunningham, MBA, JD, JD | Corinne M. Pierog MA, MBA |
| Clerk, County Board | Chairman, County Board |
| Kane County, Illinois | Kane County, Illinois |

Vote:

## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

**Title**

Approving Amendment No. 2 to the Agreement with Alfred Benesch & Company of Chicago, Illinois for Phase III Construction Engineering Services for Longmeadow Parkway C-2, Kane County Section No. 18-00215-21-BR

**Committee Flow:**
Transportation Committee, Executive Committee, County Board

**Contact:**
Steve Coffinbargar, Assitant Director of Transportation, (630) 406-7170

**Budget Information**:

| | |
|---|---|
| Was this item budgeted? N/A | Appropriation Amount: $N/A |
| If not budgeted, explain funding source: N/A | |
| Was this item passed through the appropriate committee? Yes | |

**Summary**:

In 2020, staff completed the QBS process to select Alfred Benesch & Company for Phase III Construction Engineering Services for the proposed Longmeadow Parkway C-2 improvement.

In order to allow adequate time to prepare the final IDOT reports necessary for contract close out, staff proposes to extend the term of the agreement to December 31, 2030.

Staff recommends approval.

**AMENDMENT NO. 2 TO AN AGREEMENT**
**BETWEEN THE COUNTY OF KANE AND ALFRED BENESCH & COMPANY**
**PHASE III CONSTRUCTION ENGINEERING SERVICES AGREEMENT**
**LONGMEADOW PARKWAY C-2**
**KANE COUNTY SECTION NO 18-00215-21-BR**
**PURCHASE ORDER #2025-_____**

This Amendment No. 2 made this 9th day of September, 2025, to an Agreement between the COUNTY OF KANE, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY"), and, ALFRED BENESCH & COMPANY., an Illinois corporation and an Illinois licensed professional engineering firm with offices at 35 W. Wacker Drive Suite 3300, Chicago, Illinois 60601 (hereinafter referred to as the "ENGINEER"). The COUNTY and the ENGINEER are sometimes hereinafter collectively referred to as the "PARTIES" and individually as a "PARTY".

RECITALS

WHEREAS, pursuant to Kane County Resolution No. 20-96, the COUNTY and the ENGINEER entered into a Phase III Construction Engineering Services Agreement (hereinafter referred to as the "AGREEMENT") for the Longmeadow Parkway C-2 improvement (herein after the "PROJECT"); and

WHEREAS, the term of the AGREEMENT has an expiration date of November 4, 2021; and

WHEREAS, pursuant to Kane County Resolution No. 20-100, the COUNTY and the ENGINEER amended the original Phase III Construction Engineering Services Agreement (hereinafter referred to as the "AGREEMENT") for the Longmeadow Parkway C-2 improvement (herein after the "PROJECT"); which extended the expiration date as well as added additional money in order to complete the project (herein referred to as AMENDMENT No.1); and

WHEREAS, the term of the AMENDMENT No. 1 has an expiration date of December 31, 2022; and

WHEREAS, the previously approved PROJECT is still in progress and the PARTIES are working in good faith to complete the PROJECT; and

WHEREAS, it is the COUNTY's best interest to extend the terms of the AGREEMENT to December 31, 2030; and

WHEREAS, additional compensation to the ENGINEER shall not be required for this extension of term, nor shall additional appropriation of funds be required.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth in the Agreement between the PARTIES, and their mutual request to modify the Agreement, the PARTIES hereby agree as follows:

1.0 RECITALS INCORPORATED

1.1 The foregoing preambles are incorporated into this Amendment No. 2 as though fully set forth herein,

2.0 AGREEMENT REMAINS IN EFFECT

2.1 The Agreement and Amendment No. 1, shall remain in full force and effect except to the extent that the provisions of this Amendment No. 2 conflict with the Agreement and Amendment No. 1, in which case the provisions of this Amendment No. 2 shall supersede and control.

3.0 TERMS OF THIS AGREEMENT

3.1 The term of the AGREEMENT, including this AMENDMENT No. 2 thereto, shall commence upon the date the Kane County Engineer, on behalf of the County, sends to the ENGINEER the written Notice To Proceed with this AMENDMENT No. 2 and shall continue in full force the effect until the earlier of the following occurs;

3.1a The PARTY's termination of this AGREEMENT in accordance with the terms of Section 16.0; or,

3.1b December 31, 2030.

The PARTIES set their hands and seals as of the date written above.

| | |
|---|---|
| COUNTY OF KANE | ALFRED BENESCH COMPANY. |
| _____ | _____ |
| CORINNE M. PIEROG<br>CHAIRMAN, KANE COUNTY BOARD | ELIZABETH GALLAGHER, P.E.<br>EXECUTIVE VICE PRESIDENT |
| ATTEST: | ATTEST: |
| _____ | _____ |
| JOHN A. CUNNINGHAM<br>KANE COUNTY CLERK | ANDREW KEASCHALL,P.E.<br>SENIOR VICE PRESIDENT |

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# RESOLUTION NO. 25-321

## APPROVING AMENDMENT NO. 1 TO THE AGREEMENT WITH V3 COMPANIES, LTD. OF WOODRIDGE, ILLINOIS FOR PHASE III CONSTRUCTION ENGINEERING SERVICES FOR THE BLISS ROAD, MAIN STREET ROAD, FABYAN PARKWAY INTERSECTION IMPROVEMENT, KANE COUNTY SECTION NO. 14-00288-01-PV

WHEREAS, pursuant to Resolution No. 22-151, the County of Kane (hereinafter the "County") approved a Phase III Construction Engineering Services Agreement (hereinafter the "Agreement") with V3 Companies, Ltd of Woodridge, Illinois which appropriated One Million Two Hundred Ninety Eight Thousand One Hundred Seventy Six and 88/100 Dollars ($1,298,176.88), (hereinafter the "Appropriation") required for the Bliss Road, Main Street Road, Fabyan Parkway Intersection Improvement (hereinafter the "Improvement"); and

WHEREAS, the original term of the Agreement expired on December 31, 2023 before the completion of the previously approved Improvement; and

WHEREAS, it is in the County's best interest to enter into an Amendment No. 1 to extend the date of the Agreement to November 30, 2025, to allow for the completion of the work intended as part of the Improvement; and

WHEREAS, the extension of the Agreement between the parties through the proposed amendment will not require any additional appropriation from the County to complete the Improvement.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Amendment No. 1 to the Agreement with V3 Companies, Ltd. is hereby approved and the Chairman of the Kane County Board is hereby authorized and directed to execute the proposed Amendment No. 1.

Passed by the Kane County Board on September 9, 2025.

| | |
|---|---|
| _____ | _____ |
| John A. Cunningham, MBA, JD, JD | Corinne M. Pierog MA, MBA |
| Clerk, County Board | Chairman, County Board |
| Kane County, Illinois | Kane County, Illinois |

Vote:

## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

**Title**

Approving Amendment No. 1 to the Agreement with V3 Companies LTD. of Woodridge, Illinois for Phase III Construction Engineering Services for the Bliss Road, Main Street Road, Fabyan Parkway Intersection Improvement, Kane County Section No. 14-00288-01-PV

**Committee Flow:**
Transportation Committee, Executive Committee, County Board

**Contact:**
Steve Coffinbargar, Assitant Director of Transportation, (630) 406-7170

**Budget Information**:

| | |
|---|---|
| Was this item budgeted? N/A | Appropriation Amount: $N/A |
| If not budgeted, explain funding source: N/A | |
| Was this item passed through the appropriate committee? Yes | |

**Summary**:

In 2022, staff completed the QBS process to select V3 Companies LTD. for Phase III Construction Engineering Services for the proposed Bliss Road, Main Street Road, Fabyan Parkway intersection improvement.

In order to allow adequate time to prepare the final documentation reports necessary for contract close out, staff proposes to extend the term of the agreement to November 30, 2025.

Staff recommends approval.

**AN AMENDMENT NO. 1 TO THE AGREEMENT**
**WITH V3 COMPANIES, LTD. FOR PHASE III ENGINEERING SERVICES**
**BLISS ROAD, MAIN STREET ROAD, FABYAN PARKWAY**
**INTERSECTION IMPROVEMENT**
**KANE COUNTY SECTION NO 14-00288-01-PV**

**PURCHASE ORDER #2025-___**

This Amendment No. 1 made this 9th day of September, 2025, to an Agreement between the COUNTY OF KANE, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY"), and, V3 COMPANIES, LTD. an Illinois corporation and an Illinois licensed professional engineering firm with offices at 7325 Janes Ave, Woodridge, Illinois 60517 (hereinafter referred to as the "ENGINEER"). The COUNTY and the ENGINEER are sometimes hereinafter collectively referred to as the "PARTIES" and individually as a "PARTY"

RECITALS

WHEREAS, pursuant to Kane County Resolution No. 22-151, the COUNTY and the ENGINEER entered into a Phase III Construction Engineering Services Agreement (hereinafter referred to as the "AGREEMENT") for the Bliss Road, Main Street Road, Fabyan Parkway Intersection Improvement (herein after the "PROJECT"); and

WHEREAS, the term of the AGREEMENT has an expiration date of December 31, 2023; and

WHEREAS, the previously approved PROJECT is still in progress and the PARTIES are working in good faith to complete the PROJECT; and

WHEREAS, it is in the COUNTY's best interest to extend the term of the AGREEMENT to November 30, 2025; and

WHEREAS, additional compensation to the ENGINEER shall not be required for this extension of term, nor shall additional appropriation of funds be required.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth in the Agreement between the PARTIES, and their mutual request to modify the Agreement, the PARTIES hereby agree as follows:

1.0 RECITALS INCORPORATED

1.1 The foregoing preambles are incorporated into this Amendment No. 1 as though fully set forth herein,

2.0 AGREEMENT REMAINS IN EFFECT

2.1 The Agreement, shall remain in full force and effect except where the provisions of this Amendment No. 1 conflict with the Agreement, in which case the provisions of this Amendment No. 1 shall supersede and control.

3.0 TERMS OF THIS AGREEMENT

3.1 The term of the AGREEMENT, including this Amendment #1 thereto, shall commence upon the date the Kane County Engineer, on behalf of the COUNTY, sends to the ENGINEER the written Notice To Proceed with this Amendment #1 and shall continue in full force the effect until the earlier of the following occurs:

3.1.a The PARTY's termination of this AGREEMENT in accordance with the terms of Section 16.0; or,

3.1.b November 30, 2025.

The PARTIES set their hands and seals as of the date written above.

| | |
|---|---|
| COUNTY OF KANE | V3 COMPANIES, LTD. |
| _____ | _____ |
| CORINNE M. PIEROG<br>CHAIRMAN, KANE COUNTY BOARD | LOUIS J. GALLUCCI, P.E.<br>PRESIDENT |
| ATTEST: | ATTEST: |
| _____ | _____ |
| JOHN A. CUNNINGHAM<br>KANE COUNTY CLERK | MATTHEW E. POWERS, P.E.<br>VICE PRESIDENT/DIRECTOR OF CE GROUP |

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# RESOLUTION NO. 25-322

## AUTHORIZING ACQUISITION OF REAL PROPERTY FOR RANDALL ROAD AT HOPPS ROAD INTERSECTION AND CNRR GRADE SEPARATION IMPROVEMENT PROJECT, KANE COUNTY SECTION NO. 19-00511-00-CH

WHEREAS, the County of Kane is authorized by law, pursuant to 605 ILCS 5/5-801, et. seq., to acquire by negotiated purchase or eminent domain proceedings, real property for highway and related and associated purposes; and

WHEREAS, the County of Kane has jurisdiction over Randall Road (Kane County Highway No. 34) within the boundaries of the County of Kane; and

WHEREAS, the County of Kane deems it necessary and appropriate to construct and improve Randall Road at Hopps Road Intersection and in conjunction therewith require necessary lands to satisfy public land acquisition mitigation obligations and responsibilities arising therefrom; and

WHEREAS, Randall Road at Hopps Road and the planned improvements therefor, including satisfaction of public right of way acquisition mitigation obligations, have been surveyed, laid out and projected over certain lands situated in Kane County, Illinois; and

WHEREAS, it is deemed by the County of Kane that certain parcels of land, and in particular, the parcels described herein in as Exhibit "A" (copy of which is on file with the County Clerk of Kane County and which is incorporated herein and made a part hereof), which are located within the limits of Kane County, should be acquired by negotiated purchase and, negotiation failing, by eminent domain proceedings for highway purposes including in conjunction therewith satisfaction of public right of way acquisition mitigation obligations.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board, that it is hereby determined by the County Board of Kane County that the real property described herein in Exhibit "A" be used, occupied for highway purposes in a manner necessary and convenient for public use including use as satisfaction of public right of way acquisition mitigation obligations.

BE IT FURTHER RESOLVED by the Kane County Board, that it is further hereby determined it is necessary and proper that the County of Kane acquire title to or other appropriate interest in and possession of these parcels in that said real property is necessary and required by the County of Kane for highway purposes and, more specifically, the improvement of Randall Road at Hopps Road as mitigation for public right of way acquisitions.

BE IT FURTHER RESOLVED by the Kane County Board, that the Chairman of the Kane County Board or her duly authorized representative(s) are hereby authorized, empowered and directed to negotiate for and on behalf of the County of Kane with any and all owners of the property described herein or with any other individual possessing an interest therein for the purchase thereof upon such terms and conditions as shall be approved by the Transportation Committee of the Kane County Board and/or the County Board of Kane County.

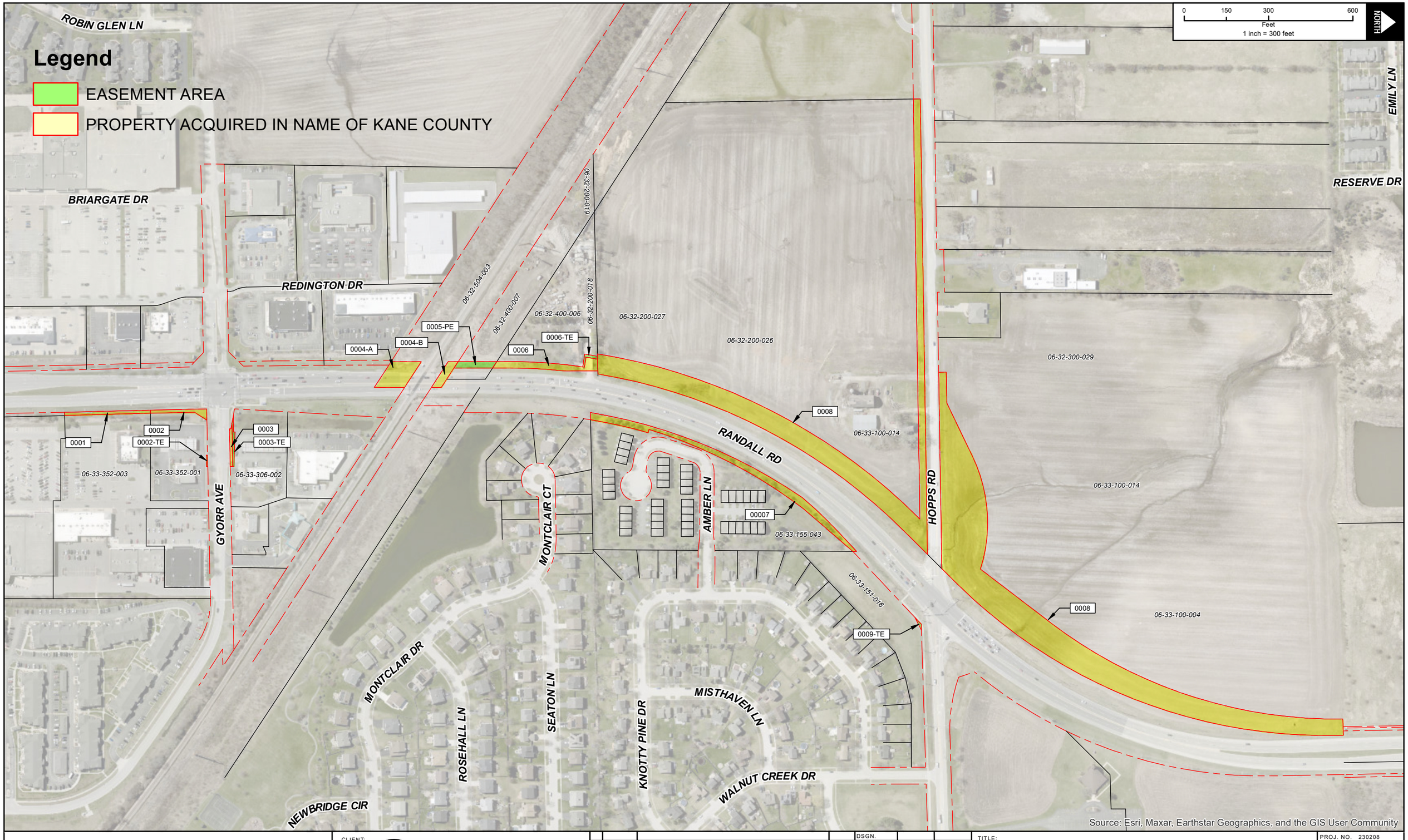
BE IT FURTHER RESOLVED by the Kane County Board, that in the event the County of Kane is unable to agree with the owner or owners, or any other party having an interest in the real property described herein regarding the compensation to be paid for said real property, then to the extent allowed by law, the County of Kane shall institute proceedings to acquire the property by eminent domain pursuant to the applicable provisions of the eminent domain laws of the State of Illinois.

BE IT FINALLY RESOLVED by the Kane County Board, that in the event the County of Kane is unable to agree with the owner or owners, or any other party having an interest in the real property described herein regarding the compensation to be paid for said real property, then the County of Kane hereby directs the States Attorney of Kane County to institute eminent domain proceedings in a court of competent jurisdiction to acquire title to and possession of said real property in the name of the County of Kane.

Passed by the Kane County Board on September 9, 2025.

| | |
|---|---|
| _____ | _____ |
| John A. Cunningham, MBA, JD, JD | Corinne M. Pierog MA, MBA |
| Clerk, County Board | Chairman, County Board |
| Kane County, Illinois | Kane County, Illinois |

Vote:




**CHRISTOPHER B. BURKE** ENGINEERING, LTD.
9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500

CLIENT: Illinois Department of Transportation

| NO. | DATE | NATURE OF REVISION | CHKD. |
|---|---|---|---|
| | | | |

| | |
|---|---|
| DSGN. | |
| DWN: | DRW |
| CHKD. | |
| SCALE: | 1:3,600 |
| MODEL: | ArcGIS 10.6 |
| PLOT DATE | 9/13/2024 |
| FILE NAME | ROW Acquistion Exhibit |
| PATH | N:\Kane County\230208\GIS\Exhibits\ROW Acquistion Exhibit.mxd |

TITLE:

# RIGHT-OF-WAY ACQUISTION EXHIBIT

## RANDALL ROAD & HOPPS ROAD

| | |
|---|---|
| PROJ. NO. | 230208 |
| DATE: | 09/13/2024 |
| SHEET | 0 OF 0 |
| DRAWING NO. | EXH 799 |

## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

**Title**

Authorizing Acquisition of Real Property for Randall Road at Hopps Road Intersection and CNRR Grade Separation Improvement Project, Kane County Section No. 19-00511-00-CH

**Committee Flow:**
Transportation Committee, Executive Committee, County Board

**Contact:**
Steve Coffinbargar, 630.406.7170

**Budget Information**:

| | |
|---|---|
| Was this item budgeted? N/A | Appropriation Amount: $N/A |
| If not budgeted, explain funding source: N/A | |
| Was this item passed through the appropriate committee? Yes | |

**Summary**:

Right of way is required from the following parcels as described in the attached legal descriptions to complete the Randall Road at Hopps Road Intersection and CNRR Grade Separation improvement project.

| | |
|---|---|
| 0001 | 0.077 acres |
| 0002 | 0.065 acres |
| 0002TE | 0.005 acres |
| 0003 | 0.029 acres |
| 0003TE | 0.026 acres |
| 0004A | 0.226 acres |
| 0004B | 0.076 acres |
| 0005PE | 0.073 acres |
| 0006 | 0.209 acres |
| 0006TE | 0.016 acres |
| 0007 | 0.531 acres |
| 0008 | 5.068 acres |
| 0009TE | 0.005 acres |

| | |
|---|---|
| ROUTE: | Randall Road (County Highway 34) |
| SECTION: | 19-00511-00-CH |
| COUNTY: | Kane |
| JOB NO.: | |
| PARCEL NO.: | 0001 |
| STATION: | 487+37.03 to 490+41.86 |
| INDEX NO.: | 06-33-352-003 |

That part of Lot 2 in Winterland Subdivision, being a subdivision in the Southwest Quarter of Section 33, Township 41 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded May 11, 2001 as document no. 2001K044295 in Kane County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.9999369004, being described as follows:

Beginning at the southwest corner of said Lot 2; thence northerly along the west line of said Lot 2, being a 43,070.80 radius curve, concave westerly an arc distance of 25.38 (the chord bears North 01 degree 19 minutes 07 seconds West, 25.38 feet), said west line also being the east right-of-way line of Randall Road (A.K.A. County Highway 34); thence North 01 degree 29 minutes 37 seconds West, 217.77 feet (218.00 feet record) along said west line of Lot 2 to a point on a 34,332.50 foot radius curve, concave easterly; thence northerly along said curve and west line 62.19 feet (62.12 feet record) the chord bears North 01 degree 27 minutes 22 seconds West, 62.19 feet (62.12 feet record) to the northwest corner of said Lot 2; thence South 89 degrees 59 minutes 23 seconds East, 11.00 feet along the north line of said Lot 2 to a point on line 11.00 east of and parallel with said west line of Lot 2, being a 34,321.50 foot radius curve, concave easterly; thence southerly along said curve 61.90 feet (the chord bears South 01 degree 27 minutes 23 seconds East, 61.90 feet) along said parallel line; thence South 01 degree 29 minutes 37 seconds East, 217.78 feet along said parallel line to a point on a 43,081.80 foot radius curve, concave westerly; thence southerly along said curve 25.39 feet (the chord bears South 01 degree 19 minutes 07 seconds East, 25.39 feet) along said parallel line

to a point on the south line of said Lot 2; thence South 88 degrees 39 minutes 23 seconds West, 11.00 feet along said south line to the point of beginning.

Said parcel containing 0.077 acres, more or less.

***APPROVED***
***By Rod Richgruber at 7:29 am, Jul 25, 2024***

| | |
|---|---|
| ROUTE: | Randall Road (County Highway 34) |
| SECTION: | 19-00511-00-CH |
| COUNTY: | Kane |
| JOB NO.: | |
| PARCEL NO.: | 0002 |
| STATION: | 490+41.39 to 492+41.94 |
| INDEX NO.: | 06-33-352-001 |

That part of Lot 4 in Winterland Subdivision, being a subdivision in the Southwest Quarter of Section 33, Township 41 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded May 11, 2001 as document no. 2001K044295 in Kane County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.9999369004, being described as follows:

Beginning at the northwest corner of said Lot 4; thence North 88 degrees 52 minutes 44 seconds East, 40.00 feet along the north line of said Lot 4; thence South 32 degrees 46 minutes 19 seconds West, 52.02 feet to a point on a line 11.00 feet east of and parallel with said west line of Lot 4, being a 34,321.50 foot radius curve, concave easterly; thence southerly along said curve 157.00 feet (the chord bears South 01 degree 16 minutes 25 seconds East, 157.00 feet) to a point on the south line of said Lot 4; thence North 89 degrees 59 minutes 23 seconds West, 11.00 feet along said south line to the southwest corner of said Lot 4; thence northerly along said west line of Lot 4, said west line also being the east right-of-way line of Randall Road (A.K.A. County Highway 34) and being a 34,332.50 foot radius curve, concave easterly an arc distance of 199.97 feet (the chord bears North 01 degree 14 minutes 14 seconds West, 199.97 feet) to the point of beginning.

Said parcel containing 0.065 acres, more or less.

***APPROVED***
***By Rod Richgruber at 7:29 am, Jul 25, 2024***

| | |
|---|---|
| ROUTE: | Randall Road (County Highway 34) |
| SECTION: | 19-00511-00-CH |
| COUNTY: | Kane |
| JOB NO.: | |
| PARCEL NO.: | 0002TE |
| STATION: | 492+32.58 to 492+38.52 |
| INDEX NO.: | 06-33-352-001 |

That part of Lot 4 in Winterland Subdivision, being a subdivision in the Southwest Quarter of Section 33, Township 41 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded May 11, 2001 as document no. 2001K044295 in Kane County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.9999369004, being described as follows:

Commencing at the northeast corner of said Lot 4; thence South 88 degrees 52 minutes 44 seconds West, 122.00 feet along the north line of said Lot 4 to the point of beginning; thence South 01 degree 07 minutes 16 seconds East, 5.00 feet to a point on a line 5.00 feet south of and parallel with the said north line of Lot 4; thence South 88 degrees 52 minutes 44 seconds West, 41.00 feet along said parallel line; thence North 01 degree 07 minutes 16 seconds West, 5.00 feet to a point on said north line of Lot 4; thence North 88 degrees 52 minutes 44 seconds East, 41.00 feet along said north line to the point of beginning.

Said temporary easement containing 0.005 acres or 205 square feet, more or less.

***APPROVED***
***By Rod Richgruber at 7:29 am, Jul 25, 2024***

| | |
|---|---|
| ROUTE: | Randall Road (County Highway 34) |
| SECTION: | 19-00511-00-CH |
| COUNTY: | Kane |
| JOB NO.: | |
| PARCEL NO.: | 0003 |
| STATION: | 493+18.91 to 493+30.49 |
| INDEX NO.: | 06-33-306-002 |

That part of Lot 2 in Panko's Subdivision, being a subdivision in the Southwest Quarter of Section 33, Township 41 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded November 6, 2003 as document no. 2003K195732 in Kane County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.9999369004, being described as follows:

Commencing at the southeast corner of said Lot 2; thence South 88 degrees 52 minutes 44 seconds West, 142.50 feet along the south line of said Lot 2 to the point of beginning; thence continuing South 88 degrees 52 minutes 44 seconds West, 134.05 feet along said south line; thence North 01 degree 02 minutes 08 seconds East, 5.00 feet along said south line; thence North 80 degrees 02 minutes 54 seconds West, 20.84 feet along said south line; thence North 88 degrees 52 minutes 44 seconds East, 154.32 feet; thence South 01 degree 07 minutes 16 seconds East, 9.00 feet to the point of beginning.

Said parcel containing 0.029 acres, more or less.

***APPROVED***
***By Rod Richgruber at 7:29 am, Jul 25, 2024***

| | |
|---|---|
| ROUTE: | Randall Road (County Highway 34) |
| SECTION: | 19-00511-00-CH |
| COUNTY: | Kane |
| JOB NO.: | |
| PARCEL NO.: | 0003TE |
| STATION: | 493+18.91 to 493+40.59 |
| INDEX NO.: | 06-33-306-002 |

That part of Lot 2 in Panko's Subdivision, being a subdivision in the Southwest Quarter of Section 33, Township 41 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded November 6, 2003 as document no. 2003K195732 in Kane County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.9999369004, being described as follows:

Commencing at the southeast corner of said Lot 2; thence South 88 degrees 52 minutes 44 seconds West, 142.50 feet along the south line of said Lot 2; thence North 01 degree 07 minutes 16 seconds West, 9.00 feet to the point of beginning; thence South 88 degrees 52 minutes 44 seconds West, 154.32 feet to a point on the south line of said Lot 2; thence North 80 degrees 02 minutes 54 seconds West, 28.64 feet along said south line; thence North 88 degrees 52 minutes 44 seconds East, 59.85 feet; thence North 04 degrees 00 minutes 18 seconds West, 5.00 feet; thence South 88 degrees 05 minutes 42 seconds East, 123.00 feet; thence South 01 degree 07 minutes 16 seconds East, 4.00 feet to the point of beginning.

Said temporary easement containing 0.026 acres, more or less.

***APPROVED***
***By Rod Richgruber at 7:29 am, Jul 25, 2024***

| | |
|---|---|
| ROUTE: | Randall Road (County Highway 34) |
| SECTION: | 19-00511-00-CH |
| COUNTY: | Kane |
| JOB NO.: | |
| PARCEL NO.: | 0004A |
| STATION: | 498+41.79 to 500+09.09 |
| INDEX NO.: | 06-32-504-003 |

That part of the Southeast Quarter of Section 32, Township 41 North, Range 8 East of the Third Principal Meridian in Kane County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.9999369004, being described as follows:

Commencing at the northeast corner of said Southeast Quarter of Section 32; thence South 00 degrees 00 minutes 17 seconds East, 766.95 feet along the east line of said Southeast Quarter of Section 32 to a point on the southerly line of the 200.00 foot right-of-way of the Canadian National Railroad (A.K.A. The Illinois Central Gulf Railroad and The Chicago Central and Pacific Railroad), said point being the point of beginning; thence North 56 degrees 57 minutes 22 seconds West, 109.47 feet along said southerly line to a point on a line 63.00 feet west of and parallel with the centerline of right-of-way as platted and described by document no. 780936, recorded May 27, 1955; thence North 00 degrees 05 minutes 18 seconds West, 107.47 feet along said parallel line to a point on a line 90.00 feet north of and parallel with said southerly line of the 200.00 foot right-of-way of the Canadian National Railroad; thence South 56 degrees 57 minutes 22 seconds East, 109.66 feet along said parallel line to a point on said east line of said Southeast Quarter of Section 32; thence South 00 degrees 00 minutes 17 seconds East, 107.37 feet along said east line to the point of beginning.

Said parcel containing 0.226 acres, more or less.

**APPROVED**
*By Rod Richgruber at 7:29 am, Jul 25, 2024*

| | |
|---|---|
| ROUTE: | Randall Road (County Highway 34) |
| SECTION: | 19-00511-00-CH |
| COUNTY: | Kane |
| JOB NO.: | |
| PARCEL NO.: | 0004B |
| STATION: | 500+44.67 to 501+40.44 |
| INDEX NO.: | 06-32-504-003 |

That part of the Southeast Quarter of Section 32, Township 41 North, Range 8 East of the Third Principal Meridian in Kane County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.9999369004, being described as follows:

Commencing at the northeast corner of said Southeast Quarter of Section 32; thence South 00 degrees 00 minutes 17 seconds East, 528.35 feet along the east line of said Southeast Quarter of Section 32 to a point on the northerly line of the 200.00 foot right-of-way of the Canadian National Railroad (A.K.A. The Illinois Central Gulf Railroad and The Chicago Central and Pacific Railroad), said point being the point of beginning; thence continuing South 00 degrees 00 minutes 17 seconds East, 35.79 feet along said east line to a point on a line 30.00 feet south of and parallel with said northerly line of the 200.00 foot right-of-way of the Canadian National Railroad; thence North 56 degrees 57 minutes 22 seconds West, 109.83 feet along said parallel line to a point on a line 63.00 feet west of and parallel with the centerline of right-of-way as platted and described by document no. 780936, recorded May 27, 1955; thence North 00 degrees 05 minutes 18 seconds West, 35.82 feet along said parallel line to a point on said northerly line of the 200.00 foot right-of-way of the Canadian National Railroad; thence South 56 degrees 57 minutes 22 seconds East, 109.89 feet along said northerly line to the point of beginning.

Said parcel containing 0.076 acres, more or less.

***APPROVED***
***By Rod Richgruber at 7:30 am, Jul 25, 2024***

| | |
|---|---|
| ROUTE: | Randall Road (County Highway 34) |
| SECTION: | 19-00511-00-CH |
| COUNTY: | Kane |
| JOB NO.: | |
| PARCEL NO.: | 0005PE |
| STATION: | 501+25.45 to 502+77.77 |
| INDEX NO.: | 06-32-400-007 |

That part of the Southeast Quarter of Section 32, Township 41 North, Range 8 East of the Third Principal Meridian in Kane County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.9999369004, being described as follows:

Commencing at the northeast corner of said Southeast Quarter of Section 32; thence South 00 degrees 00 minutes 17 seconds East, 528.35 feet along the east line of said Southeast Quarter of Section 32 to a point on the northerly line of the 200.00 foot right-of-way of the Canadian National Railroad (A.K.A. The Illinois Central Gulf Railroad and The Chicago Central and Pacific Railroad); thence North 56 degrees 57 minutes 22 seconds West, 82.42 feet along said northerly line to a point on the west right-of-way line of Randall Road (A.K.A. County Highway 34) as dedicated by document no. 780936, recorded May 27, 1955, said point being the point of beginning; thence North 56 degrees 57 minutes 22 seconds West, 27.47 feet along said northerly line to a point on a line 23.00 feet west of and parallel with said west right-of-way line of Randall Road; thence North 00 degrees 05 minutes 18 seconds West, 137.33 feet along said parallel line to a point on a line 115.00 feet northerly of and parallel with said northerly line of the 200.00 foot right-of-way of the Canadian National Railroad; thence South 56 degrees 57 minutes 22 seconds East, 27.47 feet along said parallel line to a point on said west right-of-way line of Randall Road; thence South 00 degrees 05 minutes 18 seconds East, 137.33 feet along said west right-of-way line to the point of beginning.

Said permanent easement containing 0.073 acres, more or less.

**APPROVED**
*By Rod Richgruber at 7:30 am, Jul 25, 2024*

| | |
|---|---|
| ROUTE: | Randall Road (County Highway 34) |
| SECTION: | 19-00511-00-CH |
| COUNTY: | Kane |
| JOB NO.: | |
| PARCEL NO.: | 0006 |
| STATION: | 502+62.78 to 506+18.18 |
| INDEX NO.: | 06-32-400-006 & 06-32-200-018 |

That part of the Southeast Quarter and Northeast Quarter of Section 32, Township 41 North, Range 8 East of the Third Principal Meridian in Kane County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.9999369004, being described as follows:

Commencing at the southeast corner of said Northeast Quarter of Section 32; thence North 00 degrees 19 minutes 41 seconds East, 29.61 feet along the east line of said Southeast Quarter of Section 32 to a point on the north line of the south 29.60 feet of said Northeast Quarter of Section 32; thence South 88 degrees 45 minutes 58 seconds West, 59.02 feet along said north line of the south 29.60 feet of the Northeast Quarter to a point on the original west right-of-way line of Randall Road (A.K.A. County Highway 34), said point being the point of beginning; thence South 00 degrees 05 minutes 18 seconds East, 119.14 feet along said original west right-of-way line of Randall Road to a point on the west right-of-way line of Randall Road as dedicated by document no. 780936 recorded May 27, 1955, said west right-of-way line being a 1,677.28 foot radius curve, concave easterly; thence southerly along said curve and west right-of-way line 192.20 feet (the chord bears South 03 degrees 11 minutes 40 seconds West, 192.09 feet); thence South 00 degrees 05 minutes 18 seconds East, 63.48 feet along said west right-of-way line to a point on a line 115.00 feet northerly of and parallel with said northerly line of the 200.00 foot right-of-way of the Canadian National Railroad (A.K.A. The Illinois Central Gulf Railroad and The Chicago Central and Pacific Railroad); thence North 56 degrees 57 minutes 22 seconds West, 27.47 feet along said parallel line to a point on a line 63.00 feet west of and parallel with the centerline of right-of-way as platted and described by said document no. 780936; thence North 00

degrees 05 minutes 18 seconds West, 48.46 feet along said parallel line to a point on a 1,700.28 foot radius curve, concave easterly; thence northerly along said curve and parallel line 264.27 feet (the chord bears North 04 degrees 21 minutes 51 seconds East, 264.00 feet); thence North 81 degrees 11 minutes 00 seconds West, 36.00 feet to a point on a line 99.00 feet west of and parallel with the centerline of right-of-way as platted and described by said document no. 780936, being a 1,736.28 foot radius curve, concave easterly; thence northerly along said curve and parallel line 41.88 feet (the chord bears North 09 degrees 30 minutes 29 seconds East, 41.88 feet) to a point on said north line of the south 29.60 feet of said Northeast Quarter of Section 32; thence North 88 degrees 45 minutes 34 seconds East, 42.10 feet along said north line to the point of beginning.

Said parcel containing 0.209 acres, more or less.

***APPROVED***
***By Rod Richgruber at 7:30 am, Jul 25, 2024***

| | |
|---|---|
| ROUTE: | Randall Road (County Highway 34) |
| SECTION: | 19-00511-00-CH |
| COUNTY: | Kane |
| JOB NO.: | |
| PARCEL NO.: | 0006TE |
| STATION: | 505+72.86 to 506+18.18 |
| INDEX NO.: | 06-32-400-006 & 06-32-200-018 |

That part of the Southeast Quarter and Northeast Quarter of Section 32, Township 41 North, Range 8 East of the Third Principal Meridian in Kane County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.9999369004, being described as follows:

Commencing at the southeast corner of said Northeast Quarter of Section 32; thence North 00 degrees 19 minutes 41 seconds East, 29.61 feet along the east line of said Southeast Quarter of Section 32 to a point on the north line of the south 29.60 feet of said Northeast Quarter of Section 32; thence South 88 degrees 45 minutes 34 seconds West, 101.12 feet along said north line of the south 29.60 feet of the Northeast Quarter to a point on a line 99.00 feet west of and parallel with the centerline of right-of-way as platted and described by document no. 780936 recorded May 27, 1955, being a 1,736.28 foot radius curve, concave easterly, said point being the point of beginning; thence southerly along said curve and parallel line 41.88 feet (the chord bears South 09 degrees 30 minutes 29 seconds West, 41.88 feet); thence South 81 degrees 11 minutes 00 seconds East, 36.00 feet to a point on a line 63.00 feet west of and parallel with said centerline of right-of-way platted and described by said document no. 780936, said parallel line being a 1,700.28 foot radius curve, concave easterly; thence southerly along said curve and parallel line 6.00 feet (the chord bears South 08 degrees 42 minutes 57 seconds West, 6.00 feet); thence North 81 degrees 11 minutes 00 seconds West, 46.00 feet to a point on a line 109.00 feet west of and parallel with said centerline of right-of-way, being a 1,746.28 foot radius curve, concave easterly; thence northerly along said curve and parallel line 46.10 feet (the chord bears North 09 degrees 22 minutes 35 seconds East, 46.10 feet) to a point on said north line of the south 29.60 feet of said

Northeast Quarter of Section 32; thence North 88 degrees 45 minutes 34 seconds East, 10.20 feet along said north line to the point of beginning.

Said temporary easement containing 0.016 acres, more or less.

**APPROVED**
***By Rod Richgruber at 7:30 am, Jul 25, 2024***

| | |
|---|---|
| ROUTE: | Randall Road (County Highway 34) |
| SECTION: | 19-00511-00-CH |
| COUNTY: | Kane |
| JOB NO.: | |
| PARCEL NO.: | 0007 |
| STATION: | 506+25.47 to 517+46.55 |
| INDEX NO.: | 06-33-155-043 |

That part of Lot “A” in Fox Ridge Townhomes Subdivision, being a subdivision in the Northwest Quarter of Section 33, Township 41 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded October 19, 1998 as document no. 98K096197 in Kane County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.9999369004, being described as follows:

Beginning at the southwest corner of said Lot “A”; thence northerly along the westerly line of said Lot “A”, said westerly line also being the easterly right-of-way line of Randall Road (A.K.A. County Highway 34) and being a 1,870.08 foot radius curve, concave southwesterly an arc distance of 819.75 feet (820.44 feet and 820.45 feet record) the chord bears North 21 degrees 52 minutes 55 seconds East, 813.20 feet to a point on a 1,597.28 foot radius curve (1,597.28 feet and 1,590.54 feet record), concave southwesterly; thence northerly along said curve and westerly line 175.78 feet (175.96 feet and 172.58 feet record) the chord bears North 43 degrees 36 minutes 14 seconds East, 175.69 feet; thence North 46 degrees 45 minutes 24 seconds East, 95.81 feet (94.10 feet and 94.65 feet record) to the northeast corner of said Lot “A”; thence South 00 degrees 22 minutes 14 seconds West, 13.78 feet along the east line of said Lot “A”; thence South 40 degrees 45 minutes 53 seconds West, 231.44 feet (13.78 feet record) to a point on a 1,754.00 foot radius curve, concave southwesterly; thence southerly along said curve 621.57 feet (the chord bears south 27 degrees 13 minutes 55 seconds West, 618.32 feet); thence South 74 degrees 00 minutes 44 seconds East, 12.25 feet to a point on a 1,845.08 foot radius curve, concave westerly; thence southerly along said curve 210.00 feet (the chord bears

south 12 degrees 43 minutes 38 seconds West, 209.89 feet) to a point on the south line of said Lot “A”; thence South 88 degrees 55 minutes 06 seconds West, 25.42 feet along said south line to the point of beginning.

Said parcel containing 0.531 acres, more or less.

***APPROVED***
***By Rod Richgruber at 7:30 am, Jul 25, 2024***

| | |
|---|---|
| ROUTE: | Randall Road (County Highway 34) |
| SECTION: | 19-00511-00-CH |
| COUNTY: | Kane |
| JOB NO.: | |
| PARCEL NO.: | 0008 |
| STATION: | 519+88.95 to 536+49.20 (Randall)<br>207+96.10 to 215+88.94 (Hopps) |
| INDEX NO.: | 06-33-100-004 & 06-33-100-015 |

That part of the Northwest Quarter of Section 33, Township 41 North, Range 8 East of the Third Principal Meridian in Kane County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.9999369004, being described as follows:

Beginning at a point of intersection with the north line of said Northwest Quarter of Section 33 and the west right-of-way line of Randall Road (A.K.A. County Highway 34) as acquired by the County of Kane by deed document no. 1157361, recorded January 29, 1970; thence South 01 degree 01 minutes 35 seconds East, 21.85 feet (22.87 feet record) along said west right-of-way line to a point on a 1,864.08 foot radius curve, concave westerly; thence southerly along said curve and west right-of-way line 1,487.19 feet (the chord bears South 21 degrees 36 minutes 50 seconds West, 1,448.06 feet); thence South 44 degrees 49 minutes 39 seconds West, 121.14 feet along said west right-of-way line to a point on the centerline of the 50.00 foot right-of-way of Hopps Road as monumented and occupied; thence South 89 degrees 05 minutes 22 seconds West, 673.34 feet along said centerline of right-of-way; thence North 00 degrees 54 minutes 38 seconds West, 52.00 feet to a point on a line 52.00 feet north of and parallel with said centerline of right-of-way; thence North 89 degrees 05 minutes 22 seconds East, 110.00 feet along said parallel line; thence North 64 degrees 13 minutes 06 seconds East, 209.69 feet to a point on a 545.00 foot radius curve, concave southerly; thence easterly along said curve 413.09 feet (the chord bears North 85 degrees 55 minutes 58 seconds East, 403.28 feet); thence North 37 degrees 23 minutes 02 seconds East, 312.52 feet to a point on a 1,674.00 foot radius curve, concave westerly; thence northerly along said curve 1,117.16 feet (the chord bears North 18 degrees 15

minutes 56 seconds East, 1,096.54 feet); thence North 88 degrees 28 minutes 42 seconds East, 58.01 feet along to the point of beginning.

Said parcel containing 5.068 acres, more or less, of which 0.394 acres, more or less, was previously dedicated or used for highway purposes.

APPROVED
By William Wright at 7:54 am, Jan 13, 2025

| | |
|---|---|
| ROUTE: | Randall Road (County Highway 34) |
| SECTION: | 19-00511-00-CH |
| COUNTY: | Kane |
| JOB NO.: | |
| PARCEL NO.: | 0009TE |
| STATION: | 520+53.94 to 520+99.75 |
| INDEX NO.: | 06-33-151-016 |

That part of Lot 160 in Woodbridge South – Phase 1 Subdivision, being a subdivision in the Northwest Quarter of Section 33, Township 41 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded December 5, 1991 as document no. 91K066828 in Kane County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.9999369004, being described as follows:

Beginning at the northwesterly corner of said Lot 160; thence North 88 degrees 15 minutes 13 seconds East, 21.00 feet along the north line of said Lot 160, said north line also being the south right-of-way line of Hopps Road; thence South 62 degrees 41 minutes 34 seconds West, 50.68 feet to a point on the westerly line of said Lot 160, said westerly line also being the easterly right-of-way line of Randall Road (A.K.A. County Highway 34); thence North 46 degrees 45 minutes 24 seconds East, 33.00 feet along said westerly line to the point of beginning.

Said temporary easement containing 0.005 acres or 230 square feet, more or less.

***APPROVED***
***By Rod Richgruber at 7:31 am, Jul 25, 2024***

20 0 20
SCALE IN FEET

N

# RANDALL ROAD

**06–33–352–003**

**303–353 RANDALL ROAD,
SOUTH ELGIN, IL 60177**

**FEE SIMPLE ACQUISITION = 0.077 ACRES**

**LEGEND**

- PROPOSED R.O.W
- TEMPORARY EASEMENT
- EXISTING R.O.W
- PROPERTY LINE

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| Default | PLOT DATE = 1/14/2025 | DATE - | REVISED - |

**STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION**

**RANDALL ROAD AT HOPPS ROAD INTERSECTION IMPROVEMENT
ROW ACQUISITION REQUIREMENTS**

SCALE: | SHEET OF SHEETS | STA. | TO STA.

| F.A.P. RTE. | SECTION | COUNTY | TOTAL SHEETS | SHEET NO. |
|---|---|---|---|---|
| 0336 | 19-00511-00-CH | KANE | 18 | |
| | | CONTRACT NO. X | | 819 |
| | ILLINOIS FED. AID PROJECT | | | |

20 0 20
SCALE IN FEET

N

RANDALL ROAD

GYORR AVE

06–33–352–001

355 RANDALL ROAD,
SOUTH ELGIN, IL 60177

FEE SIMPLE ACQUISITION = 0.065 ACRES
TEMPORARY EASEMENT = 0.005 ACRES

LEGEND

PROPOSED R.O.W

TEMPORARY EASEMENT

EXISTING R.O.W

PROPERTY LINE

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| | PLOT DATE = 1/14/2025 | DATE - | REVISED - |

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

RANDALL ROAD AT HOPPS ROAD INTERSECTION IMPROVEMENT
ROW ACQUISITION REQUIREMENTS

SCALE: SHEET OF SHEETS STA. TO STA.

| F.A.P. RTE. | SECTION | COUNTY | TOTAL SHEETS | SHEET NO. |
|---|---|---|---|---|
| 0336 | 19-00511-00-CH | KANE | 18 | |
| | | CONTRACT NO. X | | 820 |
| | ILLINOIS FED. AID PROJECT | | | |

0002 0002TE

20 0 20
SCALE IN FEET

N

RANDALL ROAD

GYORR AVE

06–33–306–002

245 RANDALL ROAD,
SOUTH ELGIN, IL 60177

FEE SIMPLE ACQUISITION = 0.029 ACRES
TEMPORARY EASEMENT = 0.026 ACRES

LEGEND

PROPOSED R.O.W

TEMPORARY EASEMENT

EXISTING R.O.W

PROPERTY LINE

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| | PLOT DATE = 1/14/2025 | DATE - | REVISED - |

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

RANDALL ROAD AT HOPPS ROAD INTERSECTION IMPROVEMENT
ROW ACQUISITION REQUIREMENTS

SCALE: | SHEET OF SHEETS | STA. | TO STA.

| F.A.P. RTE. | SECTION | COUNTY | TOTAL SHEETS | SHEET NO. |
|---|---|---|---|---|
| 0336 | 19-00511-00-CH | KANE | 18 | |
| | | CONTRACT NO. XX | | |
| | ILLINOIS FED. AID PROJECT | | | |



0003 0003TE

20 0 20
SCALE IN FEET

N

06–33–504–003

RANDALL ROAD,
SOUTH ELGIN, IL 60177

FEE SIMPLE ACQUISITION = 0.302 ACRES

RANDALL ROAD

PROPOSED GRADE SEPARATION
RANDALL ROAD OVER CNRR

CNRR

LEGEND

PROPOSED R.O.W

TEMPORARY EASEMENT

EXISTING R.O.W

PROPERTY LINE

SECTION LINE

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| | PLOT DATE = 1/14/2025 | DATE - | REVISED - |

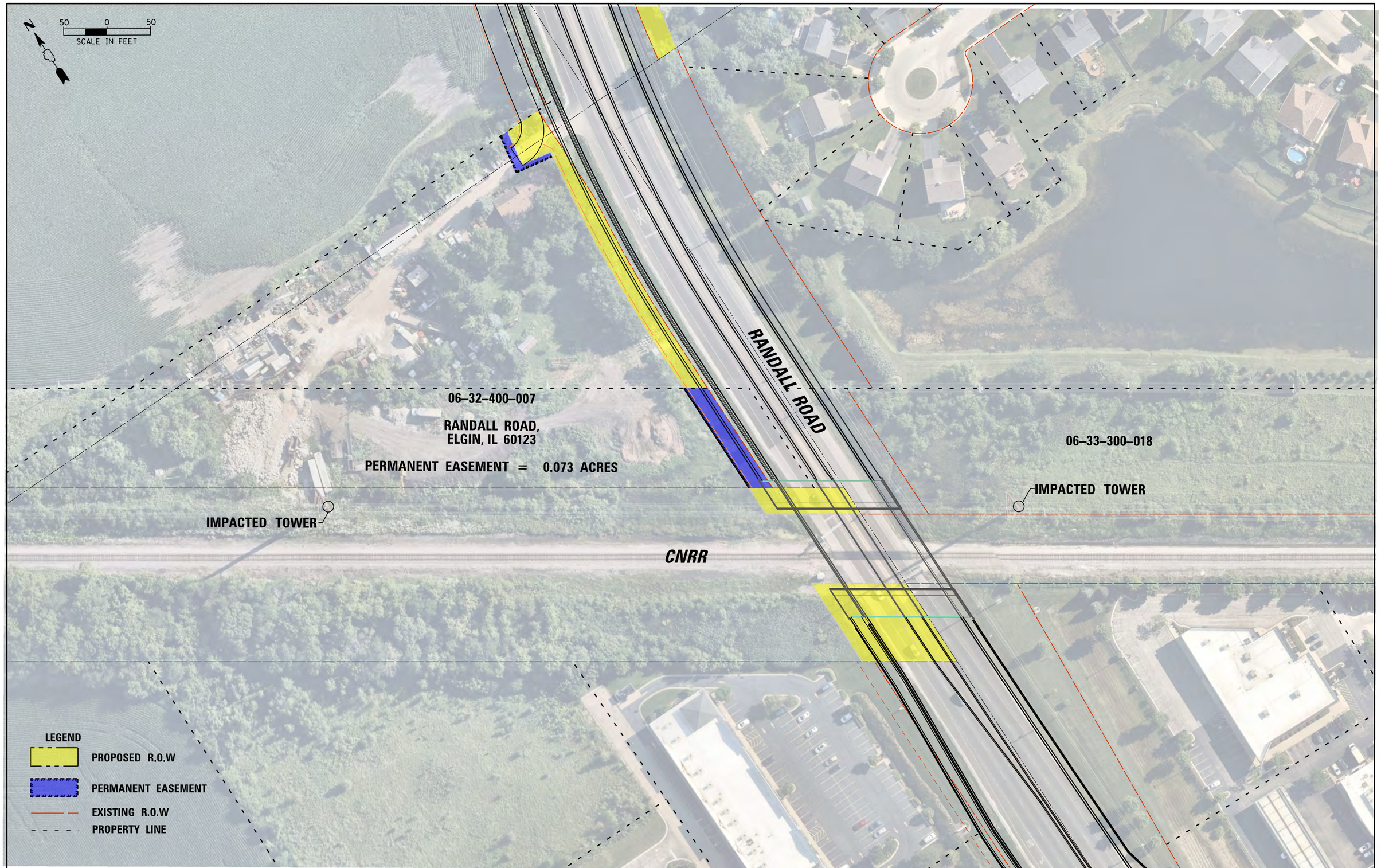
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

RANDALL ROAD AT HOPPS ROAD INTERSECTION IMPROVEMENT
ROW ACQUISITION REQUIREMENTS

SCALE: | SHEET OF SHEETS | STA. | TO STA.

| F.A.P. RTE. | SECTION | COUNTY | TOTAL SHEETS | SHEET NO. |
|---|---|---|---|---|
| 0336 | 19-00511-00-CH | KANE | 18 | |
| | | CONTRACT NO. XX822 | | |
| | ILLINOIS FED. AID PROJECT | | | |

0004A 0004B

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**STATE OF ILLINOIS**
**DEPARTMENT OF TRANSPORTATION**

**RANDALL ROAD AT HOPPS ROAD INTERSECTION IMPROVEMENT**
**ROW ACQUISITION REQUIREMENTS**

SCALE: | SHEET OF SHEETS | STA. | TO STA.

| F.A.P. RTE. | SECTION | COUNTY | TOTAL SHEETS | SHEET NO. |
|---|---|---|---|---|
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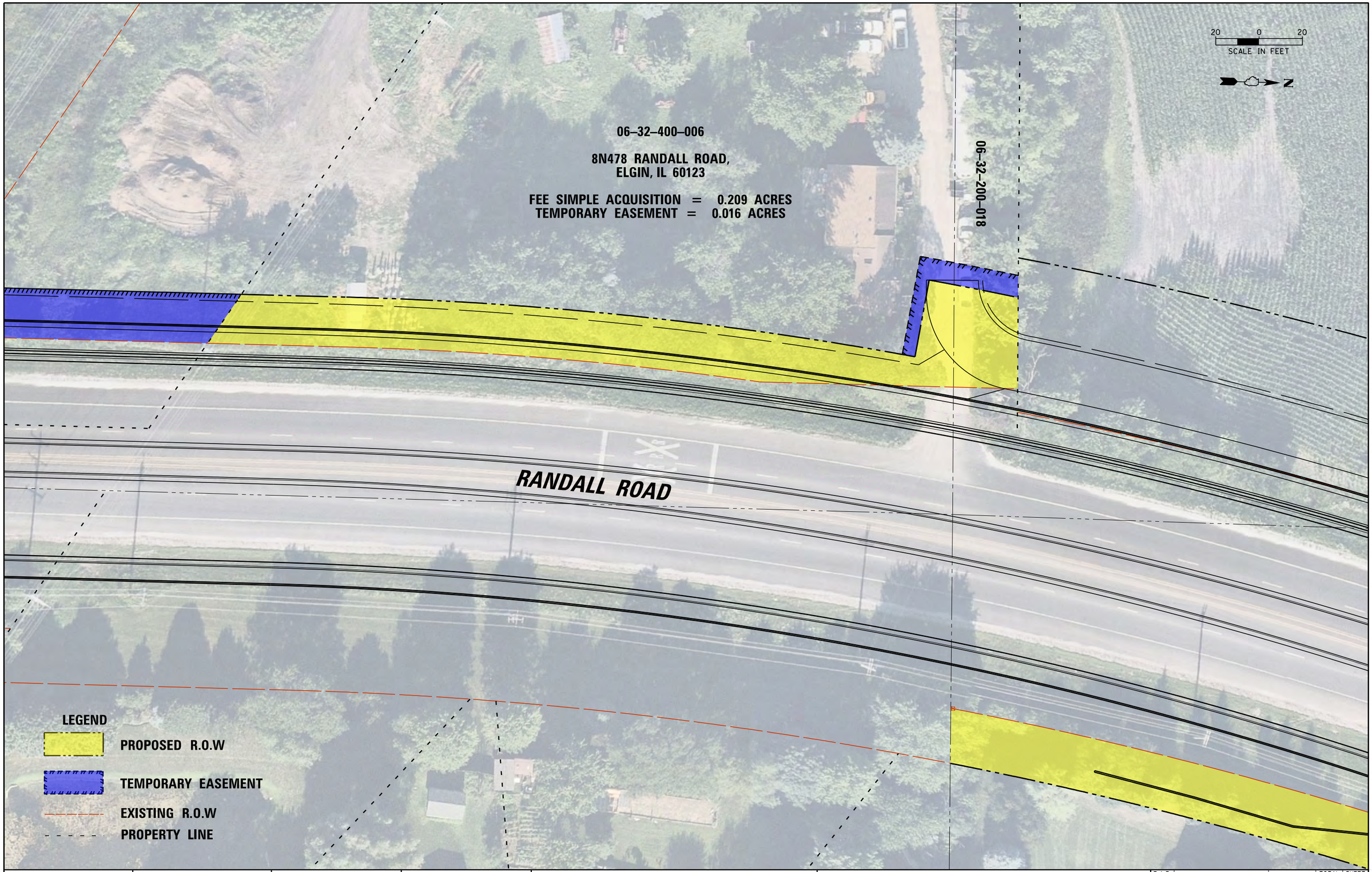
| | | CONTRACT NO. X7823 | | |
| | ILLINOIS FED. AID PROJECT | | | |

0005PE

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| | | DRAWN - | REVISED - |
| | PLOT SCALE = 40' | CHECKED - | REVISED - |
| | PLOT DATE = 1/14/2025 | DATE - | REVISED - |

**STATE OF ILLINOIS**
**DEPARTMENT OF TRANSPORTATION**

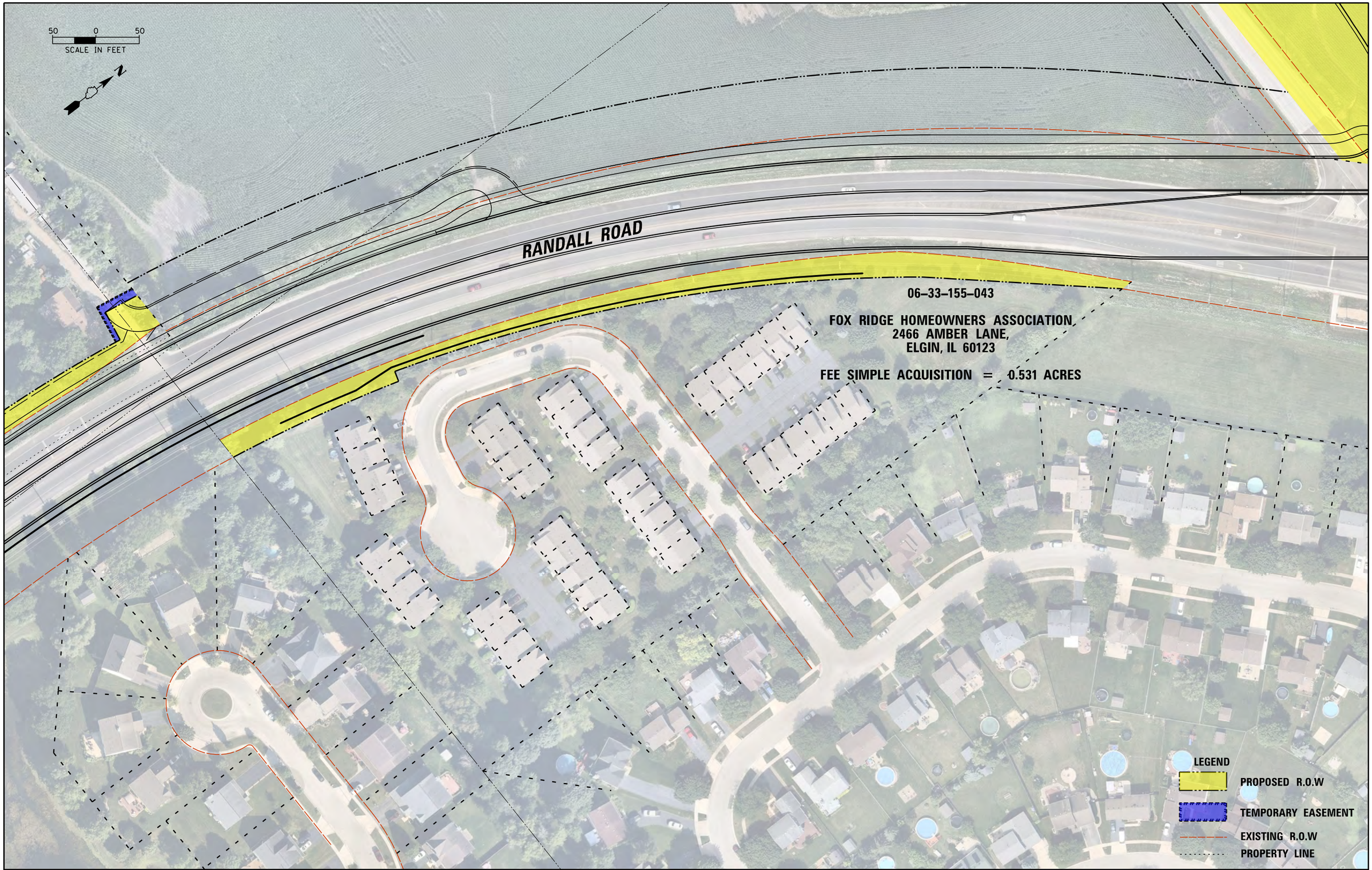
**RANDALL ROAD AT HOPPS ROAD INTERSECTION IMPROVEMENT**
**ROW ACQUISITION REQUIREMENTS**

SCALE: | SHEET OF SHEETS | STA. | TO STA.

| F.A.P. RTE. | SECTION | COUNTY | TOTAL SHEETS | SHEET NO. |
|---|---|---|---|---|
| 0336 | 19-00511-00-CH | KANE | 18 | |
| | | CONTRACT NO. XX | | |
| | ILLINOIS FED. AID PROJECT | | | |



0006 0006TE

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| | | DRAWN - | REVISED - |
| | PLOT SCALE = 100' | CHECKED - | REVISED - |
| | PLOT DATE = 1/14/2025 | DATE - | REVISED - |

**STATE OF ILLINOIS**
**DEPARTMENT OF TRANSPORTATION**

**RANDALL ROAD AT HOPPS ROAD INTERSECTION IMPROVEMENT**
**ROW ACQUISITION REQUIREMENTS**

SCALE: | SHEET OF SHEETS | STA. | TO STA.

| F.A.P. RTE. | SECTION | COUNTY | TOTAL SHEETS | SHEET NO. |
|---|---|---|---|---|
| 0336 | 19-00511-00-CH | KANE | 18 | |
| | | CONTRACT NO. X | | 825 |
| | ILLINOIS FED. AID PROJECT | | | |

N

50 0 50
SCALE IN FEET

06–32–200–029

06–33–100–015

06–33–100–004

GYORR FARM LTD PARTNERSHIP
RANDALL ROAD
ELGIN, IL 60123

FEE SIMPLE ACQUISITION = 5.068 ACRES

HOPPS ROAD

RANDALL ROAD

LEGEND
PROPOSED R.O.W
TEMPORARY EASEMENT
EXISTING R.O.W
PROPERTY LINE

| | | | |
|---|---|---|---|
| FILE NAME = N:\Kane County\230208\Civil\Exhibits\ROW\Exhibits for KDOT\EXH_ROW_PO_06-33-100-014_2.dgn | USER NAME = mmcghee | DESIGNED - | REVISED - |
| | | DRAWN - | REVISED - |
| | PLOT SCALE = 100' | CHECKED - | REVISED - |
| Default | PLOT DATE = 1/14/2025 | DATE - | REVISED - |

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

RANDALL ROAD AT HOPPS ROAD INTERSECTION IMPROVEMENT
ROW ACQUISITION REQUIREMENTS

SCALE: | SHEET OF SHEETS | STA. | TO STA.

| F.A.P. RTE. | SECTION | COUNTY | TOTAL SHEETS | SHEET NO. |
|---|---|---|---|---|
| 0336 | 19-00511-00-CH | KANE | 18 | |
| | | CONTRACT NO. XX826 | | |
| | ILLINOIS | FED. AID PROJECT | | |

50 0 50
SCALE IN FEET

N

06–33–100–015

HOPPS ROAD

06–33–100–004

GYORR FARM LTD PARTNERSHIP
RANDALL ROAD
ELGIN, IL 60123

FEE SIMPLE ACQUISITION = 5.068 ACRES

RANDALL ROAD

LEGEND

PROPOSED R.O.W

TEMPORARY EASEMENT

EXISTING R.O.W

PROPERTY LINE

| | | | |
|---|---|---|---|
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| | Exhibits for KDOT\EXH_ROW_PO_06-33-100-014.dgn | DRAWN - | REVISED - |
| | PLOT SCALE = 100' | CHECKED - | REVISED - |
| | PLOT DATE = 1/14/2025 | DATE - | REVISED - |

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

RANDALL ROAD AT HOPPS ROAD INTERSECTION IMPROVEMENT
ROW ACQUISITION REQUIREMENTS

SCALE: | SHEET OF SHEETS | STA. | TO STA.

| F.A.P. RTE. | SECTION | COUNTY | TOTAL SHEETS | SHEET NO. |
|---|---|---|---|---|
| 0336 | 19-00511-00-CH | KANE | 18 | |
| | | CONTRACT NO. XX | | |
| | ILLINOIS FED. AID PROJECT | | | |

827

LEGEND

PROPOSED R.O.W

TEMPORARY EASEMENT

EXISTING R.O.W

PROPERTY LINE

N

50 0 50

SCALE IN FEET

RANDALL ROAD

HOPPS ROAD

06–33–151–016

WOODBRIDGE SOUTH
HOMEOWNERS ASSOCIATION
2242 DEERPATH DRIVE
ELGIN, IL 60123

TEMPORARY EASEMENT = 0.005 ACRES

| | | | |
|---|---|---|---|
| FILE NAME = N:\Kane County\230208\Civil\Exhibits\ROW\Exhibits for KDOT\EXH_ROW_PO_06-33-151-016.dgn | USER NAME = mmcghee | DESIGNED - | REVISED - |
| | | DRAWN - | REVISED - |
| | PLOT SCALE = 100' | CHECKED - | REVISED - |
| Default | PLOT DATE = 1/14/2025 | DATE - | REVISED - |

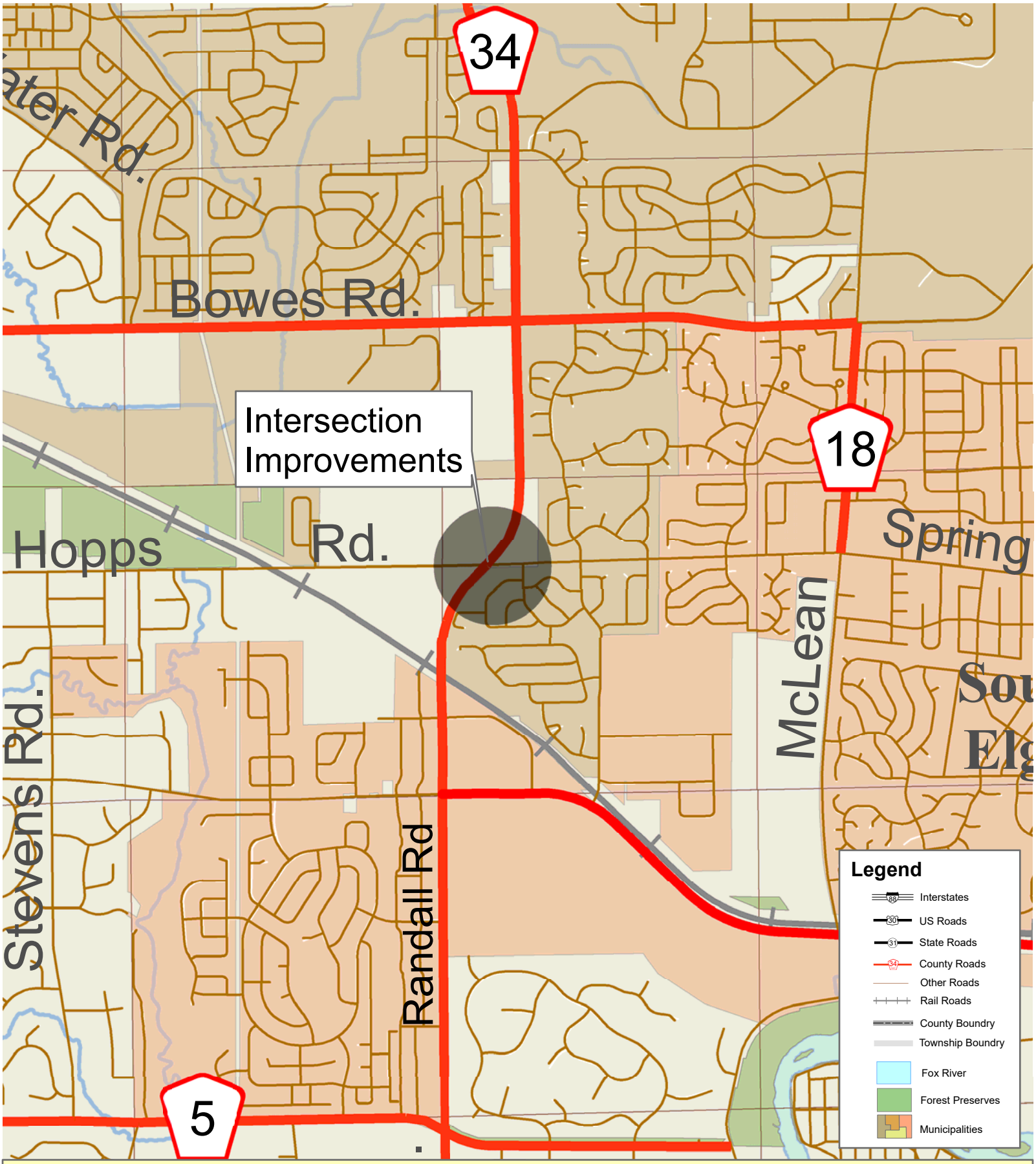
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

RANDALL ROAD AT HOPPS ROAD INTERSECTION IMPROVEMENT
ROW ACQUISITION REQUIREMENTS

SCALE: SHEET OF SHEETS STA. TO STA.

| F.A.P. RTE. | SECTION | COUNTY | TOTAL SHEETS | SHEET NO. |
|---|---|---|---|---|
| 0336 | 19-00511-00-CH | KANE | 18 | |
| | | CONTRACT NO. XX828 | | |
| | ILLINOIS | FED. AID PROJECT | | |

0009TE




# Section Number 19-00511-00-CH
# Randall Road at Hopps Road
# Intersection Improvements

0 500 1,000 2,000 3,000 4,000 Feet

0 1 Miles

N W E S

KANE COUNTY Division of Transportation 829

M:\DotserverD\USERS\Shared File System\GIS\Projects\Press Releases\Randall Road\Randall Rd at Hopps RdIntersection Improvements loc map

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# RESOLUTION NO. 25-323

## AMENDING RESOLUTION 25-066 - AUTHORIZING ACQUISITION OF REAL PROPERTY FOR RANDALL ROAD AT BIG TIMBER ROAD INTERSECTION IMPROVEMENT PROJECT, KANE COUNTY SECTION NO. 19-00369-01-CH

WHEREAS, the County of Kane is authorized by law, pursuant to 605 ILCS 5/5-801, et. seq., to acquire by negotiated purchase or eminent domain proceedings, real property for highway and related and associated purposes; and

WHEREAS, Resolution No. 25-066 was submitted for approval to the Kane County Board containing an error in the legal description authorizing acquisition of real property for Randall Road at Big Timber Road Intersection Improvement; and

WHEREAS, the County of Kane has jurisdiction over Randall Road (Kane County Highway No. 34) within the boundaries of the County of Kane; and

WHEREAS, the County of Kane deems it necessary and appropriate to construct and improve Randall Road at Big Timber Road Intersection and in conjunction therewith require necessary lands to satisfy public land acquisition mitigation obligations and responsibilities arising therefrom; and

WHEREAS, Randall Road at Big Timber Road and the planned improvements therefor, including satisfaction of public right of way acquisition mitigation obligations, have been surveyed, laid out and projected over certain lands situated in Kane County, Illinois; and

WHEREAS, it is deemed by the County of Kane that certain parcels of land, and in particular, the parcels described herein in as Exhibit "A" (copy of which is on file with the County Clerk of Kane County and which is incorporated herein and made a part hereof), which are located within the limits of Kane County, should be acquired by negotiated purchase and, negotiation failing, by eminent domain proceedings for highway purposes including in conjunction therewith satisfaction of public right of way acquisition mitigation obligations.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board, that it is hereby determined by the County Board of Kane County that the real property described herein in Exhibit "A" be used, occupied for highway purposes in a manner necessary and convenient for public use including use as satisfaction of public right of way acquisition mitigation obligations.

BE IT FURTHER RESOLVED by the Kane County Board, that it is further hereby determined it is necessary and proper that the County of Kane acquire title to or other appropriate interest in and possession of these parcels in that said real property is necessary and required by the County of Kane for highway purposes and, more specifically, the improvement of Randall Road at Big Timber Road as mitigation for public right of way

acquisitions.

BE IT FURTHER RESOLVED by the Kane County Board, that the Chairman of the Kane County Board or her duly authorized representative(s) are hereby authorized, empowered and directed to negotiate for and on behalf of the County of Kane with any and all owners of the property described herein or with any other individual possessing an interest therein for the purchase thereof upon such terms and conditions as shall be approved by the Transportation Committee of the Kane County Board and/or the County Board of Kane County.

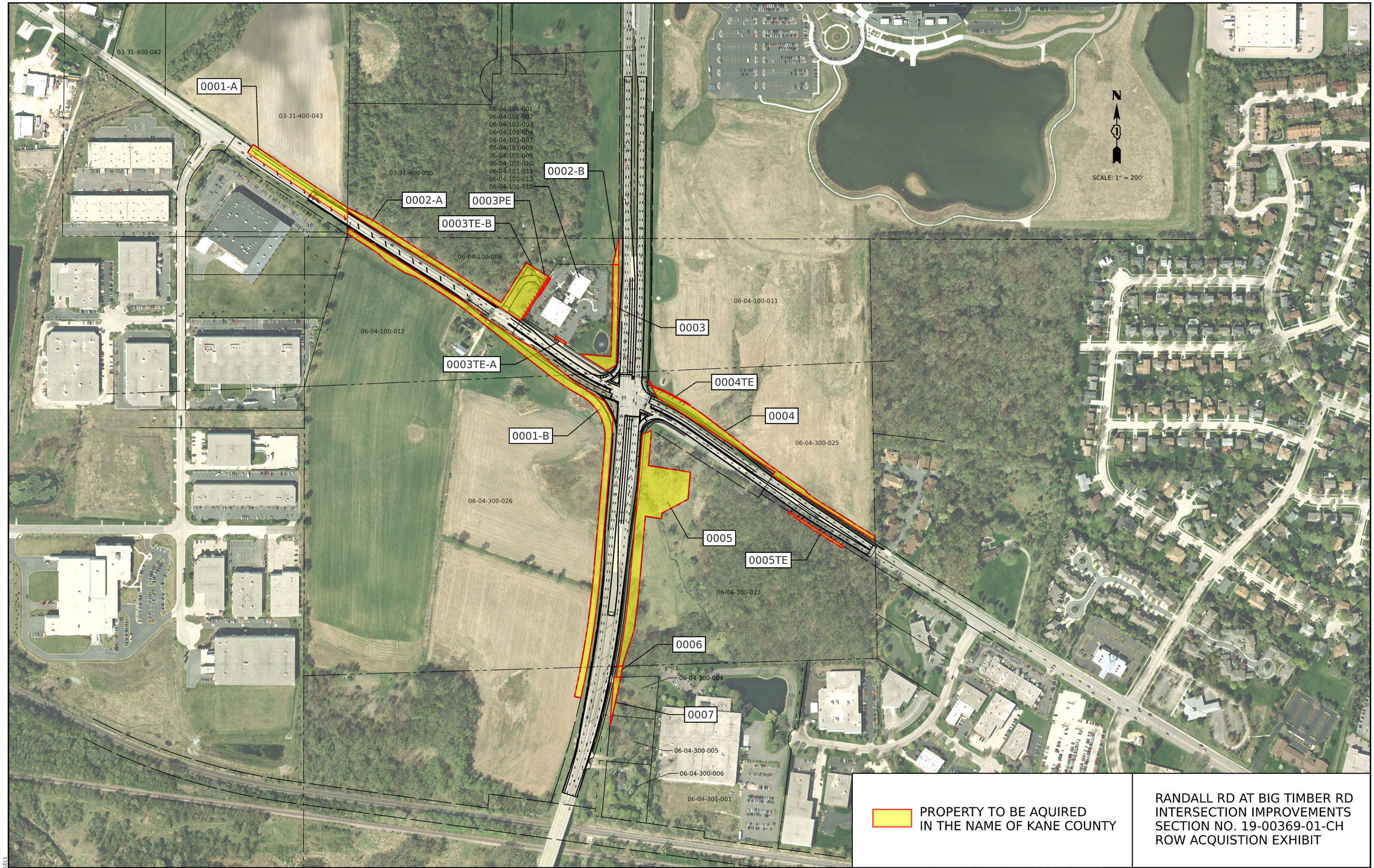
BE IT FURTHER RESOLVED by the Kane County Board, that in the event the County of Kane is unable to agree with the owner or owners, or any other party having an interest in the real property described herein regarding the compensation to be paid for said real property, then to the extent allowed by law, the County of Kane shall institute proceedings to acquire the property by eminent domain pursuant to the applicable provisions of the eminent domain laws of the State of Illinois.

BE IT FINALLY RESOLVED by the Kane County Board, that in the event the County of Kane is unable to agree with the owner or owners, or any other party having an interest in the real property described herein regarding the compensation to be paid for said real property, then the County of Kane hereby directs the States Attorney of Kane County to institute eminent domain proceedings in a court of competent jurisdiction to acquire title to and possession of said real property in the name of the County of Kane.

Passed by the Kane County Board on September 9, 2025.

| | |
|---|---|
| _____ | _____ |
| John A. Cunningham, MBA, JD, JD | Corinne M. Pierog MA, MBA |
| Clerk, County Board | Chairman, County Board |
| Kane County, Illinois | Kane County, Illinois |

Vote:




PROPERTY TO BE AQUIRED
IN THE NAME OF KANE COUNTY

# RANDALL RD AT BIG TIMBER RD INTERSECTION IMPROVEMENTS SECTION NO. 19-00369-01-CH ROW ACQUISTION EXHIBIT

MODEL: $MODELNAME$
FILE NAME: $FILE$


HAMPTON, LENZINI AND RENWICK, INC.
1707 N. RANDALL ROAD, SUITE 190
ELGIN, ILLINOIS 60123
ILLINOIS PROFESSIONAL DESIGN FIRM
LS / PE / SE CORP. 184.000959


| | | |
|---|---|---|
| USER NAME = $USER$ | DESIGNED - | REVISED - |
| | DRAWN - | REVISED - |
| PLOT SCALE = $SCALE$ | CHECKED - | REVISED - |
| PLOT DATE = $DATE$ | DATE - | REVISED - |

**STATE OF ILLINOIS**
**DEPARTMENT OF TRANSPORTATION**

**RANDALL ROAD AT BIG TIMBER ROAD INTERSECTION IMPROVEMENTS**
**PIN EXHIBIT**

SCALE: | SHEET OF SHEETS | STA. | TO STA.

| F.A. RTE. | SECTION | COUNTY | TOTAL SHEETS | SHEET NO. |
|---|---|---|---|---|
| | 19-00369-01-CH | KANE | 1 | 1 |
| | | CONTRACT NO. | | |
| | ILLINOIS FED. AID PROJECT | | | |

| PARCEL NUMBER | OWNER |
|---|---|
| 0001-A | THE FINANCIAL CORPORATION OF ILLINOIS |
| 0001-B | |
| 0002-A | DAVID HUANG |
| 0002-B | |
| 0003 | EDWARD J. DONAHUE AND TODD COHEN,<br>IN JOINT TENANCY;<br>CRAIG A. ANDERSEN,<br>LABORER'S INTERNATIONAL UNION<br>OF NORTH AMERICA, LOCAL 582;<br>IZALE REAL ESTATE HOLDINGS, LLC<br>AN ILLINOIS LIMITED LIABILITY COMPANY;<br>ALEXANDER'S RESTAURANT, INC.,<br>ULTIMATE INVESTIGATIONS, INC.,<br>CHICAGO TITLE LAND TRUST COMPANY,<br>TRUST AGREEMENT DATED MAY 4, 2017,<br>TRUST #8002374493.<br>HASNA LLC, AN ILLINOIS LIABILITY COMPANY,<br>CHICAGO TITLE LAND TRUST COMPANY,<br>AS TRUSTEE UNDER TRUST 600121-01<br>ANTIER MANAGEMENT CORP., AN ILLINOIS<br>CORPORATION,<br>GENERAL CHAUFFERS (TEAMSTERS) LOCAL UNION<br>#330 |
| 0003PE | |
| 0003TE-A | |
| 0003TE-B | |
| 0004 | ADVOCATE SHERMAN HOSPITAL<br>SUCCESSOR TO SHERMAN HOSPITAL |
| 0004TE | |
| 0005 | PAMELA S. KNOWLES, AS TRUSTEE OF<br>THE PAMELA S. KNOWLES TRUST<br>DATED OCTOBER 12, 2009 |
| 0005TE | |
| 0006 | ELGIN REINVESTOR, LLC<br>A DELAWARE LIMITED LIABILITY COMPANY |
| 0007 | ROYAL GIZYNSKI |

## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

**Title**

Amending Resolution 25-066 - Authorizing Acquisition of Real Property for Randall Road at Big Timber Road Project, Kane County Section No. 19-00369-01-CH

**Committee Flow:**
Transportation Committee, Executive Committee, County Board

**Contact:**
Steve Coffinbargar, 630.406.7170

**Budget Information**:

| | |
|---|---|
| Was this item budgeted? N/A | Appropriation Amount: $N/A |
| If not budgeted, explain funding source: N/A | |
| Was this item passed through the appropriate committee? Yes | |

**Summary**:

In February of this year, the Board authorized land acquisition efforts for the Randall Road at Big Timber Road intersection improvement project. There was an error in the legal descriptions for Parcel #0001-A and #0001-B. The corrected legal descriptions are attached to the new resolution authorizing land acquisition from these parcels for the project.

0001-A 0.558 acres
0001-B 2.080 acres

Route: Big Timber Road/Randall Road
Section: 19-00369-01-CH
County: Kane
Job: R-55-001-97
Parcel: 0001-A
Station: 184+89.97 to 190+44.66
P.I.N.: 03-31-400-042, 03-31-400-043

That part of the Southeast Quarter of Section 31, Township 42 North, Range 8 East of the Third Principal Meridian, Kane County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.99993914, described as follows:

Commencing at a 5/8" iron rod with cap found at the southwest corner of the Northwest Quarter of fractional section 4, Township 41 North, Range 8 East of the Third Principal Meridian, per Monument Record to be recorded; thence North 15 degrees 41 minutes 48 seconds East, 736.01 feet along the easterly line of Elgin Corporate Center Unit No. 2 Resubdivision, said Resubdivision being recorded March 15, 1999 as Doc. No. 1999K027435, to the east line of the Southwest Quarter of said Southeast Quarter; thence North 00 degrees 44 minutes 57 seconds East, 71.23 feet along said east line to the center line of Big Timber Road for the Point of Beginning; thence northwesterly 554.54 feet along said center line on a curve to the right having a radius of 22918.30 feet, the chord of said curve bears North 56 degrees 12 minutes 17 seconds West 554.53 feet; thence North 34 degrees 18 minutes 10 seconds East, 45.00 feet; thence southeasterly 525.08 feet along a curve to the left having a radius of 22873.30 feet, the chord of said curve bears South 56 degrees 10 minutes 08 second East, 525.07 feet to the aforesaid east line of the Southwest Quarter of said Southeast Quarter; thence South 00 degrees 44 minutes 57 seconds West, 53.29 feet along said east line to the Point of Beginning.

Said parcel containing 0.558 acre, more or less, of which 0.412 acre, more or less of previously used for right-of-way purposes.

Route: Big Timber Road/Randall Road
Section: 19-00369-01-CH
County: Kane
Job: R-55-001-97
Parcel: 0001-B
Station: 190+74.21 to 205+53.92 Big T.
240+86.19 to 254+00 Randall
P.I.N.: 06-04-100-012, 06-04-300-026

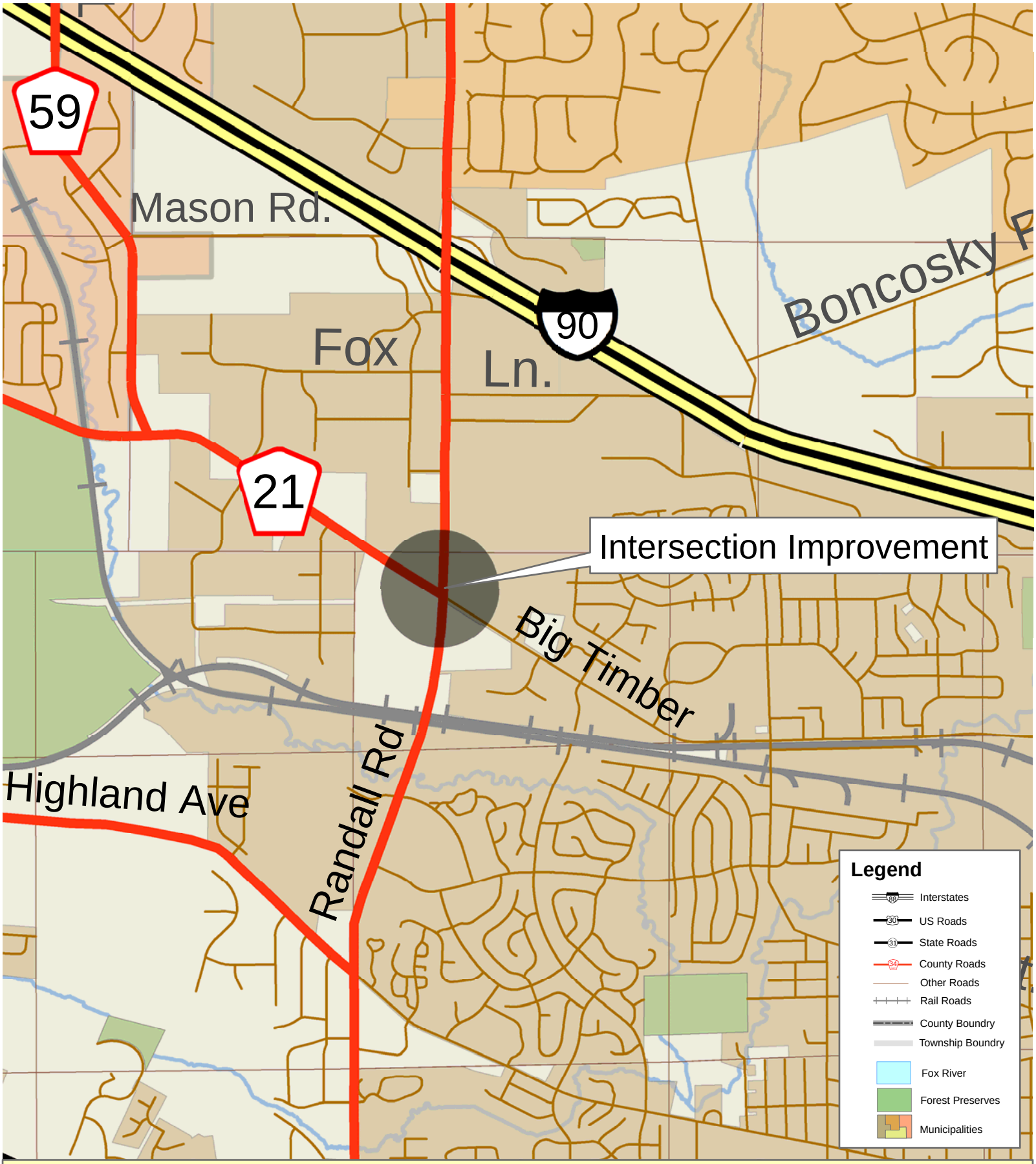
That part of the Southeast Quarter of Section 31, Township 42 North, Range 8 East of the Third Principal Meridian, and the West Half of fractional Section 4, Township 41 North, Range 8 East of the Third Principal Meridian, Kane County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.99993914, described as follows:

Commencing at a 5/8" iron rod with cap found at the southwest corner of the Northwest Quarter of said Section 4; thence North 15 degrees 41 minutes 48 seconds East, 736.01 feet along the easterly line of Elgin Corporate Center Unit No. 2 Resubdivision, said Resubdivision being recorded March 15, 1999 as Doc. No. 1999K027435, to the Point of Beginning; thence continuing North 15 degrees 41 minutes 48 seconds East, 23.05 feet along said easterly line to the southwesterly right-of-way line of Big Timber Road, recorded May 17, 1947, as Document No. 582005; thence southeasterly 295.35 feet along said southwesterly right-of-way line on a curve to the left having a radius of 22951.30 feet, the chord of said curve bears South 57 degrees 20 minutes 25 seconds East, 295.35 feet; thence South 57 degrees 42 minutes 32 seconds East, 430.87 feet along said southwesterly right-of-way line to the southwesterly right-of-way line of Big Timber Road, recorded August 30, 2012, as Document No. 2012K058379; thence South 32 degrees 17 minutes 28 seconds West, 12.00 feet along said southwesterly right-of-way line; thence South 57 degrees 42 minutes 33 seconds East, 300.00 feet along said southwesterly right-of-way line; thence South 50 degrees 51 minutes 59 seconds East, 251.80 feet along said southwesterly right-of-way line; thence South 57 degrees 42 minutes 33 seconds East, 151.08 feet along said southwesterly right-of-way line; thence South 26 degrees 29 minutes 54 seconds East, 87.00 feet along said southwesterly right-of-way line to the westerly right-of-way line of Randall Road, recorded June 29, 1978, as Document No. 1463684; thence southerly 221.07 feet along said right-of-way line on a curve to the right having a radius of 11389.20 feet, the chord of said curve bears South 04 degrees 21 minutes 05 seconds West, 221.07 feet; thence South 04 degrees 54 minutes 26 seconds West, 500.74 feet along said westerly right-of-way line; thence southerly 581.02 feet along said right-of-way line on a curve to the right having a radius of 4227.18 feet, the chord of said curve bears South 08 degrees 50 minutes 41 seconds West, 580.57 feet; thence North 77 degrees 13 minutes 03 seconds West, 30.00 feet; thence northerly 576.90 feet on a curve to the left having a radius of 4197.18 feet, the chord of said curve bears North 08 degrees 50 minutes 41 seconds East, 576.45 feet; thence North 04 degrees 54 minutes 26 seconds East, 501.31 feet; thence northerly 117.03 feet on a curve to the left having a radius of 11359.20 feet, the chord of said curve bears North 04 degrees 36 minutes 43 seconds East, 117.03 feet; thence northwesterly 246.16 feet on a curve to the left having a radius of 215.00 feet, the chord of said curve bears North 28 degrees 28 minutes 57 seconds West, 232.93 feet; thence northwesterly 185.38 feet on a curve to the right having a radius of 1160.00 feet, the chord of said curve bears North 56 degrees 42 minutes 14 seconds West, 185.18 feet; thence North 52 degrees 07 minutes 32 seconds West, 435.84 feet; thence northwesterly 218.77 feet on a curve to the left having a radius of 2245.00 feet, the chord of said curve bears North 54 degrees 55 minutes 02 seconds West, 218.69 feet; thence North 57 degrees 42 minutes 32 seconds West, 107.18 feet; thence North 69 degrees 01 minutes 08 seconds West, 50.99 feet; thence North 57 degrees 42 minutes 32 seconds West, 30.87 feet; thence northwesterly 69.33 feet on a curve to the right having a radius of 22983.30 feet, the chord of said curve bears North 57 degrees 37 minutes 21 seconds West, 69.33 feet; thence North 46 degrees 11 minutes

| | |
|---|---|
| Route: | Big Timber Road/Randall Road |
| Section: | 19-00369-01-CH |
| County: | Kane |
| Job: | R-55-001-97 |
| Parcel: | 0001-B |
| Station: | 190+74.21 to 205+53.92 Big T.<br>240+86.19 to 254+00 Randall |
| P.I.N.: | 06-04-100-012, 06-04-300-026 |

33 seconds West, 51.12 feet; thence northwesterly 169.35 feet on a curve to the right having a radius of 22973.30 feet, the chord of said curve bears North 57 degrees 12 minutes 00 seconds West, 169.35 feet to the Point of Beginning.

Said parcel containing 2.080 acre, more or less.




# Randall Road at Big Timber Road Intersection Improvement

N
W E
S

0 500 1,000 2,000 3,000 4,000 Feet

0 1 Miles

KANE COUNTY Division of Transportation

838

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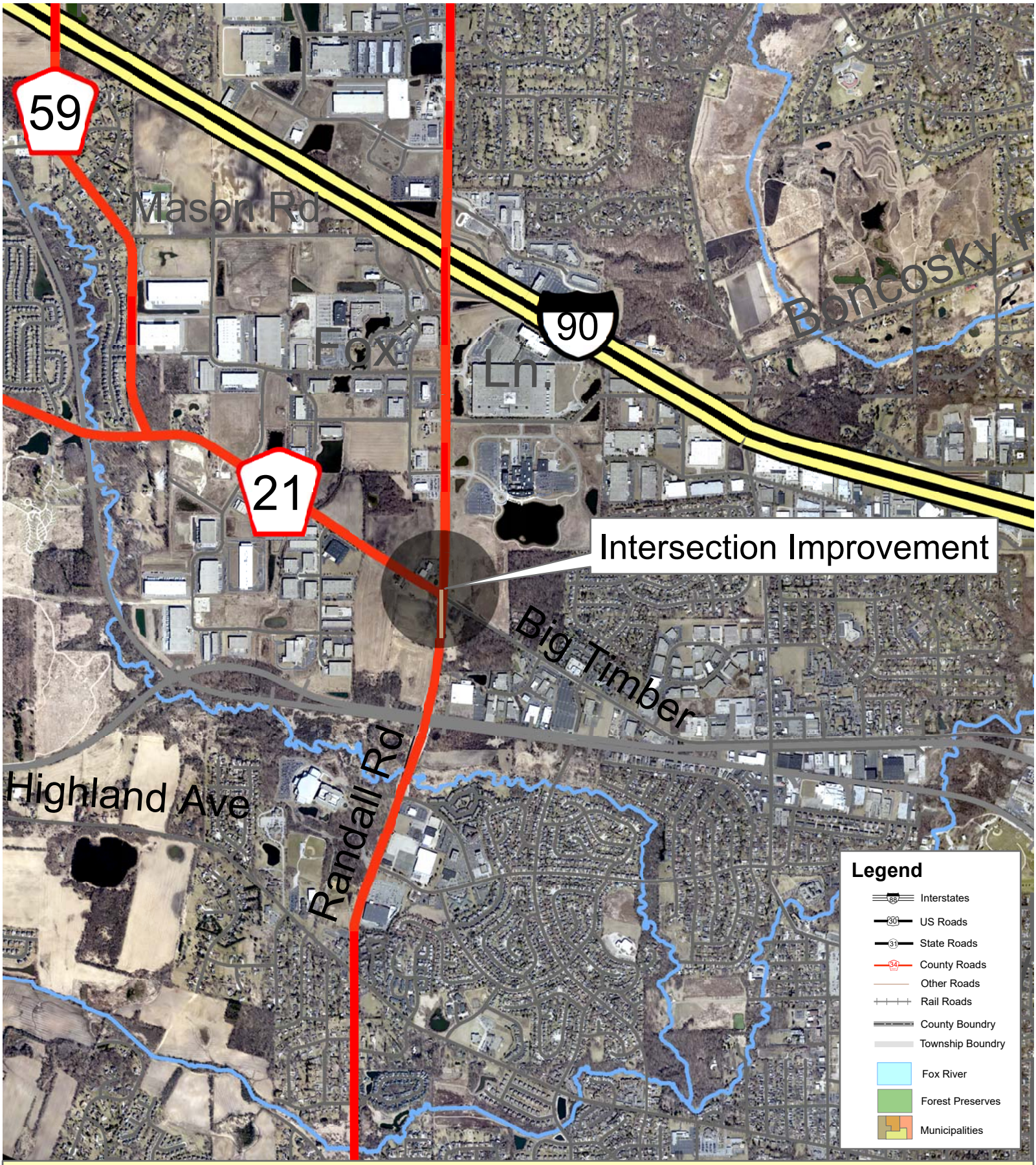


# Randall Road at Big Timber Road
# Intersection Improvement

0 500 1,000 2,000 3,000 4,000 Feet

0 1 Miles

N W E S

KANE COUNTY Division of Transporta

839

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STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# RESOLUTION NO. 25-324

## APPROVING ACQUISITION OF REAL PROPERTY FOR DAUBERMAN ROAD EXTENSION, PARCEL NO. 1N20009, KANE COUNTY SECTION NO. 15-00277-01-BR

WHEREAS, the County of Kane (County) is authorized pursuant to the Illinois Compiled Statutes, 605 ILCS 5/5-801 (2020), to acquire real property for highway purposes by negotiated purchase; and

WHEREAS, the County has developed right-of-way plans for the Kane County Highway No. 62 (Dauberman Road) proposed improvement, Illinois, Kane County Sec. No. 15-00277-01-BR (hereinafter the "Project"); and

WHEREAS, the Project right-of-way plans require the acquisition of Project Parcel No. 1N20009 which are legally described in the Acquisition Agreement attached hereto and designated Exhibit "A" (a copy of which is on file in the office of the Kane County Clerk); and

WHEREAS, the State of Illinois has agreed to and is cooperating with the County, at the County's expense, assisting in the acquisition of highway right of way necessary for the Dauberman Road Extension at those locations where said Project intersects with the State Route (US 30) which will require improvement as a result of the construction of the Project; and

WHEREAS, the State has filed an eminent domain petition (Sixteenth Judicial Circuit Court Case No. 21ED006) and a motion for quick take to set preliminary just compensation for and acquire title to Parcel No. 1N009 from Executive Office Holdings, LLC, the record title holder thereof (hereinafter sometimes the "Owner"); and

WHEREAS, pursuant to Kane County Resolution No. 21-448, the County approved an appropriation in the amount of $138,000.00 in order to pay the Court's Preliminary Just Compensation Order to the Owner of Parcel No. 1N0009; and

WHEREAS, pursuant to the Court's Final Judgement Order, the Court determined the Owner is entitled to receive an additional sum of One Hundred Twenty-Six Thousand Dollars ($126,000.00) for damages to the remainder.

NOW, THEREFORE BE IT RESOLVED by the Kane County Board that the County of Kane accept and fulfil the Court's Final Judgement Order in the amount of $126,000.00 as final just compensation for Parcel No. 1N0009 which sum shall be deposited in said eminent domain case with the Kane County Treasurer and paid from Transportation Sales Tax Fund #305, Line Item #74010 (Highway Right-of-Way) and the Chairman of the Kane County Board is hereby authorized and directed to execute any documents and associated agreement(s)

therefor.

*Line Item:* 305.520.527.74010
*Line Item Description:* Highway Right-of-Way
*Was Personnel/Item/Service approved in original budget or a subsequent budget revision?* Yes
*Are funds currently available for this Personnel/Item/Service in the specific line item?* Yes
*If funds are not currently available in the specified line item, where are the funds available?* N/A

Passed by the Kane County Board on September 9, 2025.

| | |
|---|---|
| _____ | _____ |
| John A. Cunningham, MBA, JD, JD | Corinne M. Pierog MA, MBA |
| Clerk, County Board | Chairman, County Board |
| Kane County, Illinois | Kane County, Illinois |

Vote:

Exhibit “A”

That part of the Southeast Quarter of Section 15, Township 38 North, Range 6 East of the Third Principal Meridian, in Kane County, Illinois, bearings and distances are based on the Illinois Coordinate System, NAD 83(2011) East Zone, with a combination factor of 0.9999498661, described as follows:Commencing at the southeast corner of the Southeast Quarter of said Section 15; thence on an Illinois Coordinate System NAD 83(2011) East Zone bearing of South 88 degrees 54 minutes 26 seconds West along the south line of the Southeast Quarter of said Section 15, a distance of 754.42 feet (754.31 feet, recorded) to the southwest corner of warranty deed in trust recorded March 15, 1983 as document number 1632562; thence North 0 degrees 02 minutes 36 seconds East along the west line of said warranty deed in trust, a distance of 40.01 feet to the north right of way line of U.S. Route 30 according to Order Vesting Title, Case Number ED KA 84 0013 filed April 5, 1984 in the Circuit Court for the Sixteenth Judicial Circuit, Kane County, Illinois and the point of beginning; thence continuing North 0 degrees 02 minutes 36 seconds East along the west line of the grantor, according to said warranty deed in trust, a distance of 30.01 feet to a point 30.00 feet normally distant North of the said north right of way line of U.S. Route 30; thence North 88 degrees 54 minutes 26 seconds East along a line 30.00 feet normally distant North of and parallel with the said north right of way line of U.S. Route 30, a distance of 103.03 feet; thence North 1 degree 05 minutes 34 seconds West, a distance of 10.00 feet to a point 40.00 feet normally distant North of the said north right of way line of U.S. Route 30; thence North 88 degrees 54 minutes 26 seconds East along a line 40.00 feet normally distant North of and parallel with the said north right of way line of U.S. Route 30, a distance of 550.00 feet; thence North 3 degrees 01 minute 42 seconds East, a distance of 284.82 feet to the north line of the grantor, according to said warranty deed in trust; thence North 88 degrees 54 minutes 26 seconds East along the north line of the grantor, according to said warranty deed in trust, a distance of 86.75 feet to the east line of the Southeast Quarter of said Section 15; thence South 0 degrees 02 minutes 36 seconds West along the east line of the Southeast Quarter of said Section 15, a distance of 324.15 feet to a point of intersection with the Easterly extension of the said north right of way line of U.S. Route 30; thence South 88 degrees 54 minutes 26 seconds West along the said north right of way line of U.S. Route 30 and along the Easterly extension thereof, a distance of 754.42 feet to the point of beginning.

Said parcel containing 1.283 acres, more or less, of which 0.236 acre, more or less, was previously dedicated or used for highway purposes.

1N20001

1N20002T.E

1N20003

1N20004

1N20005T.E.

1N20006

1N20007

1N20008

1N20009

1N20010

1N20011

1N20013-A

1N20013-B

1N20014

1N20015

DAUBERMAN ROAD

CONNECTOR ROAD

BNSF RAILROAD

U.S. ROUTE 30

PRAIRIE ROAD

Property to be Acquired in Name of Kane County

Property to be Acquired in Name of the State

Dauberman Road Extension
Section No. 15-00277-01-BR
ROW Acquisition Exhibit

| PLAN | BY | DATE |
|---|---|---|
| SURVEYED | | |
| PLOTTED | | |
| DRAWN CHECKED | | |
| ILM. NOTED | | |
| STRUCTURE NOTATNS CHKD | | |
| NOTE BOOK | | |
| NO. | | |

| PROFILE | BY | DATE |
|---|---|---|
| SURVEYED | | |
| PLOTTED | | |
| DRAWN CHECKED | | |
| ILM. NOTED | | |
| STRUCTURE NOTATNS CHKD | | |
| NOTE BOOK | | |
| NO. | | |

FILE NAME = pw:\hqrpwint01.e.transystcorp.com:transystcorp-pw1\Documents\Projects\214401 - Chicago\P4011150086 - Kane County - Dauberman Road Extension\303.00 - Road\303.02 - Exhibits\26-PIN Exhibit\PIN Exhibit.dgn

| USER NAME = jthede | DESIGNED - | REVISED - |
|---|---|---|
| | DRAWN - | REVISED - |
| PLOT SCALE = 500.0000 ' / in. | CHECKED - | REVISED - |
| PLOT DATE = 3/2/2018 | DATE - $DATE | REVISED - |

Systems

**STATE OF ILLINOIS**
**DEPARTMENT OF TRANSPORTATION**

**PIN EXHIBIT**
**DAUBERMAN ROAD EXTENSION**

SCALE: | SHEET OF SHEETS | STA. | TO STA.

| FAU RTE. | SECTION | COUNTY | TOTAL SHEETS | SHEET NO. |
|---|---|---|---|---|
| 1107 | 15-00277-01-BR | KANE | | |
| DAUBERMAN ROAD EXTENSION PROJECT DEVELOPMENT REPORT | | | | |

## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

**Title**

Approving the Acquisition of Real Property for Dauberman Road Extension, Kane County Parcel 1N20009 Section No. 15-00277-01-BR

**Committee Flow:**
Transportation Committee, Executive Committee, County Board

**Contact:**
Steve Coffinbargar, 630-406-7170

**Budget Information**:

| | |
|---|---|
| Was this item budgeted? yes | Appropriation Amount: $126,000.00 |
| If not budgeted, explain funding source: N/A | |
| Was this item passed through the appropriate committee? Yes | |

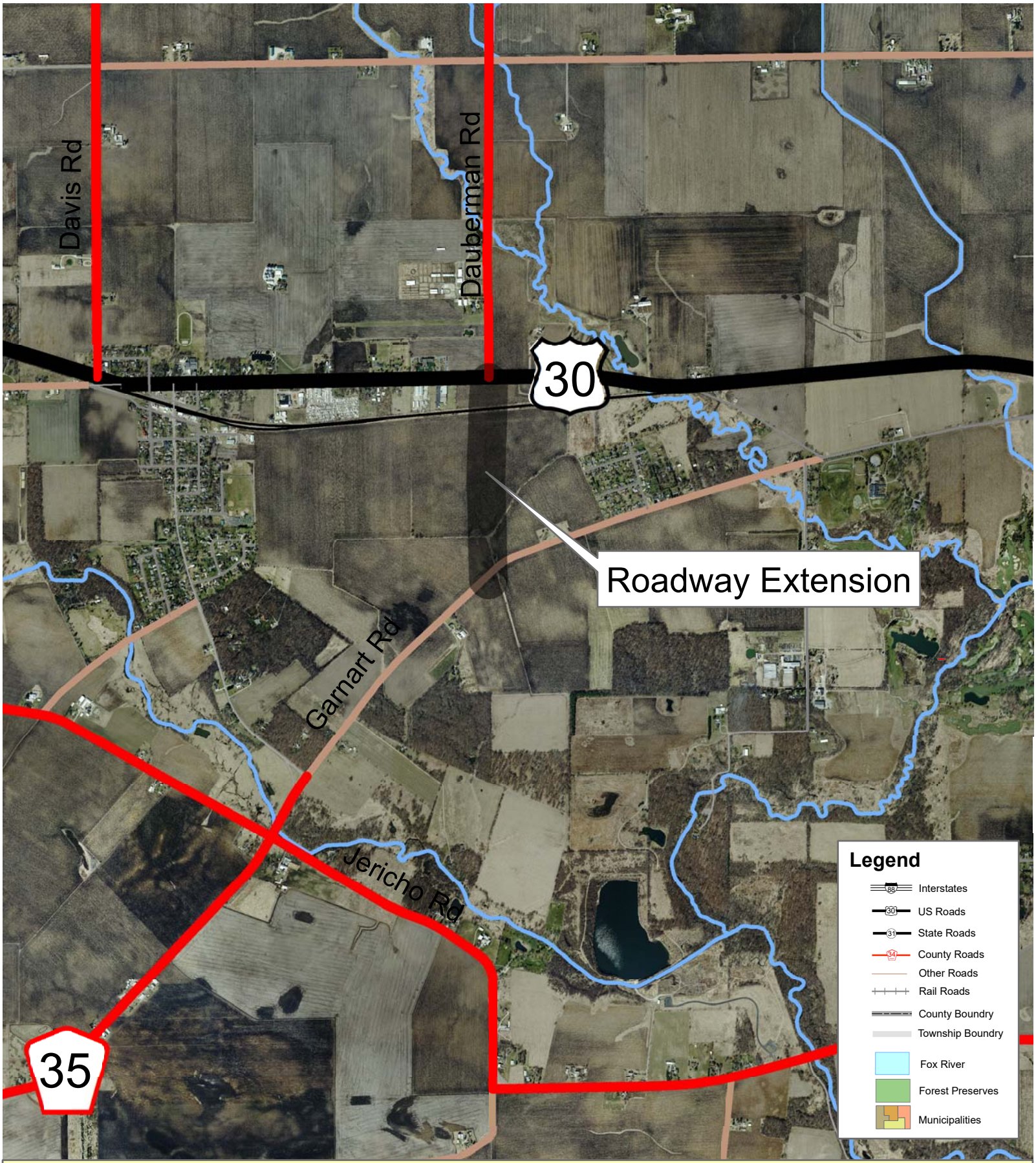
**Summary**:

Right of way acquisition associated with the Dauberman Road Extension has been settled with Executive Office Holdings, LLC as part of Case No. 21 ED 6. In 2021, the court ordered the preliminary just compensation amount of $138,000 and this amount was approved for deposit through Resolution #21-448.

More recently, the court ordered an additional $126,000 to be deposited with the Kane County Treasurer as stated in the Final Judgement Order.

1N20009 1.283 acres

Staff recommends approval.




# Section Number 15-00277-01-BR
# Dauberman Road Extension

N
W E
S

0 485 970 1,940 2,910 3,880 Feet

KANE COUNTY Division of Transportation

845

M:\dotserver2\USERS\Committee\2018\201802 February\Implementation\LMP and Dauberman Rd - FOR EXHIBITS ONLY AFTER IMP REPORT PHOTOS\Map Standard Aerial_Dauberman Rd extension loc map.mxd

# Section Number 15-00277-01-BR
# Dauberman Road Extension

N
W E
S

0 485 970 1,940 2,910 3,880 Feet

KANE COUNTY Division of Transportation

846

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STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# ZONING PETITION NO. TMP-25-979

## PETITION # 4664 PETITIONER: ANAMITE SOLAR, LLC

Petition #: 4664
**Committee Flow:** Development Committee, Executive Committee, County Board
**Contact:** Natalie Zine, Zoning Planner - P: 630-232-3494 E: zinenatalie@kanecountyil.gov <mailto:zinenatalie@kanecountyil.gov>
Petitioner: Anamite Solar LLC
Location: Property located in Plato Township approximately ½ mile west of Nesler Road, north of the C.C. & P.R.R. railroad tracks (PINs 05-23-400-018; 05-23-400-020; 05-23-400-013; 05-23-400-015; 05-23-400-012).
Proposed: A Special Use Permit in the F-Farming Zoning District to allow for the development of a commercial solar energy facility.
2040 Plan: Resource Management
Objectors: Area property owners
Recommendations:
Regional Planning Comm.: N/A
Zoning Board: Approve with stipulations
Development Committee: Approve with stipulations

**Summary:**

## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

**Title**

Petition No. 4664

**Committee Flow:**
Development Committee, Executive Committee, County Board

**Contact:**
Natalie Zine, Zoning Planner – P: 630-232-3494 E: zinenatalie@kanecountyil.gov

**Budget Information**:

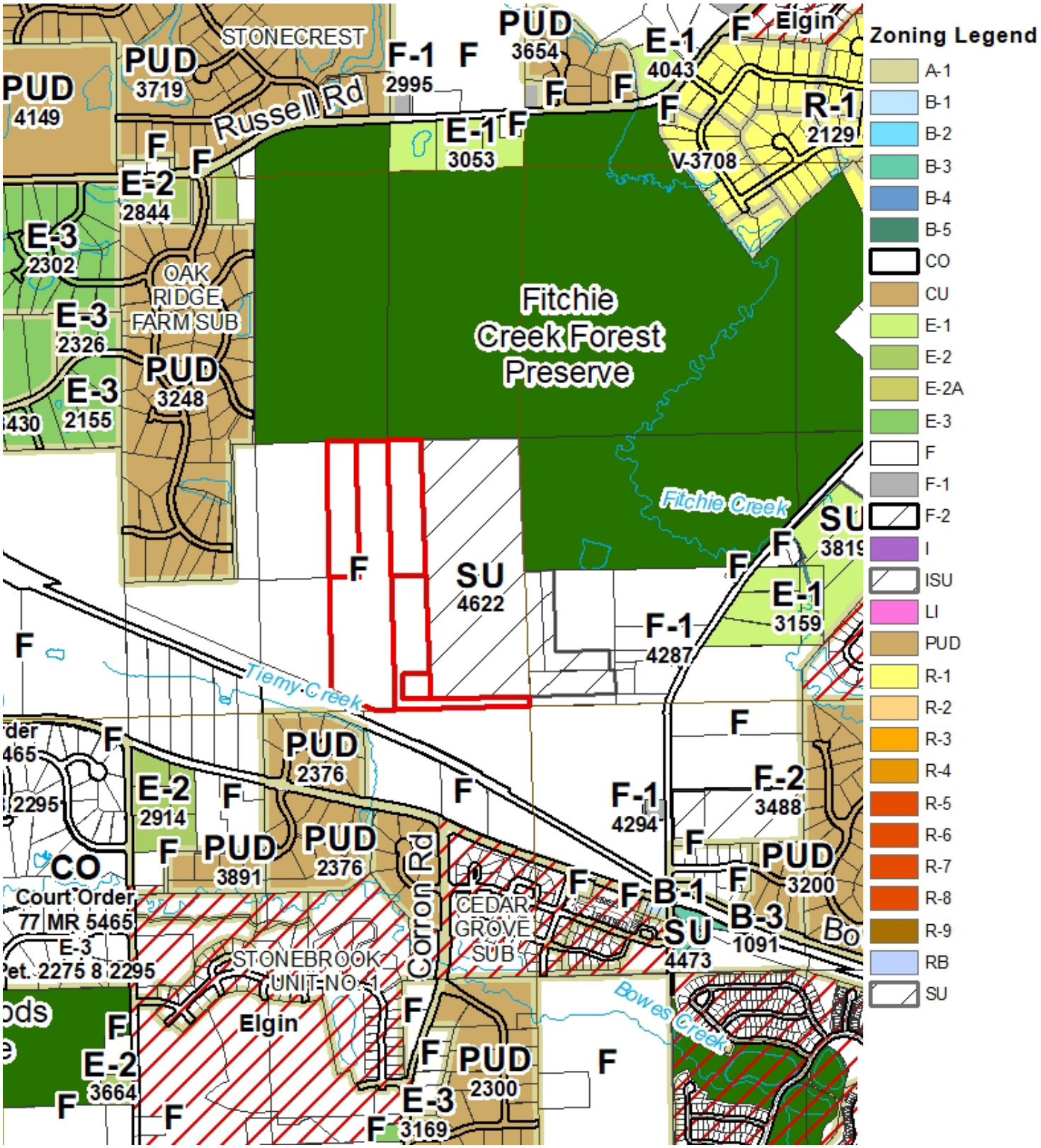
| | |
|---|---|
| Was this item budgeted? N/A | Appropriation Amount: $N/A |
| If not budgeted, explain funding source: N/A | |
| Was this item passed through the appropriate committee? N/A | |

**Summary**:

Special Use Permit in the F-Farming Zoning District to allow for a commercial solar energy facility on property located in Plato Township approximately ½ mile west of Nesler Road, north of the C.C. & P.R.R. railroad tracks (PINs 05-23-400-018; 05-23-400-020; 05-23-400-013; 05-23-400-015; 05-23-400-012).

**PETITION NO. 4664**
LOCATION MAP

A Special Use Permit in the F-Farming Zoning District to allow for the development of a Commercial Solar Energy Facility located in Plato Township approximately ½ mile west of Nesler Road, north of the C.C. & P.R.R. railroad tracks (PINs 05-23-400-018; 05-23-400-020; 05-23-400-013; 05-23-400-015; 05-23-400-012).



# COUNTY OF KANE

## DEVELOPMENT & COMMUNITY SERVICES DEPARTMENT

Kane County Government Center
719 S. Batavia Ave, Geneva, IL 60134 - Building A | (630) 232-3485


## ZONING PETITION SUMMARY

**MTG DATE:** September 9, 2025

**TO:** Kane County Board

**FROM:** Natalie Zine, *Zoning Planner* | P: 630-232-3494 E: zinenatalie@kanecountyil.gov

**SUBJECT:** **Zoning Petition No. 4664 "Anamite Solar"**

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### GENERAL INFORMATION

**APPLICANT**
Jacob Clay on behalf of Anamite Solar, LLC

**PROPERTY OWNER**
Alex Jayne

**REQUESTED ACTION**
A Special Use Permit in the F-Farming Zoning District to allow for the development of a commercial solar energy facility.

**SUBJECT PROPERTY**
Approximately 19 acres located in Plato Township approximately ½ mile west of Nesler Road, north of the C.C. & P.R.R. railroad tracks (PINs 05-23-400-018; 05-23-400-020; 05-23-400-013; 05-23-400-015; 05-23-400-012).

**PROJECT DESCRIPTION**
The Applicant is requesting zoning approval for a Special Use Permit (SUP) to allow for the development of a 2.7 MW ac ground-mounted photovoltaic solar facility. See 'Project Narrative' for more information.

**SUBMITTAL DOCUMENTS**
An application requesting the Special Use was received by the County on June 20, 2025. All received application documents for Petition 4664 are available for review on the Pending Zoning Petitions page of the Kane County Website. *See also "Exhibit A" Zoning Petition No. 4664 Submittal Documents attached.*

**PUBLIC NOTICE**
A Notice Letter was sent to all adjacent property owners within 250' of the subject property on July 17, 2025. Notice was published in the Daily Herald newspaper on July 19, 2025. And, a public hearing sign was posted on the subject property on July 17, 2025.

In addition to adjacent property owners, notice of this Petition was also sent to Kane County staff, Plato Township Highway Commissioner and Township Supervisor, City of Elgin City Administrator & Community Development Director, KDOT, School District 301, and the Pingree Grove & Countryside Fire Protection District.

### REVIEW & ANALYSIS

**ZONING**
The subject property is currently zoned F-Farming District and is bordered to the north by the Fitchie Creek Forest Preserve, to the east by F-District Farming with a Special Use Permit for Solar, to the south by the C.C. & P.R.R. railroad tracks and PUD residential beyond that, and to the west by F-District Farming. There have been no other zoning actions granted on the subject property in the past.

Section 25-8-1-2 of the Kane County Zoning Ordinance provides that "Solar Utility" is a Special Use in the F-Farming District; Section 25-5-4-9 of the Zoning Ordinance stipulates the rules and regulations for Commercial Solar Facilities.
Per Section 25-5-4-9, the site plan for a commercial solar energy facility must meet the following criteria:

1. Occupied residential dwellings on nonparticipating properties shall be located no less than one hundred fifty (150) feet to the nearest point on the outside wall of the structure.
2. Boundary lines of participating property: none.

3. Boundary lines of nonparticipating property: fifty (50) feet to the nearest point on the property line of the nonparticipating property.
4. Public road rights-of-way: fifty (50) feet to the nearest edge of the public road right-of-way.
5. No component of a solar panel, cell or modules may exceed twenty (20) feet in height above the ground at full tilt.
6. Vegetative screening shall be provided for any part of the Commercial Solar Energy Facility that is visible to Non-participating Residence(s).
7. Landscaping screening shall be located between the required fencing and the property line of the participating parcel upon which the facility sits.
8. The vegetative screening shall include a continuous line of native evergreen foliage and/or native shrubs and/or native trees and/or any existing wooded area and/or plantings of tall native grasses and other native flowering plants.
9. A fence shall be installed around the perimeter of the facility area with a minimum height of eight (8) feet and not more than twenty-five (25) feet.

**FUTURE LAND USE**

The Kane County 2040 Plan recognizes solar power as an emerging source of renewable energy, but does not specify whether it is more or less suitable for particular land use areas. The proposed installation of the solar array would likely limit the conversion of the site from an agricultural use to a commercial or other non-agricultural use for the duration of the renewable energy lease term. The Resource Management land use category is intended to preserve open space within planned unit developments and be adaptive to municipal land use planning goals.

The City of Elgin identifies the site area as planned for a combination of Single Family Detached, Neighborhood Commercial, and Transition Residential within its extraterritorial land use planning jurisdiction.

**WATER RESOURCES**

The Water Resources department has reviewed the Zoning Petition and recommends the following twelve (12) stipulations for approval:

1. All panels in the Flood Fringe or adjacent to the Floodplain as defined by the Kane County Stormwater Ordinance will need to Flood Protected to 2 feet above the Base Flood Elevation. Determination of the Base Flood Elevation will be required.
2. Water Resources will require a stormwater permit for this development. All submittals must be prepared by Professional Engineer licensed in the State of Illinois.
3. An engineer's report will be required. Should the site introduce more than 25,000 sq ft of impervious area or more than 3 acres of disturbance, stormwater detention will be required. This impervious area is calculated cumulatively since 2002 for a site as per the Stormwater Ordinance. The Engineer's report must demonstrate that the peak flow for the site with the proposed development is not increased, stormwater detention may be required for the development to ensure this. Any required Stormwater Detention Management will require a viable outfall and may require off-site work.
4. Should the site introduce more than 5,000 sq ft of impervious, a BMP will be required for all impervious surfaces.
5. A calculation for disconnected impervious area, created by the panels, will be required. A Best Management Practice will be required to encourage infiltration of runoff within the site based on this calculation and drainage in the area.
6. The configuration of the solar panels shall be evaluated to identify any potential erosion concerns. Particular attention shall be given to erosion risks at the drip edges of the panels and in sloped areas. Appropriate best management practices must be implemented to mitigate these risks. BMPs may include, but are not limited to, pre-seeding or pre-vegetation of the site prior to panel installation to establish ground cover and reduce soil displacement.
7. A drain tile study will be required, including upstream and downstream tile systems that rely on the drain tiles within the site. Water Resources is looking for the protection of the tile system that is in place, including but not limited to replacement in kind and observation and cleanout structures.
8. Plantings within the development will not interfere with drain tiles. Planting plan should address the placement of vegetation and trees with long root systems that can interfere with tile systems and cause off site issues including surcharged drain tiles and blow outs of the drain tile systems.
9. Soil samples shall be taken every 5 years from the site and analyzed for physical, chemical, and biological properties to demonstrate the soil health within the solar installations.
10. 80% vegetative coverage for plantings will be a requirement for the site.

11. A Wetland Delineation will be required. The Wetland Delineation shall meet the requirements of the Ordinance as described in Article VII Section 9-169 Requirements for a Wetland Delineation. Any Wetland Impacts must be mitigated.
12. Floodplain, Wetland, Compensatory Storage, BMPs and Stormwater Management must be placed in a Conservation or Drainage Easement.

**TRANSPORTATION**

The Kane County Department of Transportation (KDOT) and the Plato Township Highway Commissioner reviewed this Petition. Per their comments, Nesler Road is under the jurisdiction of Plato Township. The Township indicated that the access that Anamite Solar will be using is existing, acceptable for the petitioner's needs, and that no additional access permits will be required.

**ENVIRONMENTAL HEALTH**

The Kane County Health Department reviewed this Petition and had no comments regarding the proposed use or site plan.

**FIRE PROTECTION DISTRICT**

The Pingree Grove & Countryside Fire Protection District reviewed this Petition and indicated "[their] only concern is the access road. Since it is located a long distance off Nesler Road, we would need to ensure it is installed to support access by our fire equipment, as outlined in our ground solar array code; the road needs to support 60,000 lbs. There may be other concerns once we see a more comprehensive set of plans."

**ADDITIONAL REPORTS & ANALYSIS**

- Results and recommendations from the Illinois Department of Natural Resources (IDNR) obtained through the **Ecological Compliance Assessment Tool (EcoCAT)** – *The IDNR evaluated this information and concluded that adverse effects are unlikely. However, the Department recommends:*
  - *Establishing pollinator-friendly habitat as groundcover wherever feasible.*
  - *The site should be de-compacted before planting.*
  - *Long term management of the site should be planned for prior to development to ensure successful native pollinator habitat establishment and prevent the spread of invasive species throughout the lifetime of this project. An experienced ecological management consultant should be hired to assist with long-term management.*
  - *Required fencing, excluding areas near or adjacent to public access areas, should have a 6-inch gap along the bottom to prevent the restriction of wildlife movement. Woven wire or a suitable habitat wildlife friendly fence should be used. Barbed wire should be avoided.*
  - *Trees should be cleared between November 1st and March 31st.*
- Resource Preservation Review from the **Illinois State Historic Preservation Office (SHPO)** – *No historic properties were identified within the area of potential visual effects. Additionally, our files do not identify any known archaeological sites within the area of potential direct effects, nor is it within a high probability area for archaeological resources as defined in the Act. Accordingly, this project is EXEMPT from archaeological survey requests pursuant to Section 6 of the Act. An archaeological survey is not required under state law as there is no public funding nor is it on public land.*
- **Natural Resources Inventory (NRI) Report** from the Kane-DuPage Soil & Water Conservation District (SWCD) – *Based upon the LESA score and the Kane County Land Evaluation and Site Assessment, this tract warrants Low Protection effort from development.*
- Results of any **United States Fish and Wildlife Service's** Information for Planning and Consulting environmental review – A report by Kimley Horn that while four (4) threatened or endangered species are listed and may be present in the project vicinity, minimal suitable habitat was identified within the Project area; therefore, no adverse effects are anticipated to the listed species. Based on the proposed project, [Kimley Horn] concludes that the Anamite Solar Project will have "no effect" on federally listed species, their habitats, or designated critical habitat. No "incidental take" is anticipated; thus, no consultation with the USFWS is required based on the current Project.
- Executed **Agricultural Impact Mitigation Agreement (AIMA)** with the Illinois Department of Agriculture.
- Documentation demonstrating avoidance of protected lands as identified by IDNR and the Illinois **Nature Preserve Commission (INPC)** – *No State Dedicated Nature Preserves identified in the vicinity of the proposed solar farm.*

Copies of each of the complete reports listed above are provided on the Kane County website under the applicable petition number on the Pending Zoning Petitions page.

**PUBLIC COMMENT**
Copies of any submitted public comments will be uploaded to the Kane County website under the applicable petition number on the Pending Zoning Petitions page.

**RECOMMENDED STIPULATIONS**
Should the Zoning Board of Appeals make a motion to recommend approval of this zoning request, staff recommends the following stipulations:

1. All panels in the Flood Fringe or adjacent to the Floodplain as defined by the Kane County Stormwater Ordinance will need to Flood Protected to 2 feet above the Base Flood Elevation. Determination of the Base Flood Elevation will be required.
2. Water Resources will require a stormwater permit for this development. All submittals must be prepared by Professional Engineer licensed in the State of Illinois.
3. An engineer's report will be required. Should the site introduce more than 25,000 sq ft of impervious area or more than 3 acres of disturbance, stormwater detention will be required. This impervious area is calculated cumulatively since 2002 for a site as per the Stormwater Ordinance. The Engineer's report must demonstrate that the peak flow for the site with the proposed development is not increased, stormwater detention may be required for the development to ensure this. Any required Stormwater Detention Management will require a viable outfall and may require off-site work.
4. Should the site introduce more than 5,000 sq ft of impervious, a BMP will be required for all impervious surfaces.
5. A calculation for disconnected impervious area, created by the panels, will be required. A Best Management Practice will be required to encourage infiltration of runoff within the site based on this calculation and drainage in the area.
6. The configuration of the solar panels shall be evaluated to identify any potential erosion concerns. Particular attention shall be given to erosion risks at the drip edges of the panels and in sloped areas. Appropriate best management practices must be implemented to mitigate these risks. BMPs may include, but are not limited to, pre-seeding or pre-vegetation of the site prior to panel installation to establish ground cover and reduce soil displacement.
7. A drain tile study will be required, including upstream and downstream tile systems that rely on the drain tiles within the site. Water Resources is looking for the protection of the tile system that is in place, including but not limited to replacement in kind and observation and cleanout structures.
8. Plantings within the development will not interfere with drain tiles. Planting plan should address the placement of vegetation and trees with long root systems that can interfere with tile systems and cause off site issues including surcharged drain tiles and blow outs of the drain tile systems.
9. Soil samples shall be taken every 5 years from the site and analyzed for physical, chemical, and biological properties to demonstrate the soil health within the solar installations.
10. 80% vegetative coverage for plantings will be a requirement for the site.
11. A Wetland Delineation will be required. The Wetland Delineation shall meet the requirements of the Ordinance as described in Article VII Section 9-169 Requirements for a Wetland Delineation. Any Wetland Impacts must be mitigated.
12. Floodplain, Wetland, Compensatory Storage, BMPs and Stormwater Management must be placed in a Conservation or Drainage Easement.

**ZONING STANDARDS**
Section 25-4-8-2 of the Kane County Zoning Ordinance provides Standards for Special Use Permits; responses to these Standards have been provided by the Petitioner with their Zoning Application. The Zoning Board of Appeals shall not recommend approval of a special use unless it finds:

A. That the establishment, maintenance or operation of the special use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare;
B. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
C. That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
D. That adequate utility, access roads, drainage and/or other necessary facilities have been or are being provided;
E. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets and roads;

F. That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the county board pursuant to the recommendations of the zoning board of appeals.

**ZONING BOARD OF APPEALS**
The ZBA considered this zoning petition at a public hearing on Tuesday, August 5, 2025 and Tuesday, August 12, 2025 (*continued*). Testimony in opposition to the project was heard from area neighbors; Testimony in favor of the project was heard from the petitioner. The ZBA established their Findings of Fact (provided in the packet) and voted to adopt them.

The ZBA voted to recommend APPROVAL of Zoning Petition 4664, requesting a Special Use Permit in the F-Farming Zoning District to allow for the development of a commercial solar energy facility on property located approximately ½ mile west of Nesler Road, north of the C.C. & P.R.R. railroad tracks, in Plato Township (PINs 05-23-400-018; 05-23-400-020; 05-23-400-013; 05-23-400-015; 05-23-400-012), with the recommended stipulations and one additional stipulation:

13. Vegetative screening consistent with the Kane County Zoning Ordinance shall be provided and shall include a continuous line of evergreen trees along the western side of the facility with a minimum planting height of 5 feet and a maximum separation distance of 15 feet on center.

Please note: the Petitioner submitted a revised landscape plan on 08-19-2025 for the Development Committee's review. The plan illustrates the details provided in the additional stipulation added by the ZBA (#13 above). *See Exhibit B – Revised Landscape Plan.*

**DEVELOPMENT COMMITTEE**
Petition 4664, the subject of this public hearing, will be considered by the **Development Committee** at its upcoming meeting currently scheduled for **10:30 a.m., Tuesday, August 19, 2025** in the County Board Meeting Room, Building A, 2nd Floor, of the Kane County Government Center, 719 S. Batavia Ave., Geneva, Illinois. Persons in favor of or in opposition to this petition who wish to speak before the Development Committee must signify their intention to do so by signing a sheet provided for such purpose at the meeting at which such petition is to be considered.

**KANE COUNTY BOARD**
Petition 4664, the subject of this public hearing, will be considered by the **Kane County Board** at its upcoming meeting currently set for **9:45 a.m., Tuesday, September 9, 2025** in the County Board Meeting Room, Building A, 2nd Floor, of the Kane County Government Center, 719 S. Batavia Ave., Geneva, Illinois. Persons in favor of or in opposition to this petition who wish to speak before the County Board must file their intention to do so with the Zoning Enforcement Officer no later than the Friday preceding the County Board meeting at which the petition is to be considered.

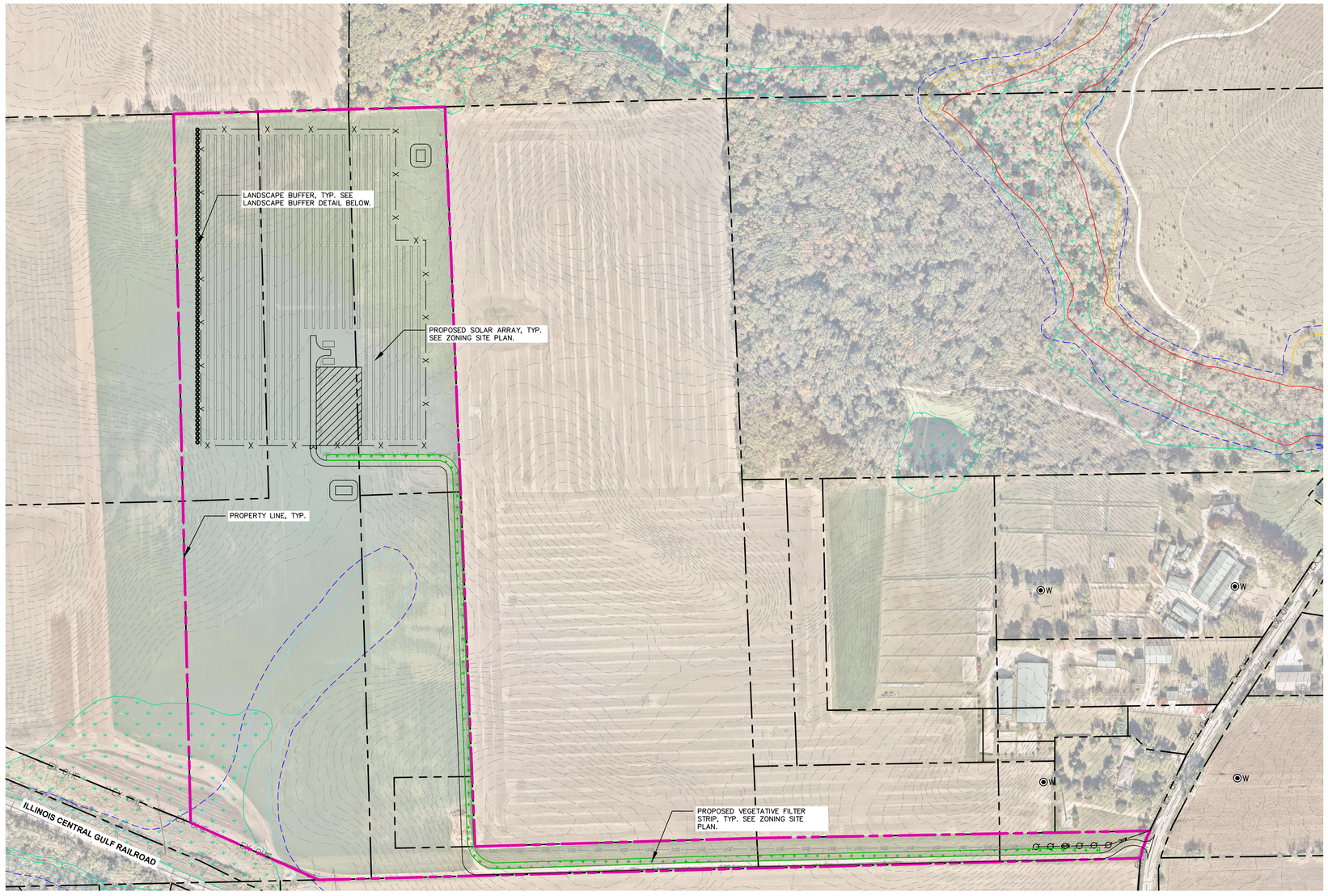
**ATTACHMENTS**
- Exhibit A - Zoning Petition No. 4664 Submittal Documents
- Exhibit B – Revised Landscape Plan (08-18-2025)

"Exhibit A"
Zoning Petition No. 4664 Submittal Documents

| Document | Meeting Date |
|---|---|
| 4664_0_Petitioner's Presentation_Anamite Solar (08-05-2025).pdf | 8/5/2025 7:00 PM |
| 4664_00_ZBA Petition Summary (08-05-2025).pdf | 8/5/2025 7:00 PM |
| 4664_00_ZBA Staff Presentation (08-05-2025).pdf | 8/5/2025 7:00 PM |
| 4664_01 Anamite Zoning Application (06-20-2025).pdf | 8/5/2025 7:00 PM |
| 4664_02 AnamiteSUP Standards Worksheet (06-20-2025).pdf | 8/5/2025 7:00 PM |
| 4664_03 Kane Anamite SUP Project Narrative (06-18-2025).pdf | 8/5/2025 7:00 PM |
| 4664_04 Anamite_Lease (09-17-2024).pdf | 8/5/2025 7:00 PM |
| 4664_05 Anamite ALTA (05-05-2025).pdf | 8/5/2025 7:00 PM |
| 4664_06 Manufacturers Spec Sheets (06-20-2025).pdf | 8/5/2025 7:00 PM |
| 4664_07 Anamite Noise Analysis (06-16-2025).pdf | 8/5/2025 7:00 PM |
| 4664_08 Anamite Decom Plan (June 2025).pdf | 8/5/2025 7:00 PM |
| 4664_09 Decommissioning bond form (06-20-2025).pdf | 8/5/2025 7:00 PM |
| 4664_13 Anamite Legal Description (06-20-2025).pdf | 8/5/2025 7:00 PM |
| 4664_15 Anamite Certification of Notice (06-20-2025).pdf | 8/5/2025 7:00 PM |
| 4664_16 Anamite Neighbor Letter (06-18-2025).pdf | 8/5/2025 7:00 PM |
| 4664_17-18-29-31 Anamite Zoning Site Plan (04-22-2025).pdf | 8/5/2025 7:00 PM |
| 4664_20 Anamite EcoCat (05-09-2025).pdf | 8/5/2025 7:00 PM |
| 4664_21 Anamite SHPO Review (06-12-25).pdf | 8/5/2025 7:00 PM |
| 4664_22 Anamite NRI Report (04-25-2025).pdf | 8/5/2025 7:00 PM |
| 4664_23 Anamite Solar_USFWS Review (05-30-2025).pdf | 8/5/2025 7:00 PM |
| 4664_25 Anamite Solar, LLC (Kane) AIMA (04-16-2025).pdf | 8/5/2025 7:00 PM |
| 4664_26 Plato Township Road Use Approval (06-19-2025).pdf | 8/5/2025 7:00 PM |
| 4664_27 KDOT Route Proposal Approval (06-20-2025).pdf | 8/5/2025 7:00 PM |
| 4664_28 Anamite_IL SE Certification (06-19-2025).pdf | 8/5/2025 7:00 PM |
| 4664_30 Anamite Level 1 Wetland Delineation (06-03-2025).pdf | 8/5/2025 7:00 PM |
| 4664_32 Preliminary Drain Tile Exhibit (04-22-2025).pdf | 8/5/2025 7:00 PM |
| 4664_33 Anamite Stormwater Report (06-13-2025).pdf | 8/5/2025 7:00 PM |
| 4664_34 Property Value Solar Impact Report (03-06-2023).pdf | 8/5/2025 7:00 PM |
| 4664_35_Addendum 1 Alex R. Jayne Revocable Trust (Rcvd. 08-04-2025).pdf | 8/5/2025 7:00 PM |
| 4664_36_Addendum 2 Anamite Solar Contact Sheet (Rcvd. 08-04-2025).pdf | 8/5/2025 7:00 PM |
| 4664_37_Addendum 3 Anamite Solar Lease Assignment (Rcvd. 08-04-2025).pdf | 8/5/2025 7:00 PM |
| 4664_38_Addendum 4 Avoidance of Protected Lands (Rcvd. 08-04-2025).pdf | 8/5/2025 7:00 PM |
| 4664_39_Addendum 5 USACE Reasoning Letter (08-04-2025).pdf | 8/5/2025 7:00 PM |

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Drawing name: K:\CHS_LIEV\268262054_Cultivate_Anamite_IL\2 Design\CAD\Exhibits\Landscape Exhibit.dwg Layout1 Aug 18, 2025 3:10pm by Megan Wagner

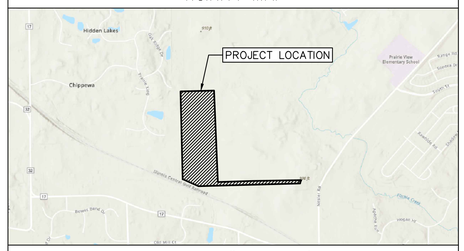



# "EXHIBIT B"

GRAPHIC SCALE IN FEET
0 100 200 400

NORTH

VICINITY MAP




SCALE: 1" = 2000'

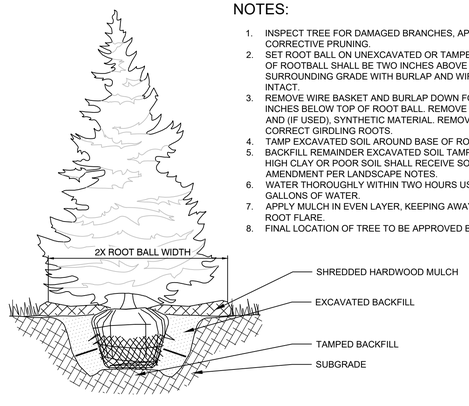
## PLANT SCHEDULE

| SUGGESTED SPECIES | QTY. | SIZE |
|---|---|---|
| EVERGREEN TREE | 73 | 5' HT. MIN. |
| SAWARA CYPRESS `SOFT SERVE` | | |
| JUNIPERUS VIRGINIANA | | |
| JUNIPERUS CHINESIS `MOUNTBATTEN ` | | |
| JUNIPERUS CHINESIS `BLUE POINT` | | |
| PICEA PUNGENS | | |
| PICEA GLAUCA `DENSATA` | | |
| THUJA 'JUNIOR GIANT' | | |

NOTE: FINAL SPECIES TO BE DETERMINE BASED ON AVAILABILITY AND CONFIRMED BY OWNER OR OWNERS REPRESENTATIVE. QUANTITIES ARE FOR REFERENCE ONLY AND ARE SUBJECT TO CHANGE BASED ON FINAL DESIGN.

## GENERAL LANDSCAPE NOTES

1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING MATERIALS AND PLANTS SHOWN ON THE LANDSCAPE PLAN. THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR UTILITIES, ADJACENT LANDSCAPE, PUBLIC AND PRIVATE PROPERTY THAT IS DAMAGED BY THE CONTRACTOR OR THEIR SUBCONTRACTOR'S OPERATIONS DURING INSTALLATION OR DURING THE SPECIFIED MAINTENANCE PERIOD. CALL FOR UTILITY LOCATIONS PRIOR TO ANY EXCAVATION.
2. THE CONTRACTOR SHALL REPORT ANY DISCREPANCY IN PLAN VS. FIELD CONDITIONS IMMEDIATELY TO THE LANDSCAPE ARCHITECT, PRIOR TO CONTINUING WITH THAT PORTION OF WORK.
3. NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY OF THEIR TRENCHES OR EXCAVATIONS THAT SETTLE..
5. DO NOT DISTURB THE EXISTING PAVING, LIGHTING, OR LANDSCAPING THAT EXISTS ADJACENT TO THE SITE UNLESS OTHERWISE NOTED ON PLAN.
6. PLANT QUANTITIES SHOWN ARE FOR THE CONVENIENCE OF THE OWNER AND JURISDICTIONAL REVIEW AGENCIES. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES AS DRAWN.
7. THE CONTINUED MAINTENANCE OF ALL REQUIRED LANDSCAPING SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY ON WHICH SAID MATERIALS ARE REQUIRED. ALL PLANT MATERIALS REQUIRED BY THIS SECTION SHALL BE MAINTAINED AS LIVING VEGETATION AND SHALL BE PROMPTLY REPLACED IF THE PLANT MATERIAL HAS DIED PRIOR TO FINAL ACCEPTANCE.



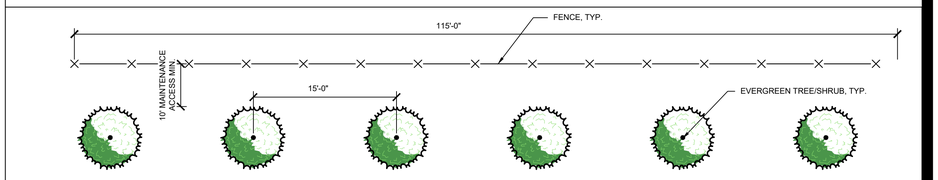

NOTES:

1. INSPECT TREE FOR DAMAGED BRANCHES, APPLY CORRECTIVE PRUNING.
2. SET ROOT BALL ON UNEXCAVATED OR TAMPED SOIL. TOP OF ROOTBALL SHALL BE TWO INCHES ABOVE SURROUNDING GRADE WITH BURLAP AND WIRE BASKET INTACT.
3. REMOVE WIRE BASKET AND BURLAP DOWN FOUR TO SIX INCHES BELOW TOP OF ROOT BALL. REMOVE ALL TWINE AND (IF LISED). SYNTHETIC MATERIAL. REMOVE OR CORRECT GIRDLING ROOTS.
4. TAMP EXCAVATED SOIL AROUND BASE OF ROOTBALL.
5. BACKFILL REMAINDER EXCAVATED SOIL TAMPED LIGHTLY. HIGH CLAY OR POOR SOIL SHALL RECEIVE SOIL AMENDMENT PER LANDSCAPE NOTES.
6. WATER THOROUGHLY WITHIN TWO HOURS USING 10 TO 15 GALLONS OF WATER.
7. APPLY MULCH IN EVEN LAYER, KEEPING AWAY FROM ROOT FLARE.
8. FINAL LOCATION OF TREE TO BE APPROVED BY OWNER.

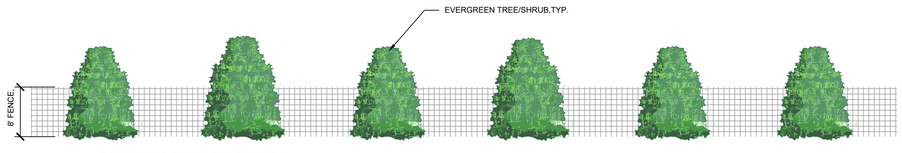
1 EVERGREEN TREE PLANTING

NTS

## LANDSCAPE BUFFER DETAIL




PROPOSED BUFFER PLAN




PROPOSED BUFFER ELEVATION

VEGETATION SHOWN AT 5 YEARS GROWTH

CULTIVATE POWER

Kimley»Horn

© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
570 LAKE COOK RD SUITE 200
DEERFIELD, IL 60015
WWW.KIMLEY-HORN.COM

PRELIMINARY NOT FOR CONSTRUCTION

| No. | REVISIONS | DATE |
|---|---|---|

KHA PROJECT 268262054
ORIGINAL DATE 04/22/2025
SCALE AS SHOWN
DESIGNED BY SFH
DRAWN BY SFH
CHECKED BY CPC

LANDSCAPE SCREENING EXHIBIT

ANAMITE SOLAR, LLC
KANE COUNTY, IL

SHEET NUMBER
LA-1

# ZONING BOARD OF APPEALS
# SUP FINDINGS OF FACT

## GENERAL PETITION INFORMATION

**ZONING PETITION NO.** 4664 **PUBLIC HEARING DATE** 8/5/25

**PETITIONER NAME** Jacob Clay on behalf of Anamite Solar, LLC

**REQUESTED ACTION**

A Special Use Permit in the F-Farming Zoning District to allow for the development of a commercial solar energy facility.

**SUBJECT PROPERTY**

Approximately 19 acres located in Plato Township approximately ½ mile west of Nesler Road, north of the C.C. & P.R.R. railroad tracks (PINs 05-23-400-018; 05-23-400-020; 05-23-400-013; 05-23-400-015; 05-23-400-012).

## STANDARDS OF A SPECIAL USE (ZONING CODE SECTION 25-4-8-2)

Special Uses, as defined by the Zoning Ordinance, shall be considered at a public hearing before the Zoning Board of Appeals (ZBA). The ZBA shall make a recommendation to the County Board based on their Findings of Fact in regards to the Standards of a Special Use. The ZBA shall not recommend approval of a Special Use Permit unless it finds the following the statements to be true and accurate.

**The Zoning Board of Appeals reviewed the petition, reports, testimony and public comments received during the public hearing on the date listed above. The following are the Board's Findings of Facts for each of the six requirements specified in the Ordinance:**

**A. The establishment, maintenance or operation of the special use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare.**

There was no testimony that would indicate any adverse affect. There was no specific opposition from the neighboring community. No perceptable sound or odor concerns.
The testimony indicates a reduction of stormwater run-off.
The closest residence was over 900 feet from the planned site.
Drain tiles will be maintained or possibly re-reouteds to preserve the function.

**ZBA Vote:** Y **Aris** ----- **Armstrong** Y **Lake** Y **Natkins** Y **Schultz** ----- **Stoffa** Y **Wilson**

**B. The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.**

A neighbor to the east is a proposed solar use, no impact is considered.
There is not a neighbor closer than 900 feet.
There will be a more mature screening for the consideration of the neighbors.
Although the testimony from the property experts (Kohn Reznik) indicates no history of property value depreciation, the report is not site or area specific.

**ZBA Vote:** Y **Aris** ---- **Armstrong** Y **Lake** Y **Natkins** Y **Schultz** ---- **Stoffa** Y **Wilson**

**C. The establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.**

The testimony indicated the City of Elgin did not plan any expansion in this area.
The use of this nature is reversible as decommissioned, it does not seem to impede other uses.
This use will not impede any future development or zoning of adjacent properties.

**ZBA Vote:** Y **Aris** --- **Armstrong** Y **Lake** Y **Natkins** Y **Schultz** --- **Stoffa** Y **Wilson**

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**D. Adequate utility, access roads, drainage and/or other necessary facilities have been or are being provided.**

The access is existing, drainage will be maintained.
No utilities required other than Com Ed interconnect.
The Fire department will be addressing the need for 60,000 LB vehicles.

**ZBA Vote:** Y **Aris** ---- **Armstrong** Y **Lake** Y **Natkins** Y **Schultz** --- **Stoffa** Y **Wilson**

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**E. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets and roads.**

The access already exists.
The traffic is minimal during construction and limited to approximately 9 site vistis annually.

**ZBA Vote:** Y **Aris** --- **Armstrong** Y **Lake** Y **Natkins** Y **Schultz** --- **Stoffa** Y **Wilson**

---

**F. The special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the county board pursuant to the recommendations of the zoning board of appeals.**

No tesitmony that this project would require anything further than the zoning ordinance.
This petition is recommended to be reviewed including the 13 stipulations.

**ZBA Vote:** Y **Aris** ----- **Armstrong** Y **Lake** Y **Natkins** Y **Schultz** ---- **Stoffa** Y **Wilson**

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## ZONING BOARD OF APPEALS (ZBA) ADOPTED FINDINGS OF FACT

A motion was made to adopt the above as an accurate representation of the Findings of Fact of the majority of the Zoning Board of Appeals in respect to the subject Zoning Petition.

| Roll Call of the ZBA: | (circle one) | | | |
|---|---|---|---|---|
| 1. Tracy Aris | (Aye) | Nay | Abstain | Not Present |
| 2. Martell Armstrong | Aye | Nay | Abstain | (Not Present) |
| 3. Mary Lake | (Aye) | Nay | Abstain | Not Present |
| 4. Burt Natkins | (Aye) | Nay | Abstain | Not Present |
| 5. David Schultz | (Aye) | Nay | Abstain | Not Present |
| 6. Michael Stoffa | Aye | Nay | Abstain | (Not Present) |
| 7. William Wilson | (Aye) | Nay | Abstain | Not Present |

The motion PASSED by a vote of 5 to 0, with ___ Abstention(s) and 2 Absent.

On this 12 day of August, 2025.

We hereby certify that the above is an accurate representation of the Findings of Fact of the majority of the Zoning Board of Appeals in respect to the Zoning Petition listed above.

| | |
|---|---|
| David Schultz | 8.12.2025 Date |
| Tracy K Aris | 8.12.2025 Date |
| Mary Lake | 08-12-2025 Date |
| William Wilson | 08-12-2025 Date |
| BURT NATKINS (REMOTE) | 8-12-2025 Date |
| | Date |
| | Date |

# ZONING BOARD OF APPEALS
# RECOMMENDATION

## ZONING BOARD OF APPEALS (ZBA) RECOMMENDATION TO THE KANE COUNTY BOARD

The Kane County Zoning Board of Appeals, at a public hearing on August 5, 2025, duly heard the testimony of the petitioner and others in connection with the **Zoning Petition No. 4664**, of Jacob Clay on behalf of Anamite Solar, LLC, requesting a Special Use Permit in the F-Farming Zoning District to allow for the development of a commercial solar energy facility on property located approximately ½ mile west of Nesler Road, north of the C.C. & P.R.R. railroad tracks (PINs 05-23-400-018; 05-23-400-020; 05-23-400-013; 05-23-400-015; 05-23-400-012), in Plato Township.

A motion was made by Bill Wilson and seconded by Burt Natkins to recommend APPROVAL of Zoning Petition No. 4664, including the submittal documents listed in "Exhibit A" attached, with the following recommended Stipulations of Approval:

1. All panels in the Flood Fringe or adjacent to the Floodplain as defined by the Kane County Stormwater Ordinance will need to Flood Protected to 2 feet above the Base Flood Elevation. Determination of the Base Flood Elevation will be required.
2. Water Resources will require a stormwater permit for this development. All submittals must be prepared by Professional Engineer licensed in the State of Illinois.
3. An engineer's report will be required. Should the site introduce more than 25,000 sq ft of impervious area or more than 3 acres of disturbance, stormwater detention will be required. This impervious area is calculated cumulatively since 2002 for a site as per the Stormwater Ordinance. The Engineer's report must demonstrate that the peak flow for the site with the proposed development is not increased, stormwater detention may be required for the development to ensure this. Any required Stormwater Detention Management will require a viable outfall and may require off-site work.
4. Should the site introduce more than 5,000 sq ft of impervious, a BMP will be required for all impervious surfaces.
5. A calculation for disconnected impervious area, created by the panels, will be required. A Best Management Practice will be required to encourage infiltration of runoff within the site based on this calculation and drainage in the area.
6. The configuration of the solar panels shall be evaluated to identify any potential erosion concerns. Particular attention shall be given to erosion risks at the drip edges of the panels and in sloped areas. Appropriate best management practices must be implemented to mitigate these risks. BMPs may include, but are not limited to, pre-seeding or pre-vegetation of the site prior to panel installation to establish ground cover and reduce soil displacement.
7. A drain tile study will be required, including upstream and downstream tile systems that rely on the drain tiles within the site. Water Resources is looking for the protection of the tile system that is in place, including but not limited to replacement in kind and observation and cleanout structures.
8. Plantings within the development will not interfere with drain tiles. Planting plan should address the placement of vegetation and trees with long root systems that can interfere with tile systems and cause off site issues including surcharged drain tiles and blow outs of the drain tile systems.
9. Soil samples shall be taken every 5 years from the site and analyzed for physical, chemical, and biological properties to demonstrate the soil health within the solar installations.

10. 80% vegetative coverage for plantings will be a requirement for the site.
11. A Wetland Delineation will be required. The Wetland Delineation shall meet the requirements of the Ordinance as described in Article VII Section 9-169 Requirements for a Wetland Delineation. Any Wetland Impacts must be mitigated.
12. Floodplain, Wetland, Compensatory Storage, BMPs and Stormwater Management must be placed in a Conservation or Drainage Easement.
13. Vegetative screening consistent with the Kane County Zoning Ordinance shall be provided and shall include a continuous line of evergreen trees along the western side of the facility with a minimum planting height of 5 feet and a maximum separation distance of 15 feet on center.

KANE COUNTY ZONING BOARD OF APPEALS

Roll Call of the ZBA:

| | | | | | |
|---|---|---|---|---|---|
| 1. | Tracy Aris | (Aye) | Nay | Abstain | Not Present |
| 2. | Martell Armstrong | Aye | Nay | Abstain | (Not Present) |
| 3. | Mary Lake | (Aye) | Nay | Abstain | Not Present |
| 4. | Burt Natkins | (Aye) | Nay | Abstain | Not Present |
| 5. | David Schultz | (Aye) | Nay | Abstain | Not Present |
| 6. | Michael Stoffa | Aye | Nay | Abstain | (Not Present) |
| 7. | William Wilson | (Aye) | Nay | Abstain | Not Present |

The motion PASSED by a vote of 5 to 0 with 0 abstention(s) and 2 absent.

On this 5th day of August, 2025.

Kane County Government Center, Building A, 719 S. Batavia Ave., Geneva, IL

“Exhibit A”
Zoning Petition No. 4664 Submittal Documents

| Document | Meeting Date |
|---|---|
| 4664_0_Petitioner's Presentation_Anamite Solar (08-05-2025).pdf | 8/5/2025 7:00 PM |
| 4664_00_ZBA Petition Summary (08-05-2025).pdf | 8/5/2025 7:00 PM |
| 4664_00_ZBA Staff Presentation (08-05-2025).pdf | 8/5/2025 7:00 PM |
| 4664_01 Anamite Zoning Application (06-20-2025).pdf | 8/5/2025 7:00 PM |
| 4664_02 AnamiteSUP Standards Worksheet (06-20-2025).pdf | 8/5/2025 7:00 PM |
| 4664_03 Kane Anamite SUP Project Narrative (06-18-2025).pdf | 8/5/2025 7:00 PM |
| 4664_04 Anamite_Lease (09-17-2024).pdf | 8/5/2025 7:00 PM |
| 4664_05 Anamite ALTA (05-05-2025).pdf | 8/5/2025 7:00 PM |
| 4664_06 Manufacturers Spec Sheets (06-20-2025).pdf | 8/5/2025 7:00 PM |
| 4664_07 Anamite Noise Analysis (06-16-2025).pdf | 8/5/2025 7:00 PM |
| 4664_08 Anamite Decom Plan (June 2025).pdf | 8/5/2025 7:00 PM |
| 4664_09 Decommissioning bond form (06-20-2025).pdf | 8/5/2025 7:00 PM |
| 4664_13 Anamite Legal Description (06-20-2025).pdf | 8/5/2025 7:00 PM |
| 4664_15 Anamite Certification of Notice (06-20-2025).pdf | 8/5/2025 7:00 PM |
| 4664_16 Anamite Neighbor Letter (06-18-2025).pdf | 8/5/2025 7:00 PM |
| 4664_17-18-29-31 Anamite Zoning Site Plan (04-22-2025).pdf | 8/5/2025 7:00 PM |
| 4664_20 Anamite EcoCat (05-09-2025).pdf | 8/5/2025 7:00 PM |
| 4664_21 Anamite SHPO Review (06-12-25).pdf | 8/5/2025 7:00 PM |
| 4664_22 Anamite NRI Report (04-25-2025).pdf | 8/5/2025 7:00 PM |
| 4664_23 Anamite Solar_USFWS Review (05-30-2025).pdf | 8/5/2025 7:00 PM |
| 4664_25 Anamite Solar, LLC (Kane) AIMA (04-16-2025).pdf | 8/5/2025 7:00 PM |
| 4664_26 Plato Township Road Use Approval (06-19-2025).pdf | 8/5/2025 7:00 PM |
| 4664_27 KDOT Route Proposal Approval (06-20-2025).pdf | 8/5/2025 7:00 PM |
| 4664_28 Anamite_IL SE Certification (06-19-2025).pdf | 8/5/2025 7:00 PM |
| 4664_30 Anamite Level 1 Wetland Delineation (06-03-2025).pdf | 8/5/2025 7:00 PM |
| 4664_32 Preliminary Drain Tile Exhibit (04-22-2025).pdf | 8/5/2025 7:00 PM |
| 4664_33 Anamite Stormwater Report (06-13-2025).pdf | 8/5/2025 7:00 PM |
| 4664_34 Property Value Solar Impact Report (03-06-2023).pdf | 8/5/2025 7:00 PM |
| 4664_35_Addendum 1 Alex R. Jayne Revocable Trust (Rcvd. 08-04-2025).pdf | 8/5/2025 7:00 PM |
| 4664_36_Addendum 2 Anamite Solar Contact Sheet (Rcvd. 08-04-2025).pdf | 8/5/2025 7:00 PM |
| 4664_37_Addendum 3 Anamite Solar Lease Assignment (Rcvd. 08-04-2025).pdf | 8/5/2025 7:00 PM |
| 4664_38_Addendum 4 Avoidance of Protected Lands (Rcvd. 08-04-2025).pdf | 8/5/2025 7:00 PM |
| 4664_39_Addendum 5 USACE Reasoning Letter (08-04-2025).pdf | 8/5/2025 7:00 PM |

STATE OF ILLINOIS
COUNTY OF KANE

**PETITION NO. 4664**
ORDINANCE AMENDING THE
ZONING ORDINANCE OF KANE COUNTY, ILLINOIS

BE IT ORDAINED by the County Board of Kane County, Illinois, as follows:

1) That a Special Use Permit for a Commercial Solar Energy Facility be granted on the following described property:

PARCEL 1: (05-23-400-018; 05-23-400-020; 05-23-400-013; 05-23-400-015)
THE PART OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 7 EAST OF THETHIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAIDSOUTHEAST QUARTER, AS SHOWN ON THE PLAT OF OAK RIDGE FARM SUBDIVISION PER DOCUMENT NO.94K021979; THENCE EASTERLY, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 700.68 FEET FOR APOINT OF BEGINNING; THENCE CONTINUING EASTERLY, ALONG SAID NORTH LINE, 917.43 FEET; THENCESOUTHERLY, AT AN ANGLE OF 90°48'43", MEASURED COUNTER CLOCKWISE FROM SAID NORTH LINE, 2320.63 FEET,THENCE WESTERLY, AT AN ANGLE OF 89°48'58", MEASURED COUNTERCLOCKWISE FROM THE LASTDESCRIBED COURSE, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 270.05 FEET;THENCE SOUTHERLY, AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, 245.37 FEET, THENCE EASTERLY,AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, PARALLEL WITH SAID SOUTH LINE 1249.14 FEET TO SAIDEAST LINE; THENCE SOUTHERLY, AT AN ANGLE OF 90°17'40", MEASURED COUNTERCLOCKWISE FROM THELAST DESCRIBED COURSE, ALONG SAID EAST LINE, 100.0 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE WESTERLY, AT AN ANGLE OF 89°49', MEASURED COUNTERCLOCKWISEFROM THE LAST DESCRIBED COURSE, ALONG SAID SOUTH LINE, 1461.32 FEET TO THE NORTHEASTERLYRIGHT OF WAY LINE OF COMMONWEALTH EDISON PROPERTY; THENCE NORTHWESTERLY, AT AN ANGLE OF155°13'54", MEASURED COUNTERCLOCKWISE FROM SAID SOUTH LINE, ALONG SAID NORTHEASTERLY RIGHTOF WAY LINE, 479.25 FEET; THENCE NORTHERLY, AT AN ANGLE OF 114°57'08", MEASUREDCOUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 2475.28 FEET TO THE POINT OF BEGINNING, ALL IN PLATO TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL 2: (05-23-400-012)
THAT PART OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 7 EAST OF THETHIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAIDSOUTHEAST QUARTER, AS SHOWN ON THE PLAT OF OAK RIDGE FARM SUBDIVISION PER DOCUMENT NO.94K021979; THENCE EASTERLY, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 1618.11 FEET;THENCE SOUTHERLY, AT AN ANGLE OF 90°48'43", MEASURED CLOCKWISE FROM SAID NORTH LINE, 2320.63FEET FOR A POINT OF BEGINNING, THENCE WESTERLY, AT AN ANGLE OF 89°48'58", MEASUREDCOUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, PARALLEL WITH THE SOUTH LINE OF SAIDSOUTHEAST QUARTER, 270.05 FEET; THENCE SOUTHERLY, AT RIGHT ANGLE TO THE LAST DESCRIBEDCOURSE, 245.37 FEET; THENCE EASTERLY, AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, PARALLELWITH SAID SOUTH LINE, 270.84 FEET; THENCE NORTHERLY, AT AN ANGLE OF 89°48'58", MEASUREDCLOCKWISE FROM THE LAST DESCRIBED COURSE, 245.37 FEET TO THE POINT OF BEGINNING, ALL IN PLATOTOWNSHIP, KANE COUNTY, ILLINOIS.

2) That the Special Use Permit be granted subject to the following stipulations:

1. All panels in the Flood Fringe or adjacent to the Floodplain as defined by the Kane County Stormwater Ordinance will need to Flood Protected to 2 feet above the Base Flood Elevation. Determination of the Base Flood Elevation will be required.
2. Water Resources will require a stormwater permit for this development. All submittals must be prepared by Professional Engineer licensed in the State of Illinois.
3. An engineer's report will be required. Should the site introduce more than 25,000 sq ft of impervious area or more than 3 acres of disturbance, stormwater detention will be required. This impervious area is calculated cumulatively since 2002 for a site as per the Stormwater Ordinance. The Engineer's report must demonstrate that the peak flow for the site with the proposed development is not increased, stormwater detention may be required for the development to ensure this. Any required Stormwater Detention Management will require a viable outfall and may require off-site work.
4. Should the site introduce more than 5,000 sq ft of impervious, a BMP will be required for all impervious surfaces.
5. A calculation for disconnected impervious area, created by the panels, will be required. A Best Management Practice will be required to encourage infiltration of runoff within the site based on this calculation and drainage in the area.
6. The configuration of the solar panels shall be evaluated to identify any potential erosion concerns. Particular attention shall be given to erosion risks at the drip edges of the panels and in sloped areas. Appropriate best management practices must be implemented to mitigate these risks. BMPs may include, but are not limited to, pre-seeding or pre-vegetation of the site prior to panel installation to establish ground cover and reduce soil displacement.
7. A drain tile study will be required, including upstream and downstream tile systems that rely on the drain tiles within the site. Water Resources is looking for the protection of the tile system that is in place, including but not limited to replacement in kind and observation and cleanout structures.
8. Plantings within the development will not interfere with drain tiles. Planting plan should address the placement of vegetation and trees with long root systems that can interfere with tile systems and cause off site issues including surcharged drain tiles and blow outs of the drain tile systems.
9. Soil samples shall be taken every 5 years from the site and analyzed for physical, chemical, and biological properties to demonstrate the soil health within the solar installations.
10. 80% vegetative coverage for plantings will be a requirement for the site.
11. A Wetland Delineation will be required. The Wetland Delineation shall meet the requirements of the Ordinance as described in Article VII Section 9-169 Requirements for a Wetland Delineation. Any Wetland Impacts must be mitigated.
12. Floodplain, Wetland, Compensatory Storage, BMPs and Stormwater Management must be placed in a Conservation or Drainage Easement.
13. Vegetative screening consistent with the Kane County Zoning Ordinance shall be provided and shall include a continuous line of evergreen trees along the western side of the facility with a minimum planting height of 5 feet and a maximum separation distance of 15 feet on center.

3) That the zoning maps of Kane County, Illinois be amended accordingly.

4) This ordinance shall be in full force and effect from and after its passage and approved as provided by law.

Passed by the Kane County Board on September 9, 2025

| | |
|---|---|
| _____ | _____ |
| John A. Cunningham | Corinne Pierog |
| Clerk, County Board | Chairman, County Board |
| Kane County, Illinois | Kane County, Illinois |
| Vote: | |

# Zoning Petition No. 4664

## Anamite Solar

**Kane County Board Meeting**

**Tuesday, September 9, 2025**

KANE COUNTY, ILLINOIS

ESTABLISHED JANUARY 16, 1836

# Petition Summary

**Applicant**

Anamite Solar, LLC

**Property Owner**

Alex R. Jayne and Linda Jayne, Co-Trustees of the Alex R Jayne Trust

**Action Requested**

A Special Use Permit in the F-Farming Zoning District to allow for the development of a Commercial Solar Energy Facility.

**Subject Property**

Approximately 19 acres located in Plato Township approximately ½ mile west of Nesler Road, north of the C.C. & P.R.R. railroad tracks (PINs 05-23-400-018; 05-23-400-020; 05-23-400-013; 05-23-400-015; 05-23-400-012).

**Application**

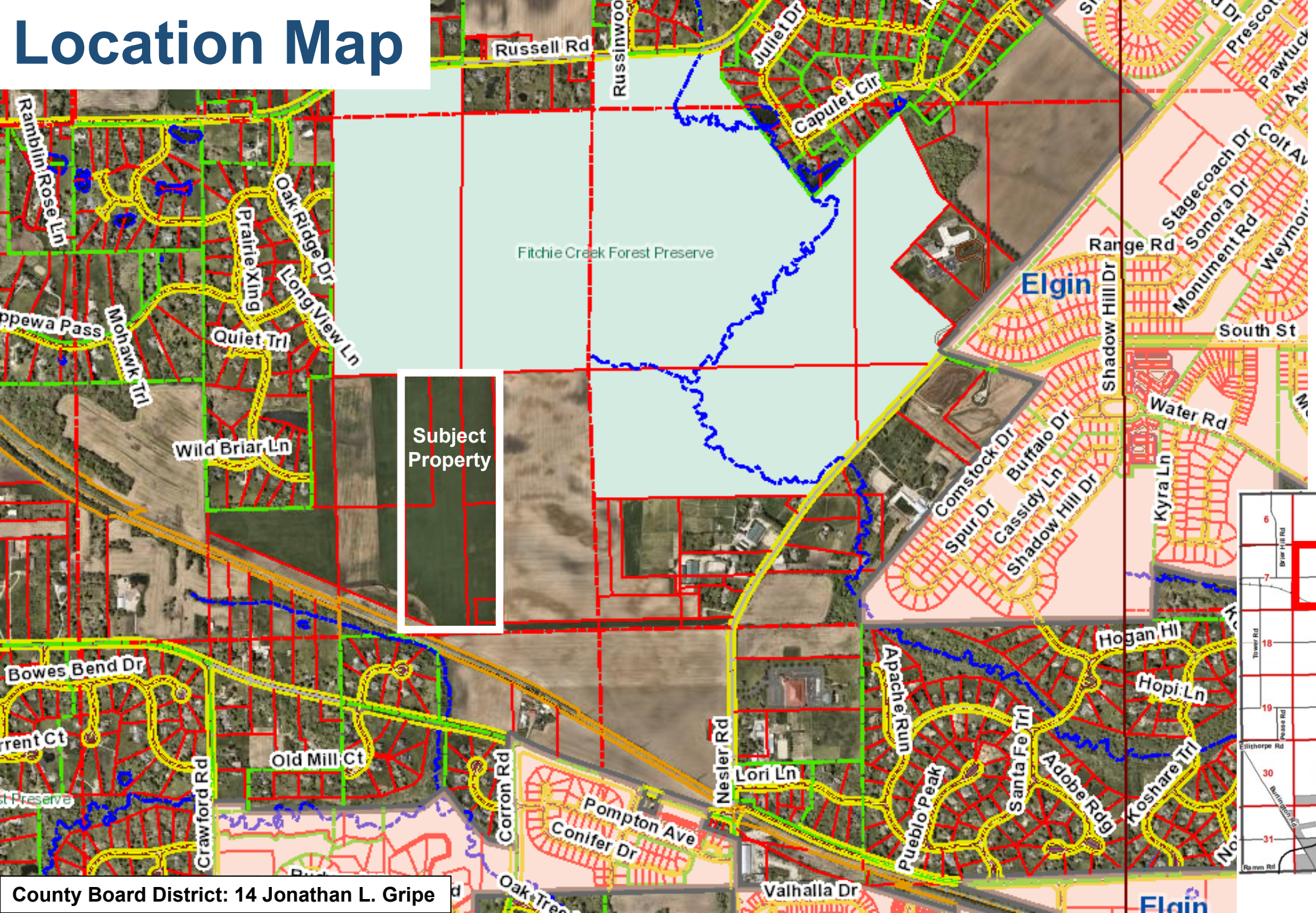
An application was received by the County on June 20, 2025; application documents for Petition 4664 are available for review on the Pending Zoning Petitions page of Kane County's website.

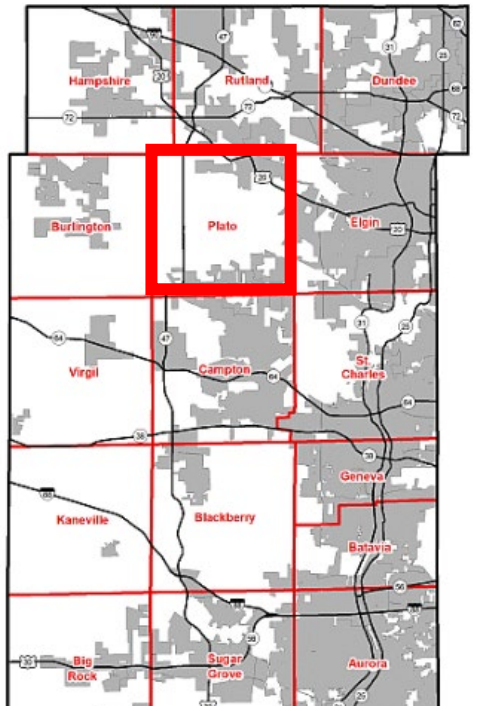
**Notice**

A Notice Letter was sent to all adjacent property owners within 250' of the subject property on July 17, 2025. Notice was published in the Daily Herald newspaper on July 19, 2025. And, a public hearing sign was posted on the subject property on July 17, 2025.

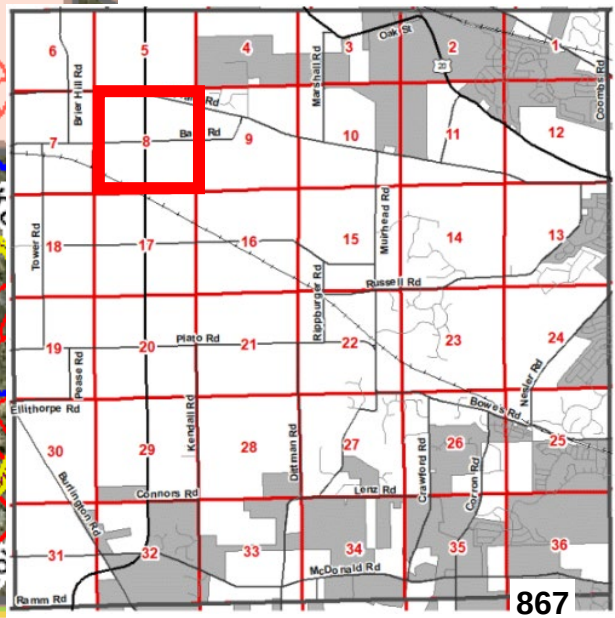
In addition to adjacent property owners, notice of this Petition was also sent to Kane County staff, Plato Township Highway Commissioner and Township Supervisor, City of Elgin City Administrator & Community Development Director, KDOT, School District 301, and the Pingree Grove & Countryside Fire Protection District.

# Location Map



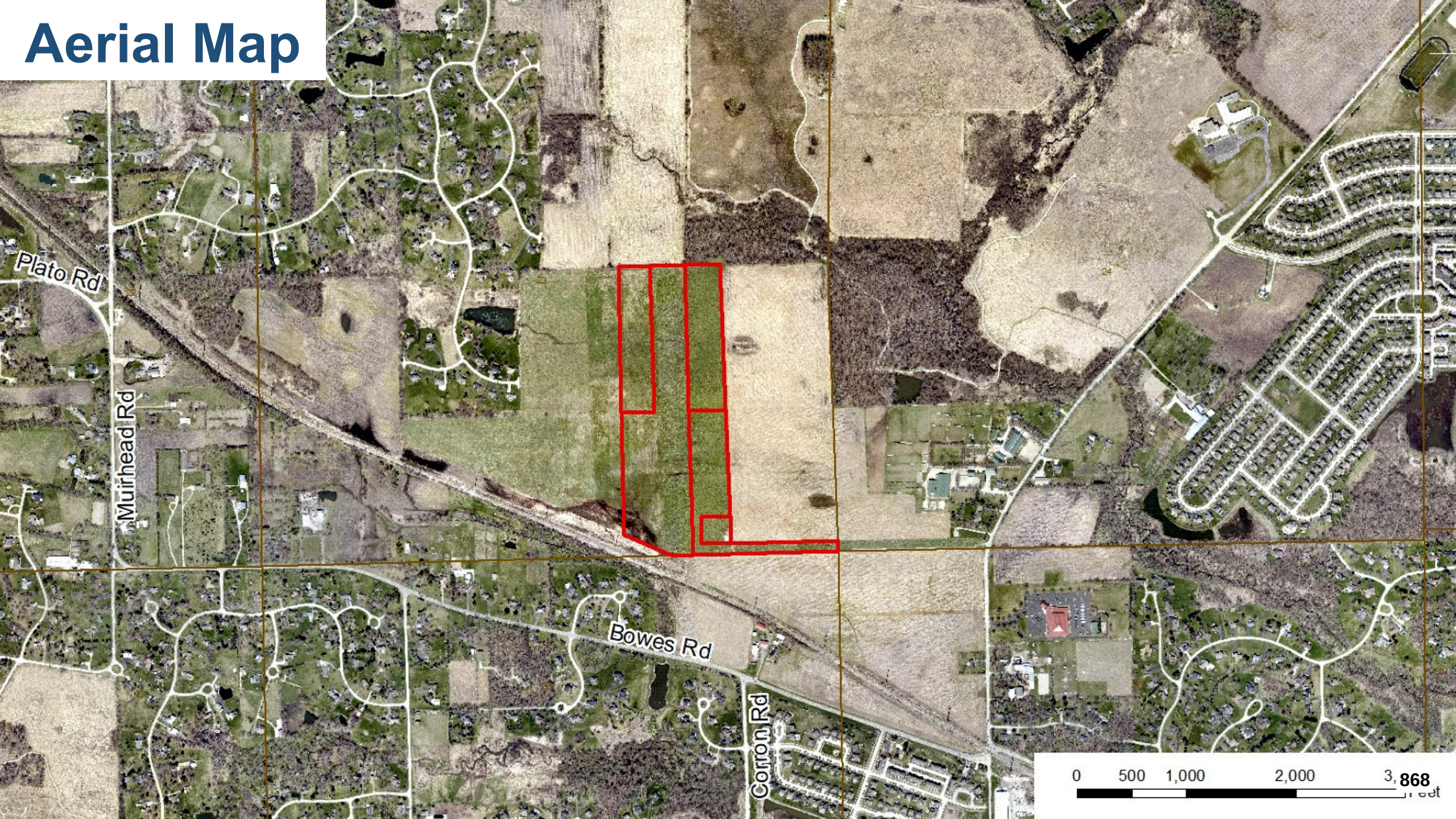

Kane County – Plato TWP



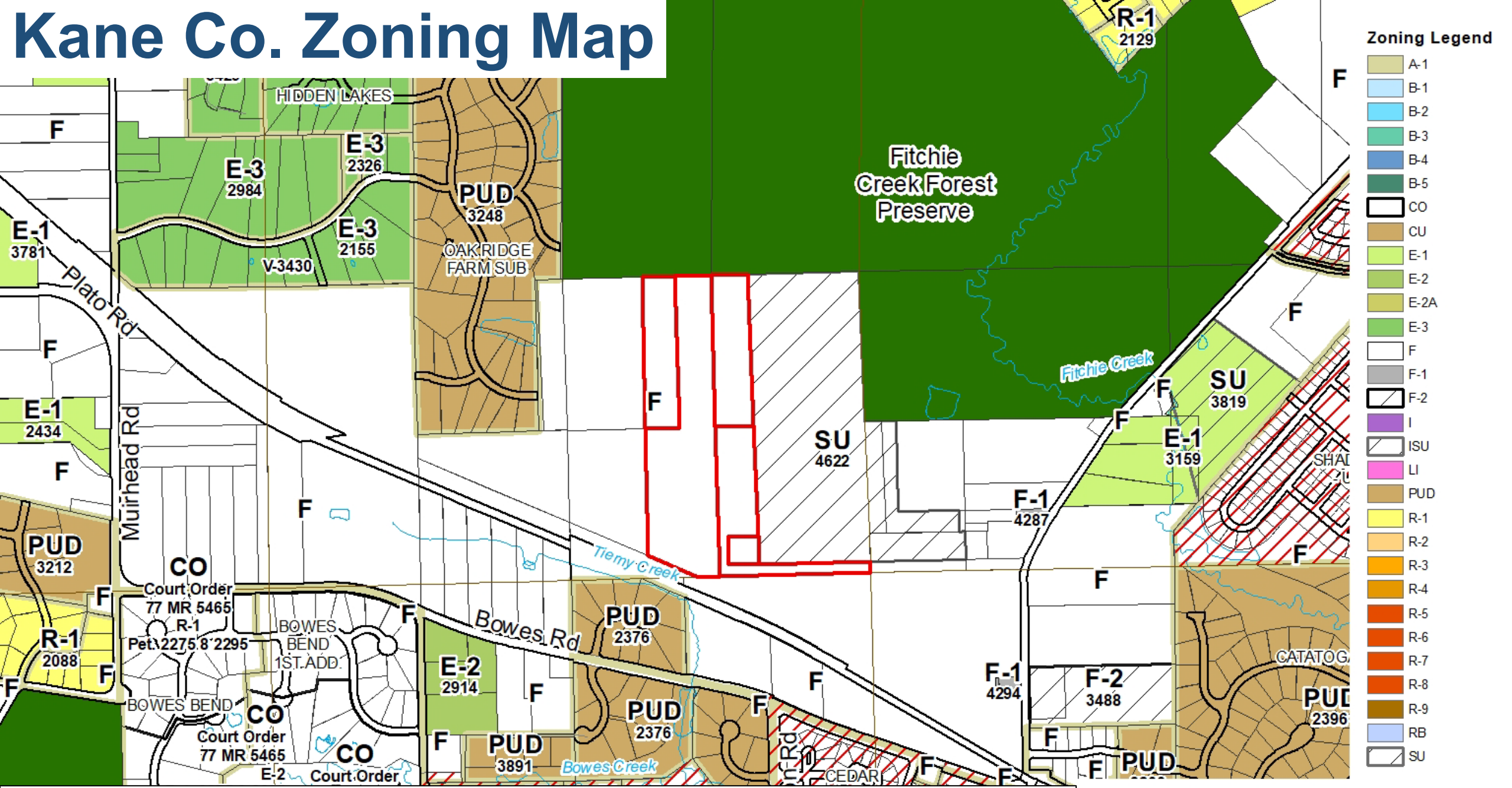

Plato TWP – Section 8

County Board District: 14 Jonathan L. Gripe

# Aerial Map


Plato Rd
Muirhead Rd
Bowes Rd
Corron Rd
0
500
1,000
2,000
3,868
Feet

# Kane Co. Zoning Map




The subject property is currently zoned F-Farming District. Section 25-8-1-2 of the Kane County Zoning Ordinance provides that "Solar Utility" is a Special Use in the F-Farming District.

# 2040 Conceptual Land Use Strategy

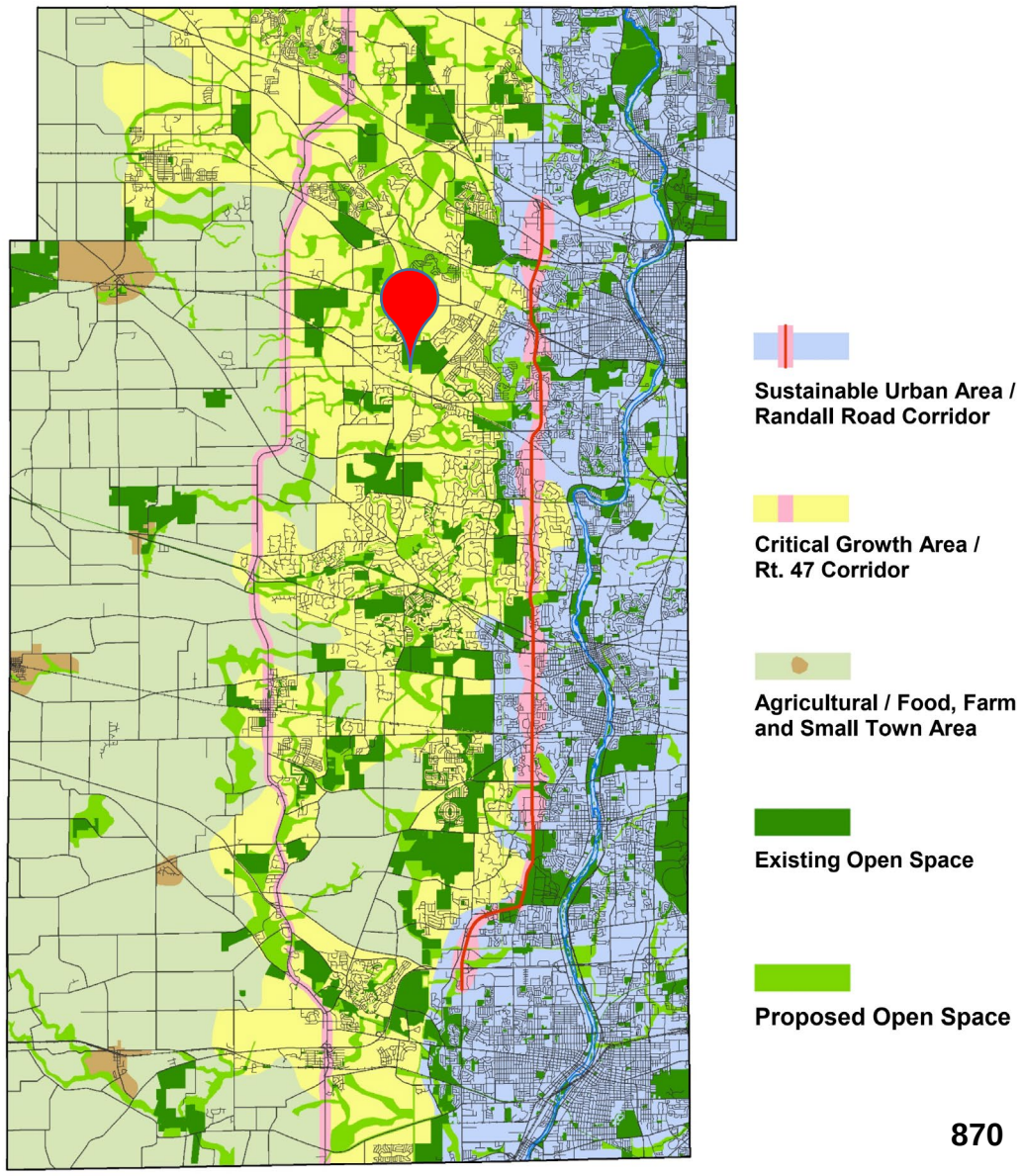
Nesler Road - Plato Twp. – Petition #4664

Land Use Strategy Area:
**Critical Growth Area / Rt. 47 Corridor**

Core Themes

1. The Critical Growth Area continues to be where Kane County and the fast growing municipalities of the past two decades face the greatest challenges to sensible, managed growth
2. The Critical Growth Area is characterized by diversity and mix of planned municipal development, expanded transportation opportunities, additional open space initiatives, natural resource driven decision-making and healthy living

**The Conceptual Land Use Strategy Map:**
A general land use map that divides the county into 3 major geographic corridors, each with unique land resources, development patterns, and planning opportunities.



# 2040 Land Use Analysis

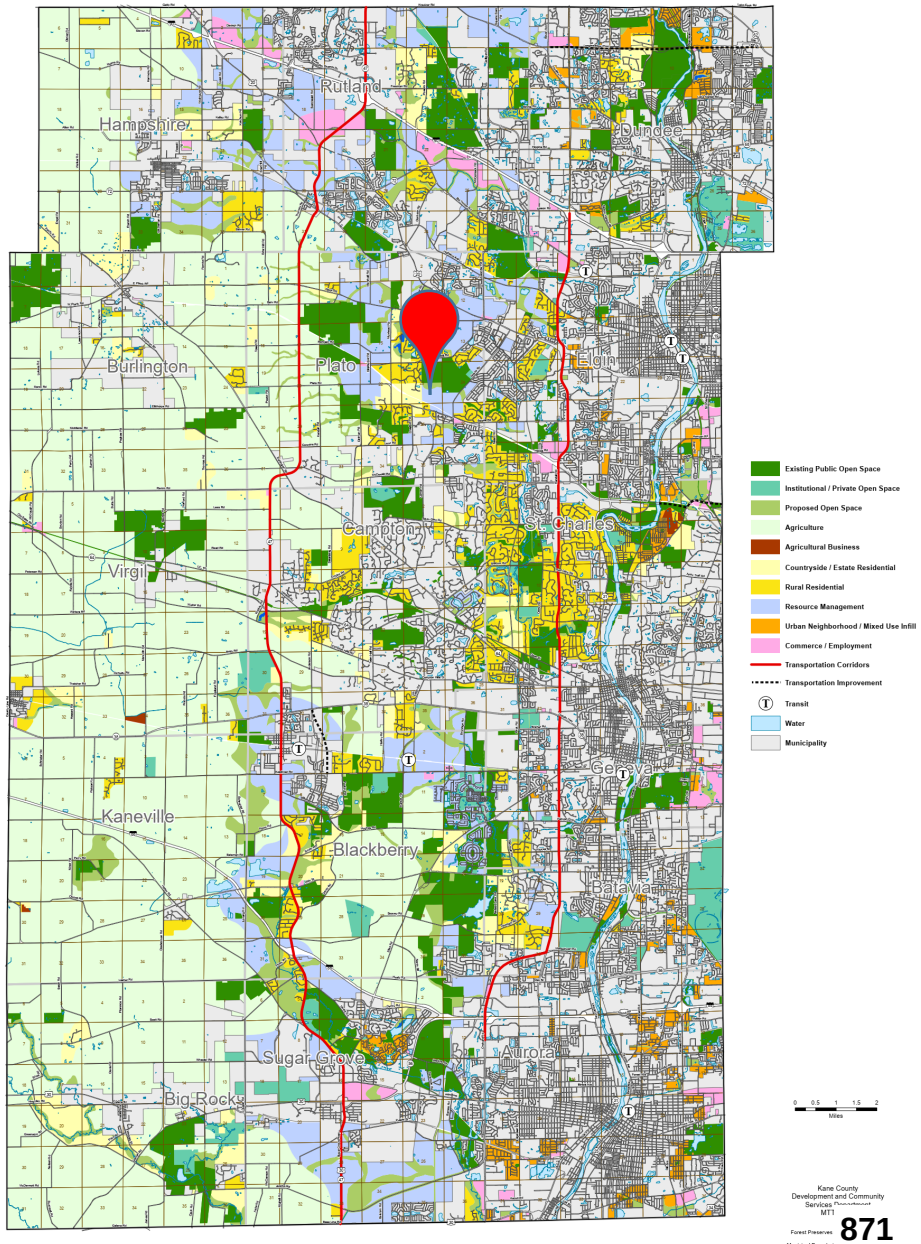
Nesler Road - Plato Twp. – Petition #4664

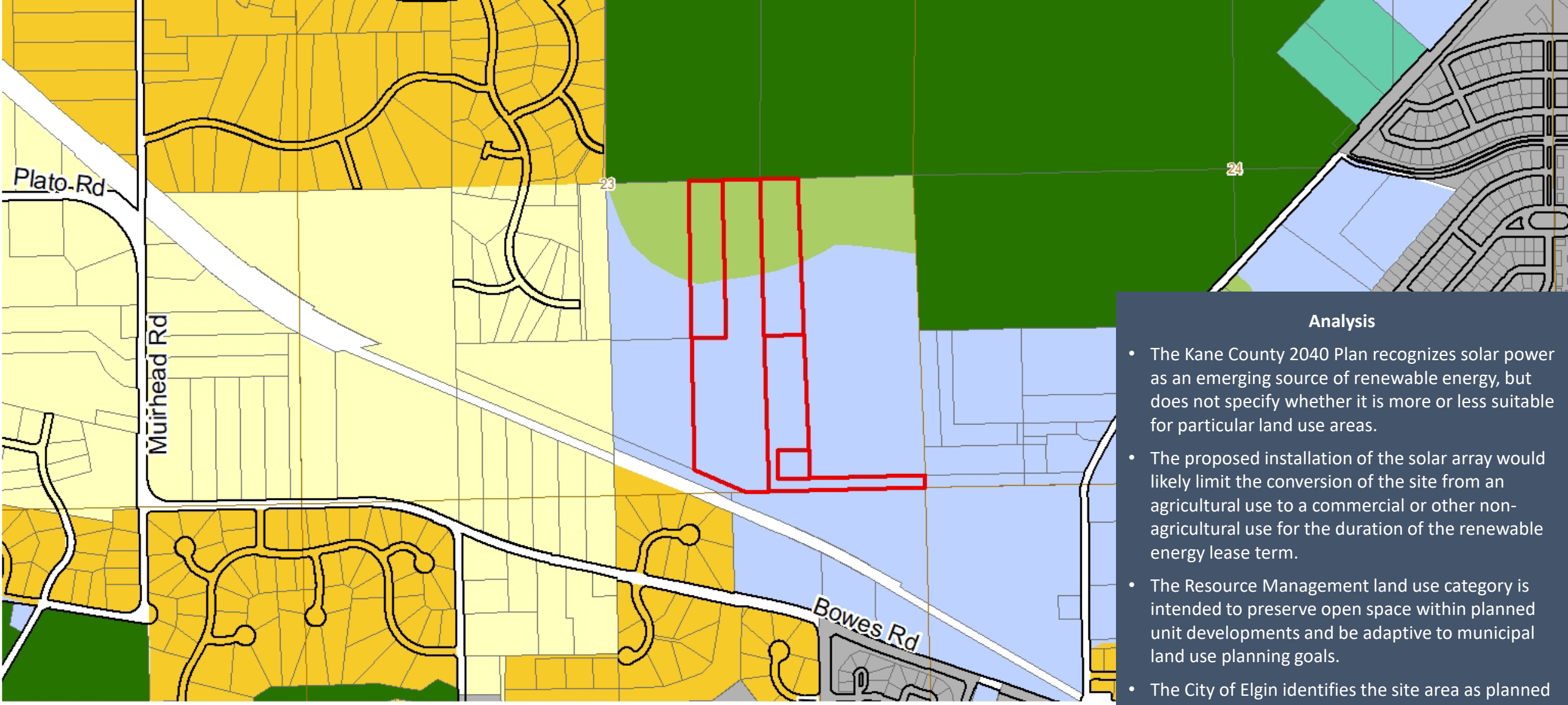
## 2040 Planned Use: **Resource Management**

### Characteristics of Areas Planned for **Resource Management**

- Resource Management is a land use category that supports municipal and County compact, mixed use growth opportunities while emphasizing wise management of land and water resources
- Applies primarily to land within the Critical Growth Area
- Much of the growth in the Resource Management category will be the result of municipal annexations and land use decisions and, to a lesser extent, approval by the County as unincorporated development

2040 LAND USE






**Analysis**

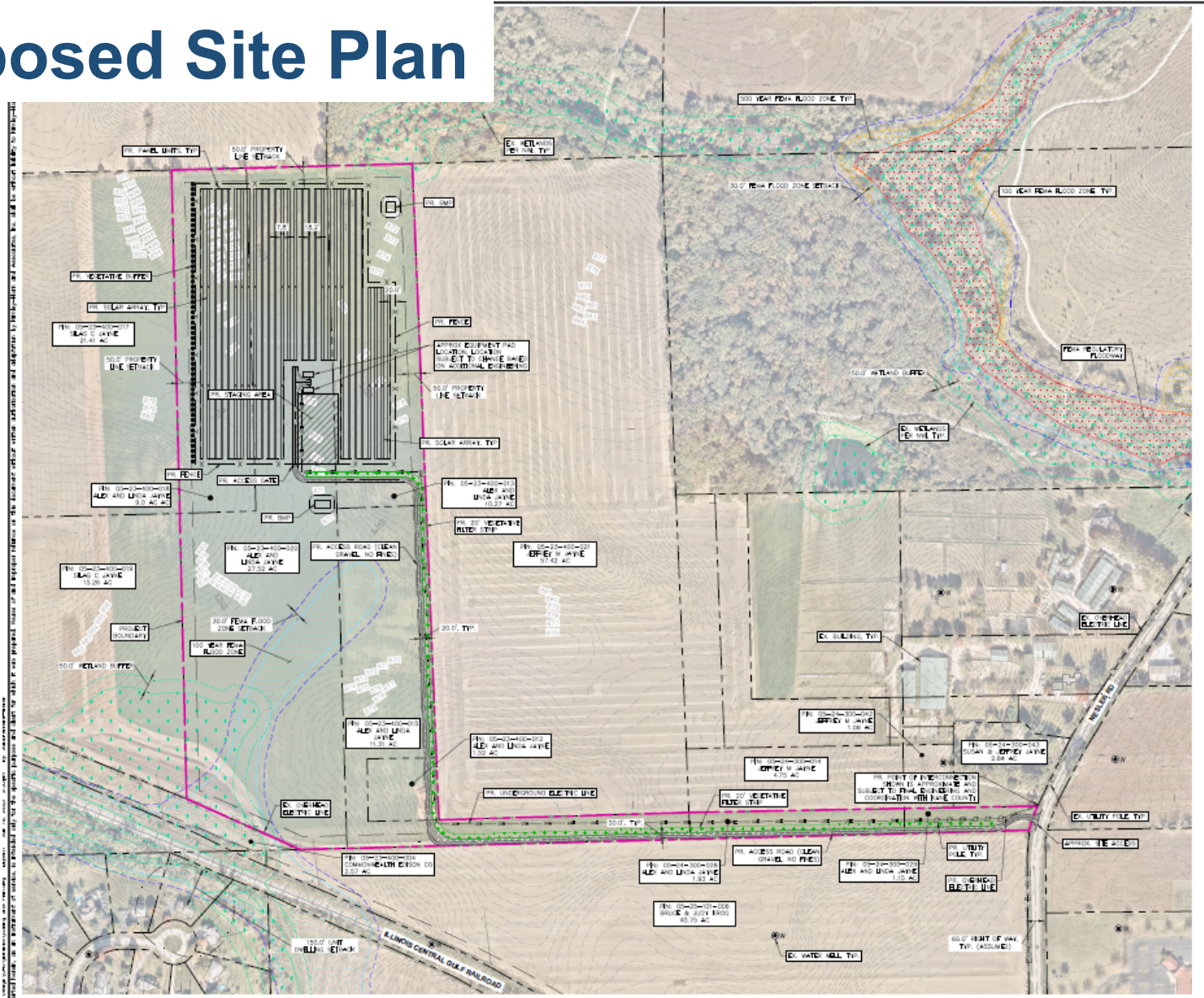
- The Kane County 2040 Plan recognizes solar power as an emerging source of renewable energy, but does not specify whether it is more or less suitable for particular land use areas.
- The proposed installation of the solar array would likely limit the conversion of the site from an agricultural use to a commercial or other non-agricultural use for the duration of the renewable energy lease term.
- The Resource Management land use category is intended to preserve open space within planned unit developments and be adaptive to municipal land use planning goals.
- The City of Elgin identifies the site area as planned for a combination of Single Family Detached, Neighborhood Commercial, and Transition Residential within its extraterritorial land use planning jurisdiction.

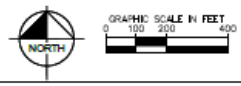
**2040 Land Use**

- Agricultural Business
- Agriculture
- Commerce / Employment
- Countryside / Estate Residential
- Proposed Open Space
- Resource Management
- Existing Public Open Space
- Institutional / Private Open Space
- Rural Residential
- Urban Neighborhood / Mixed Use Infill
- Water
- Municipalities

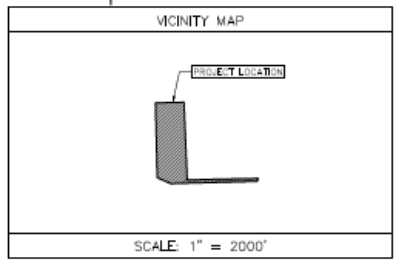
0 500 1,000 2,000 3,0

# Proposed Site Plan




VICINITY MAP




SCALE: 1" = 2000'

## LEGEND

| | |
|---|---|
| ROAD LABEL | NESLER RD |
| EX. ROAD CENTERLINE (TRACED PER AERIAL) | |
| PROJECT BOUNDARY (PER KMZ FILE PROVIDED BY CULTIVATE ON 04/01/2025) | |
| PROPERTY LINE (TRACED PER KANE COUNTY GIS) | |
| EX. RIGHT OF WAY (ASSUMED BASED ON KANE COUNTY CODE OF ORDINANCES) | R/W R/W |
| PROPERTY LINE/RIGHT-OF-WAY SETBACK (PER THE KANE COUNTY SOLAR ORDINANCE) | |
| EX. RESIDENCE/STRUCTURE (TRACED PER AERIAL) | |
| EX. OCCUPIED STRUCTURE SETBACK (PER THE KANE COUNTY SOLAR ORDINANCE) | |
| EX. RAILROAD (TRACED PER AERIAL) | |
| EX. OVERHEAD ELECTRIC (TRACED PER AERIAL) | EX. OHE |
| EX. UTILITY POLE (TRACED PER AERIAL) | |
| EX. WELL (PER ISGS) | W |
| FEMA 100 YEAR STORM FLOOD ZONE (EFFECTIVE 12/03/2009) | |
| FEMA 500 YEAR STORM FLOOD ZONE (EFFECTIVE 12/03/2009) | |
| FEMA REGULATORY FLOODWAY (EFFECTIVE 12/03/2009) | |
| FEMA FLOOD ZONE SETBACK (ASSUMED) | |
| EX. WETLAND (DOWNLOADED PER NWI ON 04/16/2025) | |
| WETLAND BUFFER (PER KANE COUNTY STORMWATER ORDINANCE) | |
| EX. CONTOURS | XXX |
| EX. FLOW DIRECTION AND SLOPE | XXX |
| PR. FENCE | X X X |
| PR. ACCESS ROAD (CLEAN GRAVEL, NO FINES) | |
| PR. SOLAR TRACKER | |
| PR. PANEL LIMITS | |
| PR. STAGING AREA | |
| PR. EQUIPMENT PAD | |
| PR. OVERHEAD ELECTRIC | OHE |
| PR. UNDERGROUND ELECTRIC | UGE UGE UGE |
| PR. UTILITY POLE | |
| PR. VEGETATIVE FILTER STRIP | |
| PR. SMP | |
| PR. VEGETATIVE BUFFER | |

## NOTES

1. THE PURPOSE OF THIS PLAN IS FOR SPECIAL USE PERMIT REVIEW AND APPROVAL BY KANE COUNTY TO CONSTRUCT A SOLAR ENERGY SYSTEM.
2. THIS PLAN WAS PRODUCED UTILIZING GIS RESOURCES AND INFORMATION FROM MULTIPLE SOURCES, INCLUDING KANE COUNTY, GOOGLE EARTH, AND USGS TOPOGRAPHIC INFORMATION.
3. THE SUBJECT PROPERTY DOES LIE WITHIN A SPECIAL FLOOD HAZARD AS SHOWN ON THE FLOOD INSURANCE RATE MAP (FIRM) 17089C0140J PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).
4. THE LOCATIONS OF PROPOSED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO: FENCING, SOLAR ARRAY RACKING, INVERTER/TRANSFORMER PADS, OVERHEAD POLES AND LINES, ETC., SHOWN ON THIS PLAN ARE APPROXIMATE AND ARE SUBJECT TO MODIFICATION DUE TO SITE CONDITIONS, ADDITIONAL PERMITTING REQUIREMENTS, EQUIPMENT SPECIFICATIONS, AND/OR OTHER CONSTRAINTS DURING FINAL ENGINEERING.
5. STORMWATER MANAGEMENT FACILITIES TO BE PROVIDED AS REQUIRED BY COUNTY AND/OR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMITTING REQUIREMENTS TO BE DETERMINED DURING FINAL ENGINEERING.
6. A SOIL EROSION AND SEDIMENT CONTROL PLAN THAT MEETS THE LATEST STANDARDS WILL BE PROVIDED TO THE COUNTY DURING FINAL ENGINEERING.
7. SETBACKS SHOWN ON THIS PLAN ARE BASED ON THE KANE COUNTY SOLAR ORDINANCE.
8. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE TO PROVIDE SIGNS, BARRICADES, WARNING LIGHTS, GUARD RAILS, AND EARTHEN BERMS AS NECESSARY WHEN CONSTRUCTION ENDANGERS OTHER VEHICULAR OR PEDESTRIAN TRAFFIC. THESE DEVICES SHALL REMAIN IN PLACE UNTIL TRAFFIC MAY PROCEED NORMALLY AGAIN.
9. SOLAR PANELS SHALL NOT EXCEED 20 FEET IN HEIGHT WHEN ORIENTED AT MAXIMUM TILT ACCORDING TO THE KANE COUNTY SOLAR ORDINANCE.

## SITE DATA TABLE

| | |
|---|---|
| PIN (S): | 05-23-400-012, 05-23-400-013, 05-23-400-015, 05-23-400-018, 05-23-400-020, 05-24-300-008, 05-24-300-009 |
| PROPERTY OWNER | ALEX & LINDA JAYNE |
| SITE ADDRESS | NESLER RD, ELGIN, IL 60124 |
| ZONING JURISDICTION | KANE COUNTY, UNINCORPORATED |
| CURRENT LAND USE | FARM LAND |
| PROPOSED LAND USE | COMMERCIAL SOLAR ENERGY FACILITY |
| PROJECT BOUNDARY AREA | 62.9 ± AC |
| AREA WITHIN FENCE | 18.8 ± AC |
| PRELIMINARY SOLAR AREA | 14.9 ± AC |
| ADJACENT PROPERTY LINE SETBACK | 50' |
| DWELLING UNIT SETBACK | 150' |
| MMDC/MWAC | 4.1/2.7 |
| NUMBER OF MODULES | 6,776 |
| GCR | 30% |

CULTIVATE POWER

Kimley»Horn

PRELIMINARY NOT FOR CONSTRUCTION

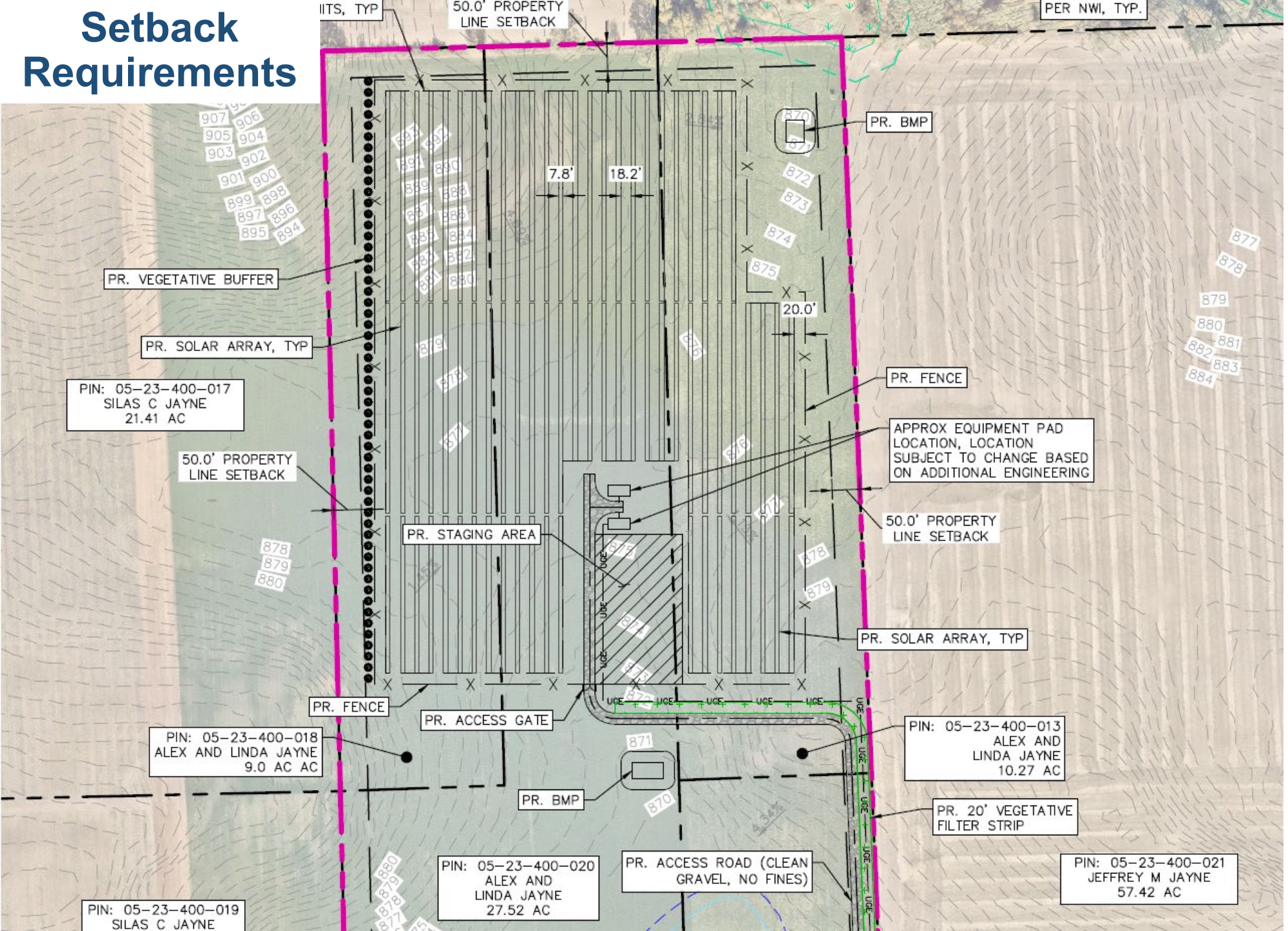
ZONING SITE PLAN

ANAMITE SOLAR, LLC

KANE COUNTY, IL

SHEET NUMBER EX-1

# Setback Requirements



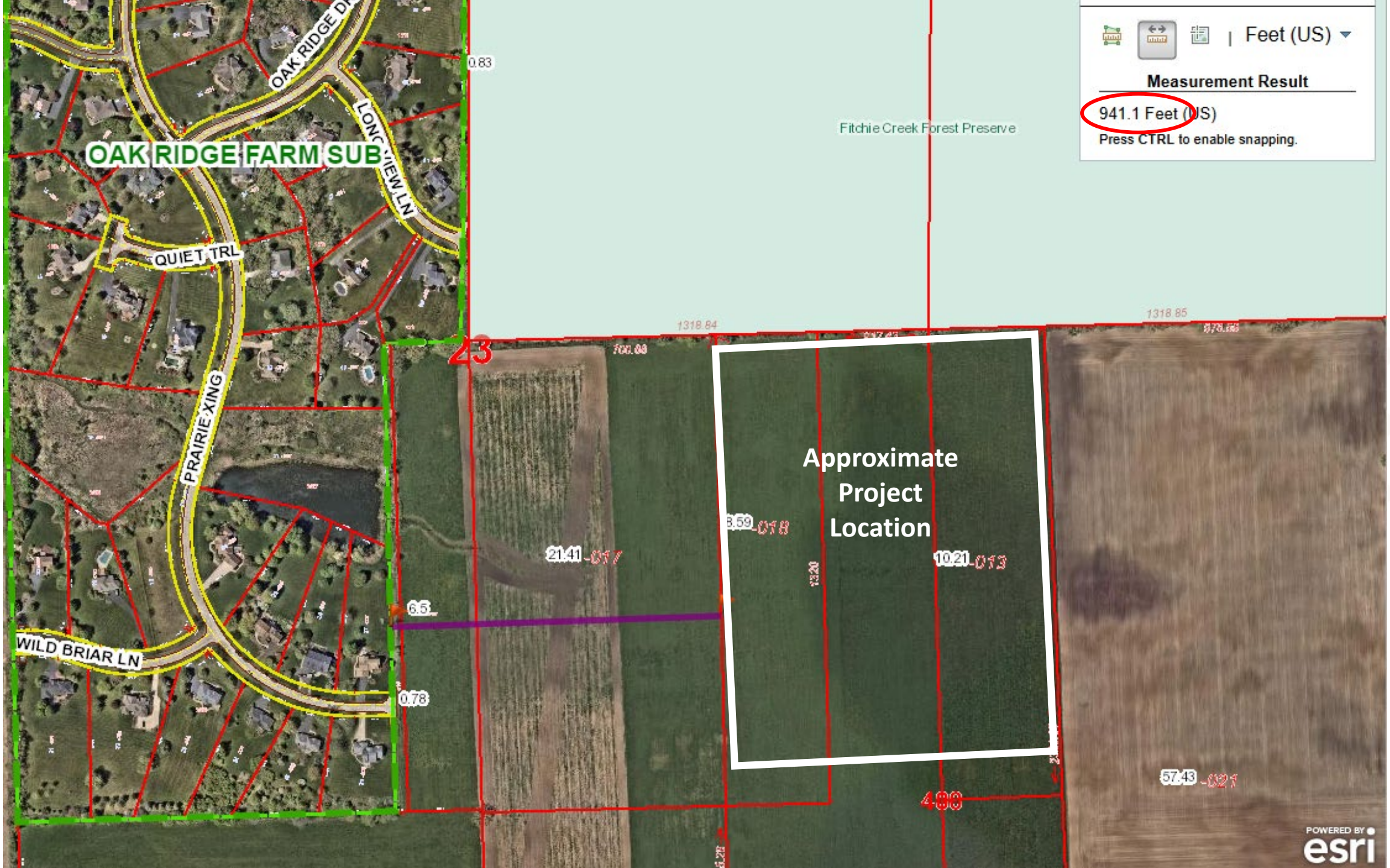

The Commercial Solar Energy Facility shall be sited as follows, with **setback distances** measured from the nearest edge of any component of the facility:

1) Occupied Community Buildings and Dwellings on Nonparticipating Properties: one hundred fifty **(150)** feet to the nearest point on the outside wall of the structure.

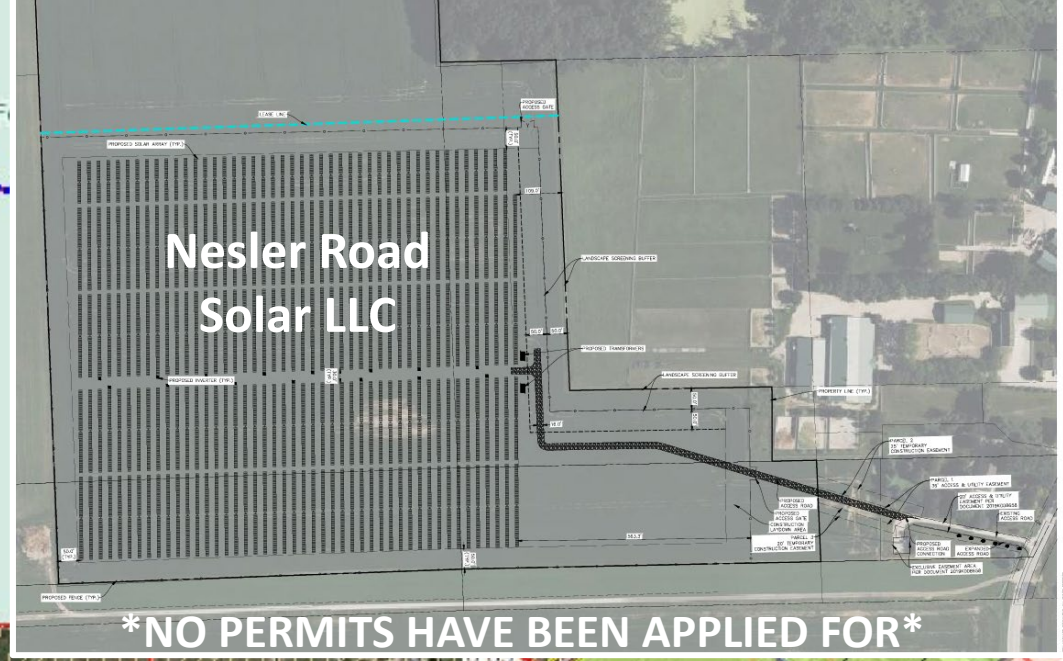
2) Boundary Lines of Participating Property: **None**.

3) Boundary Lines of Nonparticipating Property: fifty **(50)** feet to the nearest point on the property line of the nonparticipating property.

4) Public Road Rights-of-Way: fifty **(50)** feet to the nearest edge of the public road right-of-way.


OAK RIDGE FARM SUB
OAK RIDGE DR
LONGVIEW LN
QUIET TRL
PRAIRIE XING
WILD BRIAR LN
Fitchie Creek Forest Preserve
Approximate Project Location
Feet (US)
Measurement Result
941.1 Feet (US)
Press CTRL to enable snapping.
POWERED BY esri

# ZP #4622 “Nesler Road Solar LLC”




Anamite Solar

Nesler Road Solar LLC

PUD 3248

SU 4622

E-2 2914

PUD 2396

F

BOWES RD

HEATHERINGTON PL

D BRIAR LN

NESLER RD

COMSTOCK

APACHE RUN

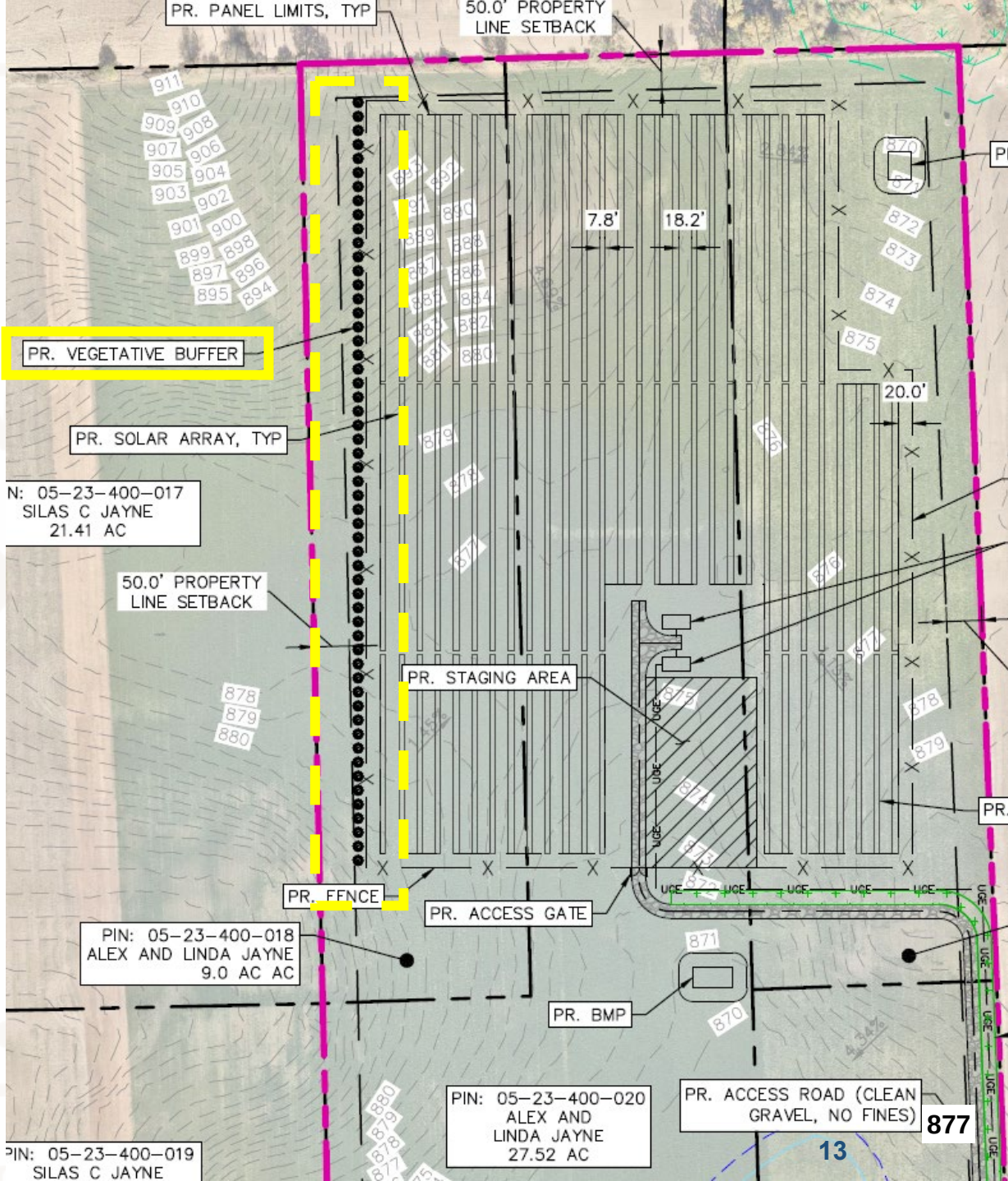
HOGAN HL



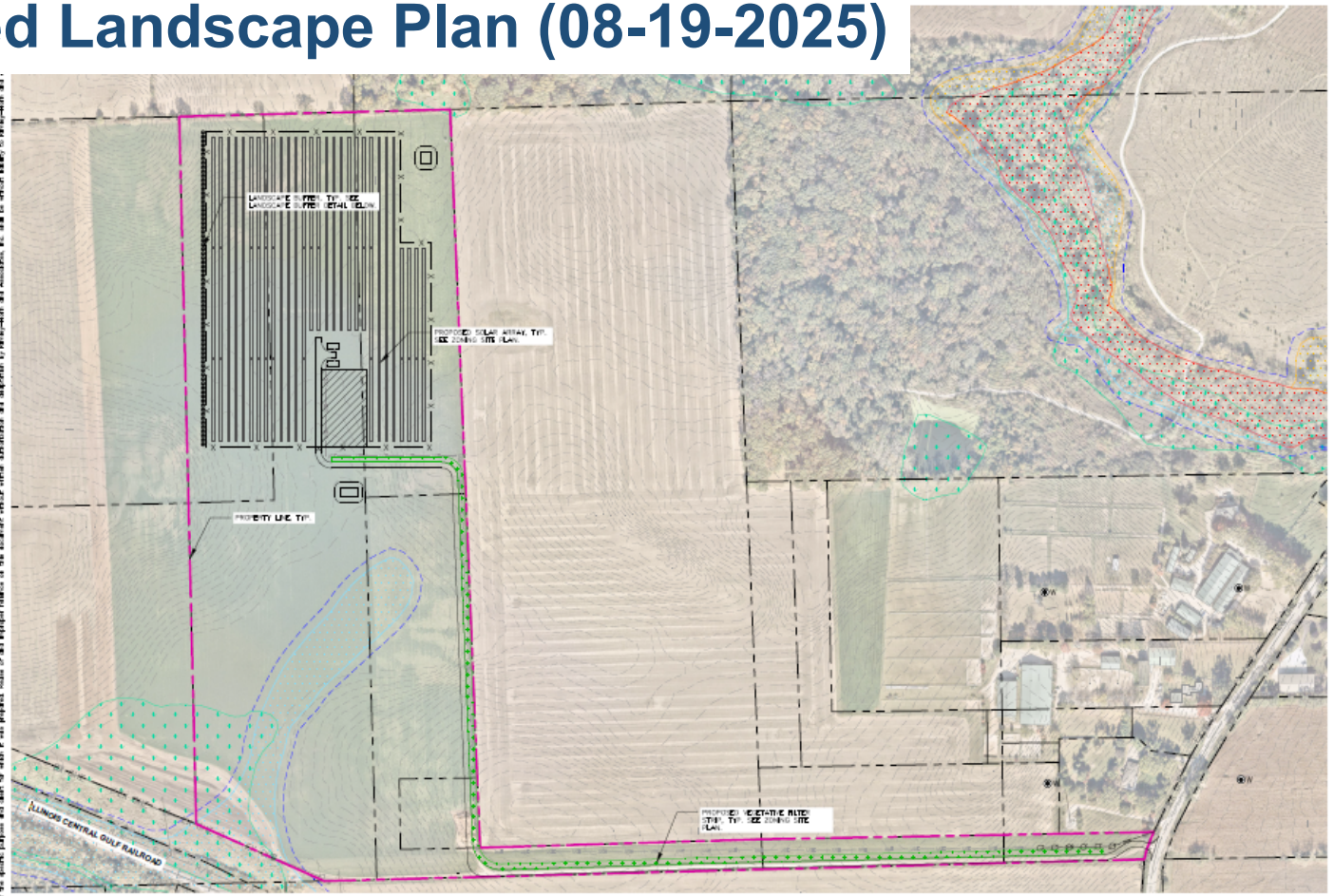
876

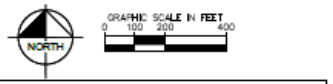
# Landscaping/Vegetation

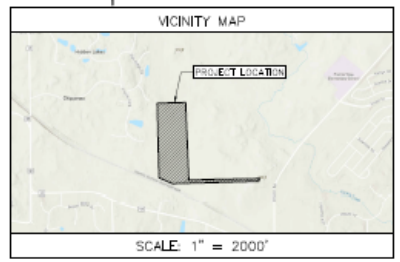
- A vegetative screen shall be provided for any part of the Commercial Solar Energy Facility that is visible to Non-participating Residence(s).
- The landscaping screen shall be located between the required fencing and the property line of the participating parcel upon which the facility sits.
- The vegetative screening shall include a continuous line of native evergreen foliage and/or native shrubs and/or native trees and/or any existing wooded area and/or plantings of tall native grasses and other native flowering plants.



# Revised Landscape Plan (08-19-2025)



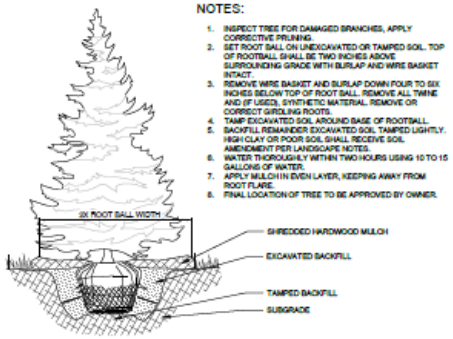

## PLANT SCHEDULE

| SUGGESTED SPECIES | QTY. | SIZE |
|---|---|---|
| EVERGREEN TREE | 73 | 5' HT. MIN. |
| SAWARA CYPRESS 'SOFT SERVE'<br>JUNIPERUS VIRGINIANA<br>JUNIPERUS CHINESIS 'MOUNTBATTEN'<br>JUNIPERUS CHINESIS 'BLUE POINT'<br>PICEA PUNGENS<br>PICEA GLAUCA 'DENSATA'<br>THUJA 'JUNIOR GIANT' | | |

NOTE: FINAL SPECIES TO BE DETERMINE BASED ON AVAILABILITY AND DETERMINED BY OWNER OR OWNERS REPRESENTATIVE. QUANTITIES ARE FOR REFERENCE ONLY AND ARE SUBJECT TO CHANGE BASED ON FINAL DESIGN.

## GENERAL LANDSCAPE NOTES

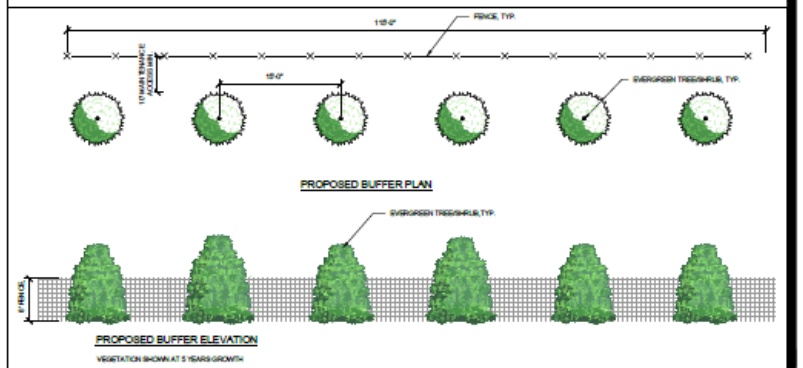
1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING MATERIALS AND PLANTS SHOWN ON THE LANDSCAPE PLAN. THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR UTILITIES, ADJACENT LANDSCAPE, PUBLIC AND PRIVATE PROPERTY THAT IS DAMAGED BY THE CONTRACTOR OR THEIR SUBCONTRACTOR'S OPERATIONS DURING INSTALLATION OR DURING THE SPECIFIED MAINTENANCE PERIOD. CALL FOR UTILITY LOCATIONS PRIOR TO ANY EXCAVATION.
2. THE CONTRACTOR SHALL REPORT ANY DISCREPANCY IN PLAN VS. FIELD CONDITIONS IMMEDIATELY TO THE LANDSCAPE ARCHITECT, PRIOR TO CONTINUING WITH THAT PORTION OF WORK.
3. NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY OF THEIR TRENCHES OR EXCAVATIONS THAT SETTLE..
5. DO NOT DISTURB THE EXISTING PAVING, LIGHTING, OR LANDSCAPING THAT EXISTS ADJACENT TO THE SITE UNLESS OTHERWISE NOTED ON PLAN.
6. PLANT QUANTITIES SHOWN ARE FOR THE CONVENIENCE OF THE OWNER AND JURISDICTIONAL REVIEW AGENCIES. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES AS DRAWN.
7. THE CONTINUED MAINTENANCE OF ALL REQUIRED LANDSCAPING SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY ON WHICH SAID MATERIALS ARE REQUIRED. ALL PLANT MATERIALS REQUIRED BY THIS SECTION SHALL BE MAINTAINED AS LIVING VEGETATION AND SHALL BE PROMPTLY REPLACED IF THE PLANT MATERIAL HAS DIED PRIOR TO FINAL ACCEPTANCE.




1 EVERGREEN TREE PLANTING

NTS

## LANDSCAPE BUFFER DETAIL




CULTIVATE POWER

Kimley»Horn

PRELIMINARY NOT FOR CONSTRUCTION

LANDSCAPE SCREENING EXHIBIT

ANAMITE SOLAR, LLC

KANE COUNTY, IL

SHEET NUMBER LA-1

# Fence Detail

**Fencing: A fence of at least eight (8) feet and not more than twenty-five (25) feet in height shall enclose and secure the Commercial Solar Energy Facility.**

# Water Resources

**The Water Resources department reviewed the Zoning Petition and recommends the following stipulations for approval:**

1. All panels in the Flood Fringe or adjacent to the Floodplain as defined by the Kane County Stormwater Ordinance will need to Flood Protected to 2 feet above the Base Flood Elevation. Determination of the Base Flood Elevation will be required.
2. Water Resources will require a stormwater permit for this development. All submittals must be prepared by Professional Engineer licensed in the State of Illinois.
3. An engineer's report will be required. Should the site introduce more than 25,000 sq ft of impervious area or more than 3 acres of disturbance, stormwater detention will be required. This impervious area is calculated cumulatively since 2002 for a site as per the Stormwater Ordinance. The Engineer's report must demonstrate that the peak flow for the site with the proposed development is not increased, stormwater detention may be required for the development to ensure this. Any required Stormwater Detention Management will require a viable outfall and may require off-site work.
4. Should the site introduce more than 5,000 sq ft of impervious, a BMP will be required for all impervious surfaces.
5. A calculation for disconnected impervious area, created by the panels, will be required. A Best Management Practice will be required to encourage infiltration of runoff within the site based on this calculation and drainage in the area.
6. The configuration of the solar panels shall be evaluated to identify any potential erosion concerns. Particular attention shall be given to erosion risks at the drip edges of the panels and in sloped areas. Appropriate best management practices must be implemented to mitigate these risks. BMPs may include, but are not limited to, pre-seeding or pre-vegetation of the site prior to panel installation to establish ground cover and reduce soil displacement.
7. A drain tile study will be required, including upstream and downstream tile systems that rely on the drain tiles within the site. Water Resources is looking for the protection of the tile system that is in place, including but not limited to replacement in kind and observation and cleanout structures.
8. Plantings within the development will not interfere with drain tiles. Planting plan should address the placement of vegetation and trees with long root systems that can interfere with tile systems and cause off site issues including surcharged drain tiles and blow outs of the drain tile systems.
9. Soil samples shall be taken every 5 years from the site and analyzed for physical, chemical, and biological properties to demonstrate the soil health within the solar installations.
10. 80% vegetative coverage for plantings will be a requirement for the site.
11. A Wetland Delineation will be required. The Wetland Delineation shall meet the requirements of the Ordinance as described in Article VII Section 9-169 Requirements for a Wetland Delineation. Any Wetland Impacts must be mitigated.
12. Floodplain, Wetland, Compensatory Storage, BMPs and Stormwater Management must be placed in a Conservation or Drainage Easement.

# Transportation

- The **Kane County Department of Transportation (KDOT)** and the **Plato Township Highway Commissioner** reviewed this Petition.
- Per their comments, Nesler Road is under the jurisdiction of Plato Township. The Township indicated that the access that Anamite Solar will be using is existing, acceptable for the petitioner's needs, and that no additional access permits will be required.

# Environmental Health

- The **Kane County Health Department** reviewed this Petition and had no comments regarding the proposed use or site plan.

# Fire Protection

- The **Pingree Grove & Countryside Fire Protection District** reviewed this Petition and indicated "[their] only concern is the access road. Since it is located a long distance off Nesler Road, we would need to ensure it is installed to support access by our fire equipment, as outlined in our ground solar array code; the road needs to support 60,000 lbs. There may be other concerns once we see a more comprehensive set of plans."

# EcoCAT Report

## Illinois Department of Natural Resources (IDNR)

The natural resource review provided by EcoCAT identified protected resources that may be in the vicinity of the proposed action. **The Department has evaluated this information and concluded that adverse effects are unlikely.**

However, the Department recommends:

- Establishing pollinator-friendly habitat as groundcover wherever feasible.
- The site should be de-compacted before planting.
- Long term management of the site should be planned for prior to development to ensure successful native pollinator habitat establishment and prevent the spread of invasive species throughout the lifetime of this project. An experienced ecological management consultant should be hired to assist with long-term management.
- Required fencing, excluding areas near or adjacent to public access areas, should have a 6-inch gap along the bottom to prevent the restriction of wildlife movement. Woven wire or a suitable habitat wildlife friendly fence should be used. Barbed wire should be avoided.
- Trees should be cleared between November 1st and March 31st.

# Resource Preservation Review

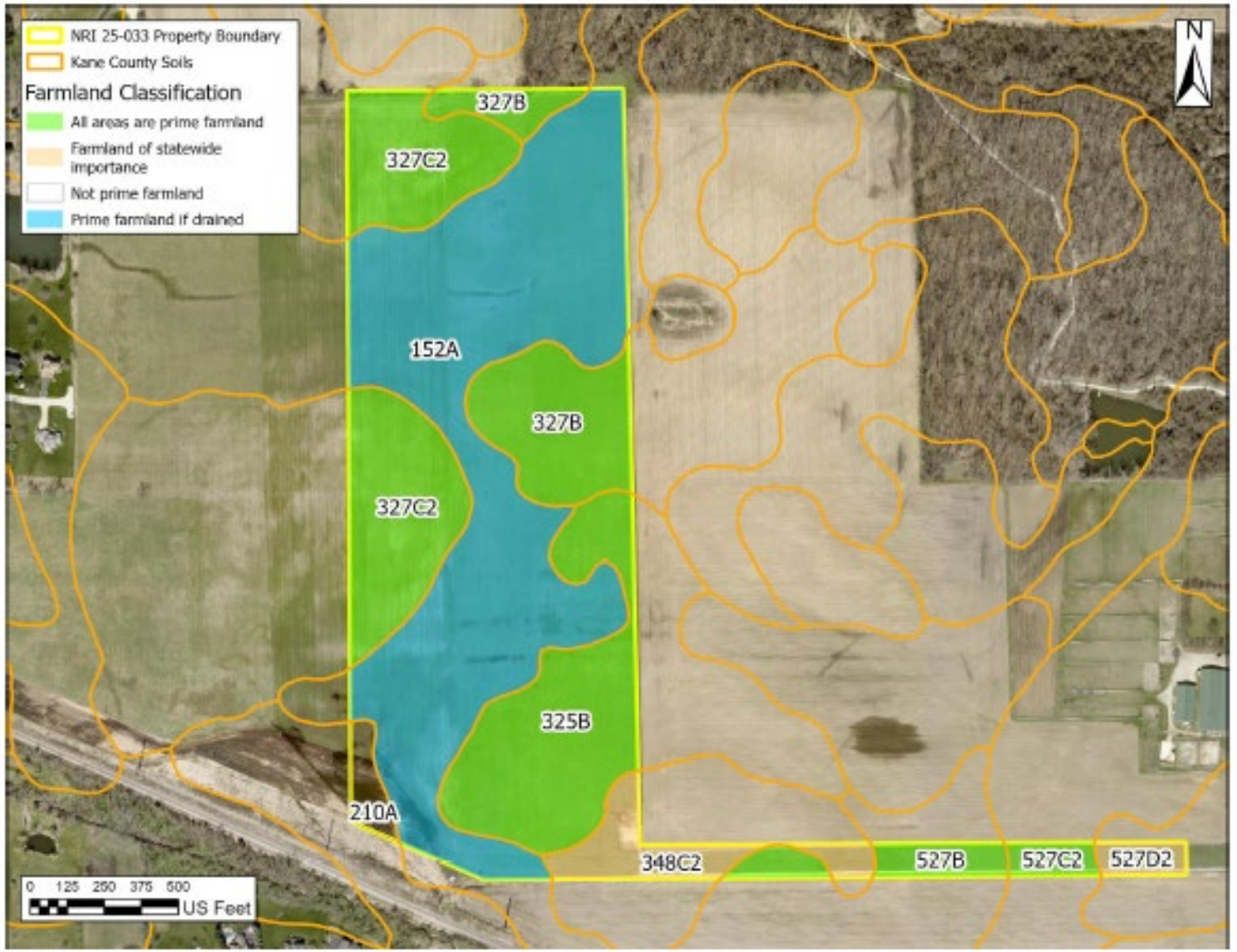
## Illinois State Historic Preservation Office (SHPO)

- **IL SHPO** determined that no historic properties were identified within the area of potential visual effects. Additionally, our files do not identify any known archaeological sites within the area of potential direct effects, nor is it within a high probability area for archaeological resources as defined in the Act.
- Accordingly, this project is EXEMPT from archaeological survey requests pursuant to Section 6 of the Act. An archaeological survey is not required under state law as there is no public funding nor is it on public land.

# NRI Report

**Kane-DuPage Soil & Water Conservation District (SWCD)**

- **Prime Farmland: Prime and Important Farmland occur on this tract.**
- **LESA:** Sites with a LESA score of 85 or greater are considered to warrant protection. This site has an **LE score of 29**, and a **SA score of 32**, with a **total score of 61**, placing it in the Low Protection category for farmland.
- **Land Planning and Development Concerns:** Based upon the LESA score and the Kane County Land Evaluation and Site Assessment, **this tract warrants Low Protection effort from development.**



# Section 7 Consultation

## United States Fish & Wildlife Service (USFWS)

- United States Fish & Wildlife Service's (USFWS) Section 7 Consultation dated May 9, 2025 concluded that there is a total of 4 threatened, endangered, or candidate species on this species list.
- Kimley-Horn reviewed the USFWS Information for Planning and Consultation (IPaC) website for federally listed threatened and endangered species. According to the website, four species are listed and may be present in the project vicinity in Kane County.
- The whooping crane is listed as experimental population, non-essential. The monarch butterfly and western regal fritillary are listed as proposed threatened. The eastern prairie fringed orchid is listed as threatened.
- The Project is located outside of any designated critical habitat areas. The action area for the Project is made up entirely of agricultural row crops. Minimal suitable habitat was identified within the Project area; therefore, no adverse effects are anticipated to the listed species. The EcoCAT showed no record of Illinois Natural Area Inventory sites, dedicated Illinois Nature Preserves, or registered Land and Water Reserves in the vicinity of the project location. The EcoCAT showed that the least bittern and yellow-headed blackbird may be present within the study area vicinity. The EcoCAT concluded that adverse effects are unlikely.
- **Based on the proposed project, [Kimley Horn] concludes that the Anamite Solar Project will have "no effect" on federally listed species, their habitats, or designated critical habitat. No "incidental take" is anticipated; thus, no consultation with the USFWS is required based on the current Project.**

# Additional Reviews/Analysis

- **United States Army Corps of Engineers (USACE)**
  - Applicant anticipates needing a level 2 wetlands delineation and is coordinating with the U.S. Army Corps of Engineers (USACE); all required documentation will be completed as part of the stormwater/building permit applications.
- **Illinois Nature Preserves Commission (INPC)**
  - No State Dedicated Nature Preserves identified in the vicinity of the proposed solar farm.
- **Illinois Department of Agriculture**
  - Executed AIMA Agreement was received.

# Recommended Stipulations of Approval

1. All panels in the Flood Fringe or adjacent to the Floodplain as defined by the Kane County Stormwater Ordinance will need to Flood Protected to 2 feet above the Base Flood Elevation. Determination of the Base Flood Elevation will be required.
2. Water Resources will require a stormwater permit for this development. All submittals must be prepared by Professional Engineer licensed in the State of Illinois.
3. An engineer's report will be required. Should the site introduce more than 25,000 sq ft of impervious area or more than 3 acres of disturbance, stormwater detention will be required. This impervious area is calculated cumulatively since 2002 for a site as per the Stormwater Ordinance. The Engineer's report must demonstrate that the peak flow for the site with the proposed development is not increased, stormwater detention may be required for the development to ensure this. Any required Stormwater Detention Management will require a viable outfall and may require off-site work.
4. Should the site introduce more than 5,000 sq ft of impervious, a BMP will be required for all impervious surfaces.
5. A calculation for disconnected impervious area, created by the panels, will be required. A Best Management Practice will be required to encourage infiltration of runoff within the site based on this calculation and drainage in the area.
6. The configuration of the solar panels shall be evaluated to identify any potential erosion concerns. Particular attention shall be given to erosion risks at the drip edges of the panels and in sloped areas. Appropriate best management practices must be implemented to mitigate these risks. BMPs may include, but are not limited to, pre-seeding or pre-vegetation of the site prior to panel installation to establish ground cover and reduce soil displacement.
7. A drain tile study will be required, including upstream and downstream tile systems that rely on the drain tiles within the site. Water Resources is looking for the protection of the tile system that is in place, including but not limited to replacement in kind and observation and cleanout structures.
8. Plantings within the development will not interfere with drain tiles. Planting plan should address the placement of vegetation and trees with long root systems that can interfere with tile systems and cause off site issues including surcharged drain tiles and blow outs of the drain tile systems.
9. Soil samples shall be taken every 5 years from the site and analyzed for physical, chemical, and biological properties to demonstrate the soil health within the solar installations.
10. 80% vegetative coverage for plantings will be a requirement for the site.
11. A Wetland Delineation will be required. The Wetland Delineation shall meet the requirements of the Ordinance as described in Article VII Section 9-169 Requirements for a Wetland Delineation. Any Wetland Impacts must be mitigated.
12. Floodplain, Wetland, Compensatory Storage, BMPs and Stormwater Management must be placed in a Conservation or Drainage Easement.

# Special Use Standards / ZBA Findings

Section 25-4-8-2 of the Kane County Zoning Ordinance provides Standards for Special Use Permits; responses to these Standards have been provided by the Petitioner with their Zoning Application. **The Zoning Board of Appeals shall not recommend approval of a special use unless it finds:**

A. That the establishment, maintenance or operation of the special use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare;

B. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;

C. That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;

D. That adequate utility, access roads, drainage and/or other necessary facilities have been or are being provided;

E. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets and roads;

F. That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the county board pursuant to the recommendations of the zoning board of appeals.

# Zoning Board of Appeals Summary

**The ZBA considered this zoning petition at a public hearing on Tuesday, August 5, 2025 and Tuesday, August 12, 2025 (continued).** Testimony in opposition to the project was heard from area neighbors; Testimony in favor of the project was heard from the petitioner. The ZBA established their Findings of Fact (provided in the packet) and voted to adopt them.

**The ZBA voted to recommend APPROVAL of Zoning Petition 4664**, requesting a Special Use Permit in the F-Farming Zoning District to allow for the development of a commercial solar energy facility on property located approximately ½ mile west of Nesler Road, north of the C.C. & P.R.R. railroad tracks, in Plato Township (PINs 05-23-400-018; 05-23-400-020; 05-23-400-013; 05-23-400-015; 05-23-400-012), **with the recommended stipulations and one additional stipulation:**

**13. Vegetative screening consistent with the Kane County Zoning Ordinance shall be provided and shall include a continuous line of evergreen trees along the western side of the facility with a minimum planting height of 5 feet and a maximum separation distance of 15 feet on center.**

# Zoning Entitlement Process: Next Steps

| | |
|---|---|
| Regional Planning Commission: | N/A |
| Zoning Board of Appeals: | August 5, 2025 |
| Zoning Board of Appeals: | August 12, 2025 (continued) |
| Development Committee: | August 19, 2025 |
| Kane County Board: | September 9, 2025 |

Petition 4664 was considered by the **Development Committee** at its meeting on **10:30 a.m., Tuesday, August 19, 2025** in the County Board Meeting Room. The Development Committee PASSED the proposed Zoning Petition with the thirteen (13) stipulations.

Petition 4664 will be considered by the **Kane County Board** at its upcoming meeting currently set for **9:45 a.m., Tuesday, September 9, 2025** in the County Board Meeting Room, Building A, 2nd Floor, of the Kane County Government Center, 719 S. Batavia Ave., Geneva, Illinois. Persons in favor of or in opposition to this petition who wish to speak before the County Board must file their intention to do so with the Zoning Enforcement Officer no later than the Friday preceding the County Board meeting at which the petition is to be considered.

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# RESOLUTION NO. 25-325

## AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH MONTGOMERY COUNTY FOR JUVENILE DETENTION SERVICES

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any matter not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved provided that the unit of local government contracting with the county has authority to perform the service; and

WHEREAS, Montgomery County has an existing intergovernmental agreement with Kane County wherein Kane County houses Montgomery County minors at its Juvenile Justice Center. That agreement expires on September 1, 2025, and Montgomery County would like to enter into a new three-year agreement with Kane County to provide juvenile detention services. The new three-year intergovernmental agreement increases the current per diem charge of $175.00 (one hundred and seventy-five dollars) per day per minor to $225.00 (two hundred and twenty-five dollars) per day per minor; and

WHEREAS, the intergovernmental agreement with Montgomery County commences upon date of approval and signature by Montgomery County and Kane County and will continue until September 1, 2028. This agreement may be amended with the written consent of all parties hereto and, provided a need continues to exist and may be renewed thirty (30) days prior to the expiration date for a period not to exceed one (1) year for each renewal.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that Madam Chair be authorized to sign a three-year contract with the County of Montgomery for Juvenile Detention Services.

*Line Item:* 001.430.000.37090
*Line Item Description:* Youth Home Reimbursement
*Was Personnel/Item/Service approved in original budget or a subsequent budget revision?* Yes
*Are funds currently available for this Personnel/Item/Service in the specific line item?* N/A
*If funds are not currently available in the specified line item, where are the funds available?*
N/A

Passed by the Kane County Board on September 9, 2025.

| | |
|---|---|
| _____ | _____ |
| John A. Cunningham, MBA, JD, JD | Corinne M. Pierog MA, MBA |
| Clerk, County Board | Chairman, County Board |
| Kane County, Illinois | Kane County, Illinois |

Vote:

## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

**Title**

Authorizing an Intergovernmental Agreement with Montgomery County for Juvenile Detention Services

**Committee Flow:**
Judicial Public Safety Committee, Finance and Budget Committee, Executive Committee, County Board

**Contact:**
Lisa Aust, 630.232.5809

**Budget Information**:

| | |
|---|---|
| Was this item budgeted? N/A | Appropriation Amount: $N/A |
| If not budgeted, explain funding source: N/A | |
| Was this item passed through the appropriate committee? Yes | |

**Summary**:

This resolution is for a three-year intergovernmental agreement with Montgomery County to provide juvenile detention services for Montgomery County minors in need of such services. Kane County will house Montgomery County minors at its Juvenile Justice Center at a per diem of Two Hundred Twenty-Five Dollars ($225) per day, per minor. The agreement commences upon date of approval and signature by Montgomery County and Kane County and will continue from date of signing to September 1, 2028.

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# RESOLUTION NO. 25-326

## AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH MASON COUNTY FOR JUVENILE DETENTION SERVICES

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any matter not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved provided that the unit of local government contracting with the county has authority to perform the service; and

WHEREAS, Mason County has an existing intergovernmental agreement with Kane County wherein Kane County houses Mason County minors at its Juvenile Justice Center. That agreement expires on September 1, 2025, and Mason County would like to enter into a new three-year agreement with Kane County to provide juvenile detention services. The new three-year intergovernmental agreement increases the current per diem charge of $175.00 (one hundred and seventy-five dollars) per day per minor to $225.00 (two hundred and twenty-five dollars) per day per minor; and

WHEREAS, the intergovernmental agreement with Mason County commences upon date of approval and signature by Mason County and Kane County and will continue until September 1, 2028. This agreement may be amended with the written consent of all parties hereto and, provided a need continues to exist, may be renewed thirty (30) days prior to the expiration date for a period not to exceed one (1) year for each renewal.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that Madam Chair be authorized to sign a three-year contract with the County of Mason for Juvenile Detention Services.

*Line Item:* 001.430.000.37090
*Line Item Description:* Youth Home Reimbursement
*Was Personnel/Item/Service approved in original budget or a subsequent budget revision?* Yes
*Are funds currently available for this Personnel/Item/Service in the specific line item?* N/A
*If funds are not currently available in the specified line item, where are the funds available?*
N/A

Passed by the Kane County Board on September 9, 2025.

| | |
|---|---|
| _____ | _____ |
| John A. Cunningham, MBA, JD, JD | Corinne M. Pierog MA, MBA |
| Clerk, County Board | Chairman, County Board |
| Kane County, Illinois | Kane County, Illinois |

Vote:

## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

**Title**

Authorizing an Intergovernmental Agreement with Mason County for Juvenile Detention Services

**Committee Flow:**
Judicial Public Safety Committee, Finance and Budget Committee, Executive Committee, County Board

**Contact:**
Lisa Aust, 630.232.5809

**Budget Information**:

| | |
|---|---|
| Was this item budgeted? N/A | Appropriation Amount: $N/A |
| If not budgeted, explain funding source: N/A | |
| Was this item passed through the appropriate committee? Yes | |

**Summary**:

This resolution is for a three-year intergovernmental agreement with Mason County to provide juvenile detention services for Mason County minors in need of such services.

Kane County will house Mason County minors at its Juvenile Justice Center at a per diem of Two Hundred Twenty-Five Dollars ($225) per day, per minor. The agreement commences upon date of approval and signature by Mason County and Kane County and will continue from date of signing to September 1, 2028.

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# RESOLUTION NO. 25-327

## AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH SHELBY COUNTY FOR JUVENILE DETENTION SERVICES

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any matter not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved provided that the unit of local government contracting with the county has authority to perform the service; and

WHEREAS, Shelby County has an existing intergovernmental agreement with Kane County wherein Kane County houses Shelby County minors at its Juvenile Justice Center. That agreement expires on September 1, 2025, and Shelby County would like to enter into a new two-year agreement with Kane County to provide juvenile detention services. The new three-year intergovernmental agreement increases the current per diem charge of $175.00 (one hundred and seventy-five dollars) per day per minor to $225.00 (two hundred and twenty-five dollars) per day per minor; and

WHEREAS, the intergovernmental agreement with Shelby County commences upon date of approval and signature by Shelby County and Kane County and will continue until September 1, 2027. This agreement may be amended with the written consent of all parties hereto and, provided a need continues to exist, may be renewed thirty (30) days prior to the expiration date for a period not to exceed one (1) year for each renewal.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that Madam Chair be authorized to sign a contract with the County of Shelby for Juvenile Detention Services.

*Line Item:* 001.430.000.37090
*Line Item Description:* Youth Home Reimbursement
*Was Personnel/Item/Service approved in original budget or a subsequent budget revision?* Yes
*Are funds currently available for this Personnel/Item/Service in the specific line item?* N/A
*If funds are not currently available in the specified line item, where are the funds available?*
N/A

Passed by the Kane County Board on September 9, 2025.

| | |
|---|---|
| _____ | _____ |
| John A. Cunningham, MBA, JD, JD | Corinne M. Pierog MA, MBA |
| Clerk, County Board | Chairman, County Board |
| Kane County, Illinois | Kane County, Illinois |

Vote:

## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

**Title**

Authorizing an Intergovernmental Agreement with Shelby County for Juvenile Detention Services

**Committee Flow:**
Judicial Public Safety Committee, Finance and Budget Committee, Executive Committee, County Board

**Contact:**
Lisa Aust, 630.232.5809

**Budget Information**:

| | |
|---|---|
| Was this item budgeted? N/A | Appropriation Amount: $N/A |
| If not budgeted, explain funding source: N/A | |
| Was this item passed through the appropriate committee? Yes | |

**Summary**:

This resolution is for a two-year intergovernmental agreement with Shelby County to provide juvenile detention services for Shelby County minors in need of such services.

Kane County will house Shelby County minors at its Juvenile Justice Center at a per diem of Two Hundred Twenty-Five Dollars ($225) per day, per minor. The agreement commences upon date of approval and signature by Shelby County and Kane County and will continue from date of signing to September 1, 2027.

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# RESOLUTION NO. 25-328

## AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH CARROLL COUNTY FOR JUVENILE DETENTION SERVICES

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any matter not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved provided that the unit of local government contracting with the county has authority to perform the service; and

WHEREAS, Carroll County has an existing intergovernmental agreement with Kane County wherein Kane County houses Carroll County minors at its Juvenile Justice Center. That agreement expires on September 1, 2025, and Carroll County would like to enter into a new three-year agreement with Kane County to provide juvenile detention services. The new three-year intergovernmental agreement increases the current per diem charge of $175.00 (one hundred and seventy-five dollars) per day per minor to $225.00 (two hundred and twenty-five dollars) per day per minor; and

WHEREAS, the intergovernmental agreement with Carroll County commences upon date of approval and signature by Carroll County and Kane County and will continue until September 1, 2028. This agreement may be amended with the written consent of all parties hereto and, provided a need continues to exist and may be renewed thirty (30) days prior to the expiration date for a period not to exceed one (1) year for each renewal.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that Madam Chair be authorized to sign a three-year contract with the County of Carroll for Juvenile Detention Services.

*Line Item:* 001.430.000.37090
*Line Item Description:* Youth Home Reimbursement
*Was Personnel/Item/Service approved in original budget or a subsequent budget revision?* Yes
*Are funds currently available for this Personnel/Item/Service in the specific line item?* N/A
*If funds are not currently available in the specified line item, where are the funds available?*
N/A

Passed by the Kane County Board on September 9, 2025.

| | |
|---|---|
| _____ | _____ |
| John A. Cunningham, MBA, JD, JD | Corinne M. Pierog MA, MBA |
| Clerk, County Board | Chairman, County Board |
| Kane County, Illinois | Kane County, Illinois |

Vote:

## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

**Title**

Authorizing an Intergovernmental Agreement with Carroll County for Juvenile Detention Services

**Committee Flow:**
Judicial Public Safety Committee, Finance and Budget Committee, Executive Committee, County Board

**Contact:**
Lisa Aust, 630.232.5809

**Budget Information**:

| | |
|---|---|
| Was this item budgeted? N/A | Appropriation Amount: $N/A |
| If not budgeted, explain funding source: N/A | |
| Was this item passed through the appropriate committee? Yes | |

**Summary**:

This resolution is for a three-year intergovernmental agreement with Carroll County to provide juvenile detention services for Carroll County minors in need of such services.

Kane County will house Carroll County minors at its Juvenile Justice Center at a per diem of Two Hundred Twenty-Five Dollars ($225) per day, per minor. The agreement commences upon date of approval and signature by Carroll County and Kane County and will continue from date of signing to September 1, 2028.

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# RESOLUTION NO. 25-329

## AUTHORIZING A FOOD SERVICES CONTRACT EXTENSION FOR THE JUVENILE JUSTICE CENTER

WHEREAS, the existing food service contract between Aramark Correctional Services LLC and the sheriff's office and juvenile justice center expires on 12/31/25. The agreement includes two mutually agreed upon one-year extensions; and

WHEREAS, pursuant to Section 2602.110 of the Illinois Department of Juvenile Justice Standards for County Juvenile Detention Centers, juvenile detention facilities shall provide meals at reasonable intervals and food must be of sufficient nutritional value. Pursuant to Article 16 of the Collective Bargaining Agreement between Court Services and Teamsters Local 330, employees shall be served meals no different in quality, quantity or menu than that served to youth. Pursuant to 105 ILCS 125/4 and 23 Illinois Administrative Code 305.10, every public school, including public special education facilities, must have a free breakfast and lunch program; and

WHEREAS, the funding for these services is already budgeted for and the juvenile justice center is able to accommodate the nominal increase in the cost of meals. The current meal price is $2.100 and the new meal price will be $2.180, which is an annual increase of Four Thousand Three Hundred and Eighty dollars ($4,380). The Kane County Juvenile Justice Center is enrolled in the Illinois Free Breakfast and Lunch Programs and is reimbursed a portion of the cost of those meals; and

WHEREAS, it is in the best interest of the County and the Juvenile Justice Center to remain in compliance with the Illinois Department of Juvenile Justice Standards for County Juvenile Detention Centers and the Illinois State Board of Education Food Service Rules; and

WHEREAS, Aramark Correctional Services LLC, not only has an existing relationship with Kane County, they also have the expertise, experience, knowledge and resources and have proven themselves able to provide the food services required at the Kane County Juvenile Justice Center.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that Madam Chair is authorized to sign a one (1) year contract extension with Aramark Correctional Services LLC for food services at the Kane County Juvenile Justice Center for the period commencing January 1, 2026 through December 31, 2026, at an annual cost of One Hundred Nineteen Thousand Three Hundred and Fifty-Five dollars ($119,355).

*Line Item:* 001.430.436.60230
*Line Item Description:* Food
*Was Personnel/Item/Service approved in original budget or a subsequent budget revision?* Yes
*Are funds currently available for this Personnel/Item/Service in the specific line item?* Yes
*If funds are not currently available in the specified line item, where are the funds available?*
N/A

Passed by the Kane County Board on September 9, 2025.

| | |
|---|---|
| _____ | _____ |
| John A. Cunningham, MBA, JD, JD | Corinne M. Pierog MA, MBA |
| Clerk, County Board | Chairman, County Board |
| Kane County, Illinois | Kane County, Illinois |

Vote:

## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

**Title**

Authorizing a Food Services Contract Extention for the Juvenile Justice Center

**Committee Flow:**
Judicial Public Safety Committee, Finance and Budget Committee, Executive Committee, County Board

**Contact:**
Lisa Aust, 630.232.5809

**Budget Information**:

| | |
|---|---|
| Was this item budgeted? N/A | Appropriation Amount: $N/A |
| If not budgeted, explain funding source: N/A | |
| Was this item passed through the appropriate committee? Yes | |

**Summary**:

This resolution is for a one-year contract extention for Aramark Correctional Services LLC to provide food services at the Kane County Juvenile Justice Center. The extention includes a Four Thousand Three Hundred and Eighty dollar ($4,380) annual increase, brining the annual cost to One Hundred Nineteen Thousand Three Hundred and Fifty-Five dollar ($119,355).

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# RESOLUTION NO. 25-330

## APPROVING COUNTY BOARD PERSONAL EXPENSE VOUCHER REIMBURSEMENT REQUEST

WHEREAS, in accordance with the Local Government Travel Expense Control Act, 50 ILCS 150/1 et seq., all reimbursements for travel, meals and lodging of County Board Members and County Board Chairman must be approved by a roll call vote of the County Board; and

WHEREAS, such reimbursement requests should be advanced through the Finance and Budget Committee and Executive Committee before submission to the County Board for approval by roll call vote; and

WHEREAS, the following reimbursements have been requested by Anita Lewis, and applicable documentation is included for review:

| | | |
|---|---|---|
| Mileage | 254 miles | $177.80 |
| Lodging | | $291.10 |
| Tolls | | $ 3.30 |
| | | $472.20 |

NOW, THEREFORE, BE IT RESOLVED that the above requests for travel, meals and/or lodging are approved by roll call vote at the next applicable County Board meeting.

Passed by the Kane County Board on September 9, 2025.

_____
John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

_____
Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:

## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

**Title**

Approving County Board Personal Expense Voucher Reimbursement Request

**Committee Flow:**
Finance and Budget Committee, Executive Committee, County Board

**Contact:**
Jane Talltisch, 630.232.5931

**Budget Information**:

| | |
|---|---|
| Was this item budgeted? Yes | Appropriation Amount: $472.20 |
| If not budgeted, explain funding source: N/A | |
| Was this item passed through the appropriate committee? Yes | |

**Summary**:

Per Resolution 17-30, that amended the Kane County Financial Policy in accordance with the Local Government Travel Expense Control Act, 50 ILCS 150/1 et seq., all reimbursements for travel, meals, and lodging of County Board Members & County Board Chairman must be approved by a roll call vote at County Board.

This resolution is a Personal Expense Voucher Reimbursement for County Board member Anita Lewis.

25-11390

# Kane County
# Personal Expense Voucher

Inv#: 081225

First Name and Last Name: Anita Lewis

Address: 900 South Fourth Street

City: Aurora State: IL Zip Code: 60505

**ANY EXPENSES GREATER THAN 60 DAYS WILL NOT BE APPROVED.**

| Date (MM/DD/YYYY) | Description/Purpose | No of Miles | Mileage Reimb | Transprt | Lodging | Meals | Other |
|---|---|---|---|---|---|---|---|
| 06/10/2025 | 2025 IL Economic Development Summit | 128 | $89.60 | | $158.05 | | $2.20 |
| 6/11/2025 | 2025 IL Economic Development Summit | | $0.00 | | $133.05 | | |
| 6/12/2025 | 2025 IL Economic Development Summit | 126 | $88.20 | | | | $1.10 |
| | Total: | 254 | $177.80 | | $291.10 | | $3.30 |

Expense Total: $472.20

Anita Lewis

Signature

Approved By

8/12/25
Current Date

Current Date

I CERTIFY THAT THE ABOVE EXPENSES ARE CORRECT, AND WERE INCURRED FOR COUNTY BUSINESS. I FURTHER CERTIFY THAT, IF ANY ABOVE EXPENSES INVOLVED THE USE OF A MOTOR VEHICLE, I HAVE A VALID DRIVERS LICENSE FOR SAID USE AND HAVE INSURANCE IN THE AMOUNT REQUIRED BY KCC SECTION 2-72 AS AMENDED AND KC PERSONNEL POLICY HANDBOOK AS AMENDED.

Department

CHECKLIST

| | Yes | No |
|---|---|---|
| Receipts and/or Agenda Attached? | ☑ | ☐ |
| Employee Home Address Included? | ☑ | ☐ |
| Employee Date and Sign? | ☑ | ☐ |
| Supervisor provide signature approval and date? | ☑ | ☐ |
| Account Number Correct? | ☑ | ☐ |
| Are Expenditures Greater than 60 Days? | ☑ | ☐ |
| Employees Address same? | ☑ | ☐ |

Fund/Dept./Sub-Dept.
001.010.010.53106

SUMMARY OF EXPENSES

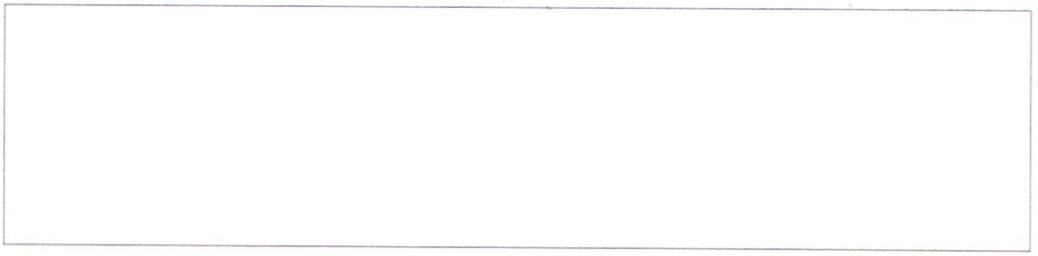
| | | Project Code | Amount/Item |
|---|---|---|---|
| Conference/Meeting | 53100 | | |
| Training Expense | 53110 | | |
| Mileage Expense | 53120 | 254 | $177.80 |
| Office Supplies | 60000 | | |
| Operating Supplies | 60010 | | |
| Lodging | 53106 | | $291.10 |
| Tolls | 53106 | | $3.30 |
| | | Expense Total | $472.20 |

bing maps

**A** 719 S Batavia Ave, Batavia, IL 60510, United States

**B** 500 Hamilton Blvd, Peoria, IL 61606, United States

2 hr 22 min, 128 miles
Light traffic
Via I-80 W, I-39 S
· Toll on route



**A** 719 S Batavia Ave, Batavia, IL 60510, United States

| | | | |
|---|---|---|---|
| ↑ | 1. | Leave from **S Batavia Ave/IL-31** | 0.2 mi |
| ↑ | 2. | Follow **S Batavia Ave/IL-31** toward **Dekalb-Iowa** | 3.2 mi |
| ↱ | 3. | Turn right onto **Illinois State Route 56/IL-56** toward **Dekalb-Iowa**<br>• *Toll road* | 0.1 mi |
| ↑\| | 4. | Keep left at **Illinois State Route 56/IL-56** toward **Iowa** | 0.5 mi |
| ↑ | 5. | Take the **I-88 W/IL-56 W** freeway | 2.8 mi |
| ↱ | 6. | Take exit **113** on the right onto **State Route 56/IL-56** toward **Sugar Grove** | 4.2 mi |
| ↱ | 7. | Take the right exit onto **State Route 47/IL-47** toward **Sugar Grove** | 0.2 mi |
| \|↑ | 8. | Keep right at **State Route 47/IL-47** toward **Sugar Grove** | 0.2 mi |
| ↑ | 9. | Follow **State Route 47/IL-47** | 2.9 mi |
| ↑ | 10. | Keep straight on at **State Route 47/IL-47** | 0.3 mi |
| ↑ | 11. | Follow **State Route 47/IL-47** | 6.9 mi |
| ↱ | 12. | Turn right onto **State Route 71/IL-71** | 0.2 mi |
| ↑ | 13. | Follow **State Route 71/IL-71** toward **Moline-Rock Island** | 24.3 mi, 26 min |

| | | | |
|---|---|---|---|
| ↱ | 14. | Turn right onto **Interstate Highway 80 W/I-80 W** toward **Moline-Rock Island** | 0.3 mi |
| ↑ | 15. | Take the **I-80 W** freeway | 328 ft |
| ↑ | 16. | Follow **Interstate Highway 80 W/I-80 W** toward **Bloomington** | 14.5 mi, 12 min |
| ↱ | 17. | Take exit **79A** on the right onto **United States Highway 51 S/I-39 S/US-51 S** toward **Bloomington** | 0.5 mi |
| ↑ | 18. | Take the **I-39 S/US-51 S** freeway | 331 ft |
| ↑ | 19. | Keep straight on at **United States Highway 51 S/I-39 S/US-51 S** | 0.4 mi |
| ↑ | 20. | Follow **United States Highway 51 S/I-39 S/US-51 S** toward **Henry** | 16.6 mi, 14 min |
| ↱ | 21. | Take exit **41** on the right onto **N 13th Rd/IL-18** toward **Henry** | 0.3 mi |
| ↾ | 22. | Keep right at **N 13th Rd/IL-18** toward **Henry** | 0.1 mi |
| ↑ | 23. | Follow **N 13th Rd/IL-18** | 6.4 mi |
| ↰ | 24. | Turn left onto **N IL Highway 89/IL-89** | 0.2 mi |
| ↑ | 25. | Follow **N IL Highway 89/IL-89** | 14.8 mi, 16 min |
| ↖ | 26. | Bear left at **N Jefferson St/IL-89** | 0.2 mi |
| ↑ | 27. | Follow **N Jefferson St/IL-89** | 10.1 mi, 11 min |
| ↱ | 28. | Turn right onto **E Mount Vernon St/IL-116** | 0.1 mi |
| ↑ | 29. | Follow **E Mount Vernon St/IL-116** | 14.7 mi, 17 min |
| ↱ | 30. | Turn right onto **Interstate Highway 74 W/I-74 W/IL-29 N** | 0.6 mi |
| ↑ | 31. | Keep straight on at **Interstate Highway 74 W/I-74 W/IL-29 N** | 1.6 mi |
| ↱ | 32. | Take exit **92B** on the right onto **Spalding Ave** toward **Glen Oak Ave** | 0.2 mi |
| ↰ | 33. | Turn left onto **Spalding Ave** toward **Glen Oak Ave** | 108 ft |
| ↿ | 34. | Keep left at **Spalding Ave** | 151 ft |

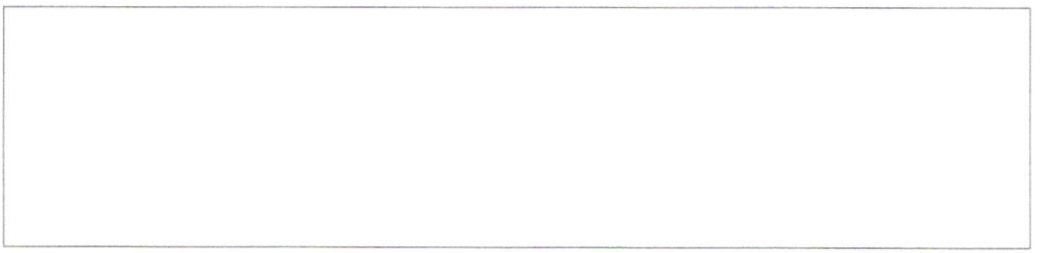
| | | | |
|---|---|---|---|
| ↰ | 35. | Turn left onto **NE Glen Oak Ave** | 0.2 mi |
| ↱ | 36. | Turn right onto **Hamilton Blvd** | 495 ft |
| | 37. | You have arrived at **Hamilton Blvd** | |

**B** **500 Hamilton Blvd, Peoria, IL 61606, United States**

bing maps

**A** 500 Hamilton Blvd, Peoria, IL 61606, United States
**B** 719 S Batavia Ave, Batavia, IL 60510, United States

**2 hr 24 min, 126 miles**
Light traffic
Via IL-89, I-39 N
· Toll on route



**A** 500 Hamilton Blvd, Peoria, IL 61606, United States

| | | | |
|---|---|---|---|
| ↑ | 1. | Leave from **Hamilton Blvd** | 279 ft |
| ↰ | 2. | Turn left onto **NE Randolph Ave** | 0.1 mi |
| ↰ | 3. | Turn left onto **N North St** | 223 ft |
| ↰ | 4. | Turn left onto **Main St** | 0.1 mi |
| ↰ | 5. | Turn left onto **NE Glen Oak Ave** | 0.2 mi |
| ↱ | 6. | Turn right onto **Fayette St/IL-40** | 151 ft |
| ↖ | 7. | Bear left at **Ray Lahood Hwy/I-74 E** toward **Bloomington** | 0.4 mi |
| ↱ | 8. | Take exit **93** on the right onto **NE Washington St** | 0.3 mi |
| ↰ | 9. | Turn left onto **NE Washington St** | 0.2 mi |
| ↱ | 10. | Turn right onto **NE Adams St/IL-29** | 2.4 mi |
| ↱ | 11. | Take the right exit onto **E War Memorial Dr/US-150 E** | 1.3 mi |
| ↑ | 12. | Keep straight on at **US Highway 24** | 0.3 mi |
| ↱ | 13. | Take the right exit onto **N Main St/IL-116** toward **Metamora** | 11.3 mi, 13 min |
| ↰ | 14. | Turn left onto **N Niles St/IL-89** | 0.2 mi |
| ↑ | 15. | Follow **N Niles St/IL-89** | 10.1 mi, 11 min |

| | | | |
|---|---|---|---|
| ↱ | 16. | Bear right at **N Jefferson St/IL-89** | 0.2 mi |
| ↑ | 17. | Follow **E State St/IL-89/County Hwy-3** | 14.8 mi, 16 min |
| ↱ | 18. | Turn right onto **IL Highway 18/IL-18/County Hwy-100** | 0.1 mi |
| ↑ | 19. | Follow **IL Highway 18/IL-18/County Hwy-100** toward **Rockford** | 6.5 mi |
| ↰ | 20. | Turn left onto **Interstate Highway 39 N/I-39 N/US-51 N** toward **Rockford** | 0.3 mi |
| ↑ | 21. | Take the **I-39 N/US-51 N** freeway | 328 ft |
| ↑ | 22. | Follow **Interstate Highway 39 N/I-39 N/US-51 N** toward **Chicago** | 16.6 mi, 14 min |
| ↱ | 23. | Take exit **59A** on the right onto **Interstate Highway 80 E/I-80 E** toward **Chicago** | 0.7 mi |
| ↑ | 24. | Take the **I-80 E** freeway | 14.0 mi, 12 min |
| ↱ | 25. | Take exit **93** on the right onto **N State Route 71/IL-71** toward **Oswego** | 0.2 mi |
| ↑ | 26. | Keep left at **N State Route 71/IL-71** toward **Oswego** | 112 ft |
| ↰ | 27. | Turn left onto **N State Route 71/IL-71** | 0.2 mi |
| ↑ | 28. | Follow **N State Route 71/IL-71** | 24.6 mi, 27 min |
| ↰ | 29. | Turn left onto **S Bridge St/IL-47** | 0.2 mi |
| ↑ | 30. | Follow **S Bridge St/IL-47** | 7.1 mi |
| ↑ | 31. | Keep straight on at **State Route 47/US-30 W/IL-47** | 2.8 mi |
| ↱ | 32. | Take the right exit onto **State Route 56/IL-56** toward **Chicago**<br>• *Toll road* | 4.1 mi |
| ↑ | 33. | Take the **I-88 E/IL-56 E** freeway | 2.8 mi |
| ↱ | 34. | Take exit **117** on the right onto **Illinois State Route 56/IL-56** | 0.6 mi |
| ↑ | 35. | Keep left at **Illinois State Route 56/IL-56** toward **Batavia** | 82 ft |

| | | | |
|---|---|---|---|
| ↰ | 36. | Turn left onto **S Lincolnway/IL-56/IL-31** | 0.2 mi |
| ↑ | 37. | Follow **S Lincolnway/IL-56/IL-31** | 3.3 mi |
| | 38. | You have arrived at **S Batavia Ave/IL-31** | |

**B** 719 S Batavia Ave, Batavia, IL 60510, United States

Illinois Tollway

## Trip Calculator

Right-Click on map or use the drop down fields below to select your route.

Step 1

**Entry Point**

I-88 WB: Illinois 31 (Plaza 6

**Exit Point**

I-88 WB: Illinois 47 (Plaza 6

**Vehicle Class**

Auto / Motorcycle (2 Axles

**Time**

All Times

Step 2

GET ROUTE

CLEAR

| PLAZA NAME | TOLL |
|---|---|
| Illinois 31 *Plaza 63* | $1.10 |
| Illinois 47 *Plaza 64A* | $1.10 |
| TOTAL | $2.20 |

Illinois Tollway

## Trip Calculator

Right-Click on map or use the drop down fields below to select your route.

Step 1

**Entry Point**

I-88 EB: Illinois 56 from U.S

**Exit Point**

I-88 EB: Illinois 31 (Plaza 63

**Vehicle Class**

Auto / Motorcycle (2 Axles

**Time**

All Times

Step 2

GET ROUTE

CLEAR

| PLAZA NAME | TOLL |
|---|---|
| Illinois 31<br>Plaza 63 | $1.10 |
| TOTAL | $1.10 |

Four Points Peoria
500 Hamilton Blvd
Peoria, IL 61602
United States Of America
Tel: 309-306-3424

FOUR POINTS BY SHERATON

Anita lewis
900 S Fourth Street Servic
Aurora, IL, 60505
United States Of America
IE2226 - IEDA 2025 Annual Summit

| | | | |
|---|---|---|---|
| Page Number | : | 1 | |
| Guest Number | : | 152435 | |
| Folio ID | : | A | |
| Arrive Date | : | 10-JUN-25 | 20:52 |
| Depart Date | : | 12-JUN-25 | 12:20 |
| No. Of Guest | : | 2 | |
| Room Number | : | 312 | |
| Marriott Bonvoy Number | : | | |

FPbS Peoria PIAFP JUN-12-2025 12:20 BBLOO715

| Date | Reference | Description | Charges (USD) | Credits (USD) |
|---|---|---|---|---|
| 10-JUN-25 | parking | Parking | 20.00 | |
| 10-JUN-25 | waters | Pantry | 6.00 | |
| 10-JUN-25 | chips | Pantry | 6.00 | |
| 10-JUN-25 | pantry | Pantry | 3.00 | |
| 10-JUN-25 | RT312 | Room Revenue | 107.00 | |
| 10-JUN-25 | RT312 | State Tax | 6.42 | |
| 10-JUN-25 | RT312 | City Tax | 8.56 | |
| 10-JUN-25 | RT312 | Occupancy/Tourism | 1.07 | |
| 11-JUN-25 | pantry | Pantry | 10.00 | |
| 11-JUN-25 | RT312 | Room Revenue | 107.00 | |
| 11-JUN-25 | RT312 | State Tax | 6.42 | |
| 11-JUN-25 | RT312 | City Tax | 8.56 | |
| 11-JUN-25 | RT312 | Occupancy/Tourism | 1.07 | |
| 12-JUN-25 | VI | Visa-9081 | | -291.10 |
| | | ** Total | 291.10 | -291.10 |
| | | *** Balance | -0.00 | |

Continued on the next page

Four Points Peoria
500 Hamilton Blvd
Peoria, IL 61602
United States Of America
Tel: 309-306-3424

FOUR POINTS BY SHERATON

Anita lewis
900 S Fourth Street Servic
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|---|---|---|---|
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| No. Of Guest | : | 2 | |
| Room Number | : | 312 | |
| Marriott Bonvoy Number | : | | |

EXPENSE SUMMARY REPORT

Currency: USD

| Date | Room/Tax | Food/Bev | Telecomm | Parking | Misc | Other | Total | Payment |
|---|---|---|---|---|---|---|---|---|
| 06-10-2025 | 123.05 | 13.63 | 0.00 | 20.00 | 1.37 | 0.00 | 158.05 | 0.00 |
| 06-11-2025 | 123.05 | 9.09 | 0.00 | 0.00 | 0.91 | 0.00 | 133.05 | 0.00 |
| 06-12-2025 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -291.10 |
| Total | 246.10 | 22.72 | 0.00 | 20.00 | 2.28 | 0.00 | 291.10 | -291.10 |

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IEDA ILLINOIS ECONOMIC DEVELOPMENT ASSOCIATION

# 2025 Illinois Economic Development Summit

## Peoria

**Four Points by Sheraton**

500 Hamilton Blvd, Peoria, IL

**June 11-12, 2025**

## Wednesday, June 11

| | |
|---|---|
| 7:30AM - 8:30AM | Breakfast |
| 8:30AM - 8:40AM | Opening Remarks |
| 8:40AM - 9:40AM | Technology Driven Best Practices for Economic Development |
| 9:40AM - 9:50AM | Break |
| 9:50AM - 10:05AM | Remarks from DCEO Director Kristin Richards, Introduced by Claire Lindberg First Assistant Deputy Governor, Business & Economic Development |
| 10:05AM - 11:05AM | Building Prosperity: Housing Solutions as Catalysts for Economic Growth |
| 11:05AM - 12:05PM | Convergence Pointe: Data Centers, AI, and the Quantum Leap |
| 12:05PM - 1:20PM | Lunch, Membership Meeting, Illinois State Legislative Update, and Remarks from Intersect Illinois President and CEO Christy George |
| 1:20PM-2:20PM | Contemporary Topics Around Energy and Development in Illinois |
| 2:20PM-3:35PM | Intersect Illinois Presentation |
| 3:35PM-3:45PM | Break |
| 3:45PM - 4:45PM | Educational Ecosystems as Workforce & Economic Development Drivers |
| 4:45PM-4:55PM | Closing Remarks |
| 5:00PM - 7:00PM | Networking Event at Distillery Labs (201 SW Adams St, Peoria, IL) |

## Thursday, June 12

| | |
|---|---|
| 7:30AM - 8:30AM | Breakfast and Opening Remarks |
| 8:30AM - 9:30AM | Midwest Momentum: Trends Driving Regional Growth and Talent |
| 9:30AM - 9:40AM | Break |
| 9:40AM - 10:40AM | Impact of New Federal Government Policies on Economic Development |
| 10:40AM - 11:55AM | DCEO Presentation |
| 11:55AM - 12:05PM | Closing Remarks |

# FEATURED PANELISTS

### Technology Driven Best Practices for Economic Development

**Moderator**: **Ken Springer**, President, Knox County Area Partnership for Economic Development
**Justine Robinson**, Vice President, Client and Partner Strategy, CivicServe
**Kyla Karten**, Vice President, Site Readiness, Intersect Illinois
**Matthew Francis**, Sales Director, Resimplifi

### Building Prosperity: Housing Solutions as Catalysts for Economic Growth

**Moderator: Kristin Richards**, Director, DCEO
**Karen Davis**, Deputy Executive Director, IHDA
**Tom McNamara**, Mayor, City of Rockford
**Brittny Gipson**, Village Clerk, Village of Dieterich

### Convergence Pointe: Data Centers, AI, and the Quantum Leap

**Moderator: Kevin Kramer**, Director of Economic Development, Village of Hoffman Estates
**Eric Dominguez**, Channel Director, Summit
**Kate Waimey Timmerman,** CEO, Chicago Quantum Exchange
**Bill Kleyman**, CEO and Co-Founder, Apolo

### Contemporary Topics Around Energy and Development in Illinois

**Moderator: Courtney Yockey**, President and CEO, Effingham Regional Growth Alliance
**Jonathan Feipel**, Executive Director, Illinois Commerce Commission
**Josh Bushinsky**, Partner, Trajectory Energy Partners
**Mark Pruitt,** Adjunct Professor, Northwestern University MS in Energy and Sustainability Program

### Intersect Illinois Presentation

**Moderator: Paulina San Millan**, Senior Vice President of Business Development, Intersect Illinois
**Christy George**, President & CEO, Intersect Illinois
**Robin Ficke**, Senior Vice President of Research, Intersect Illinois
**Rody Abdelrahman**, Senior Director of Marketing, Intersect Illinois
**Amanda Vinicky**, Vice President of Communications, Intersect Illinois

### Educational Ecosystems as Workforce & Economic Development Drivers

**Moderator: Josh Weidenaar,** Director of Research, Intersect Illinois
**Dr. Sheila Quirk-Bailey**, President, Illinois Central College
**Kara Demirjian Huss**, Senior Vice President TCCI Manufacturing, Founder and President DCC Marketing, Executive Committee, Illinois Workforce Innovation Board
**Joe Barbic**, Director, Indian Valley Vocational Center
**Lisa Jones**, Assistant Deputy Director, DCEO, Office of Employment & Training

### Midwest Momentum: Trends Driving Regional Growth and Talent

**Moderator: Renee Wott**, Senior Northeast Regional Manager, DCEO·
**Maryam Saleh,** Executive Director, Ed Kaplan Family Institute for Innovation and Tech Entrepreneurship, Illinois Institute of Technology
**Iryna Lendel**, Senior Director of Regional Economic and Community Development, Upjohn Institute for Employment Research
**Richard Funderburg,** Associate Professor, School of Public Management and Policy, Collaborating Scholar, Institute of Government and Public Affairs, University of Illinois Springfield

### Impact of New Federal Government Policies on Economic Development

**Moderator: Chris Setti**, CEO, Greater Peoria Economic Development Council
**Greg Bales**, Senior Vice President, McGuireWoods Consulting
**Mark Denzler**, President and CEO, Illinois Manufacturers' Association
**Chad Phillips**, Federal Policy Manager, DCEO

### DCEO Presentation

**Moderator: Alyson Grady**, Deputy Director, Illinois Department of Commerce and Economic Opportunity (DCEO), Office of Regional Economic Development (Team RED)
**Members of DCEO's Team RED**

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# RESOLUTION NO. 25-331

## APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS FOR PHASE III CONSTRUCTION FOR RANDALL ROAD AT ILLINOIS ROUTE 72 INTERSECTION IMPROVEMENT, KANE COUNTY SECTION NO. 19-00514-00-WR

WHEREAS, the Illinois Constitution of 1970, Article VII, Section 10 and the Intergovernmental Cooperation Act (5 ILCS 220/1, et. seq.), authorizes the County of Kane (County) and the State of Illinois (State) to cooperate in the performance of their respective duties and responsibilities by contract and other agreements; and

WHEREAS, the County and the State (through its Illinois Department of Transportation) desire to cooperate among themselves to accomplish the Randall Road at Illinois Route 72 Intersection Improvement Project (Kane County Section No. 19-00514-00-WR), (hereinafter referred to as the "Improvement"); and

WHEREAS, the County and the State desire to undertake Phase III Construction for the Improvement at an estimated cost of Ten Million Eighteen Thousand Six Hundred Fifty-Eight Dollars ($10,018,658.00); and

WHEREAS, the Improvement is deemed by the County and the State to be of immediate benefit to the residents of the County of Kane and the State of Illinois in that it shall facilitate the efficient movement of traffic and provide for the safety of the motoring public; and

WHEREAS, the Improvement will necessitate the use of funding provided through the State; and

WHEREAS, the improvement requires matching funds; and

WHEREAS, the County's share of the Phase III Construction costs estimated to be Two Million Three Hundred Ninety-Five Thousand Nine Hundred Fifty-Eight Dollars ($2,395,958.00).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized and directed to execute an intergovernmental agreement(s) with the State of Illinois, acting through the Illinois Department of Transportation, for Phase III Construction for the Randall Road at Illinois Route 72 Intersection Improvement Project.

Passed by the Kane County Board on September 9, 2025.

| | |
|---|---|
| _____ | _____ |
| John A. Cunningham, MBA, JD, JD | Corinne M. Pierog MA, MBA |
| Clerk, County Board | Chairman, County Board |
| Kane County, Illinois | Kane County, Illinois |

Vote:

## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

**Title**

Approving an Intergovernmental Agreement with the State of Illinois for Phase III Construction for Randall Road at Illinois Route 72 Intersection Improvement, Section 19-00514-00-WR

**Committee Flow:**
Transportation Committee, Executive Committee, County Board

**Contact:**
Heidi Files, 630.444.3132

**Budget Information**:

| | |
|---|---|
| Was this item budgeted? Yes | Appropriation Amount: $N/A |
| If not budgeted, explain funding source: N/A | |
| Was this item passed through the appropriate committee? Yes | |

**Summary**:

Attached is an intergovernmental agreement with IDOT that will provide for federal funding towards a portion of the Randall Road at IL 72 intersection improvement project. The total construction is estimated to be $10,018,658 with federal funding estimated at $7,622,700, and local agency match is estimated at $2,395,958.

Staff recommends approval.

Illinois Department of Transportation

# Joint Funding Agreement for Federally Funded Construction

## LOCAL PUBLIC AGENCY

| Local Public Agency | County | Section Number |
|---|---|---|
| County of Kane | Kane | 19-00514-00-WR |

| Fund Type | ITEP, SRTS, HSIP Number(s) | MPO Name | MPO TIP Number |
|---|---|---|---|
| STU | N/A | CMAP | 09-21-0019 |

**Construction**

| State Job Number | Project Number |
|---|---|
| C-91-201-23 | 0EIW(017) |

☐ Local Let/Day Labor ☒ Construction on State Letting ☐ Construction Engineering ☐ Utilities ☐ Railroad Work

## LOCATION

| Local Street/Road Name | Key Route | Length | Stationing From | Stationing To |
|---|---|---|---|---|
| Randall Road | FAP 0336 | 0.01 MI | 03.48 | 03.49 |

Location Termini: at IL 72 (Higgins RD)

| Current Jurisdiction | Existing Structure Number(s) | |
|---|---|---|
| County of Kane | | Remove |

## PROJECT DESCRIPTION

Adding a through lane on each side of Randall Road widening it from the existing 2 lanes in each direction to 3 lanes in each direction. Also addressing operational, capacity, and safety improvements to the intersection

| Local Public Agency | Section Number | State Job Number | Project Number |
|---|---|---|---|
| County of Kane | 19-00514-00-WR | C9120123 | 0EIW(017) |

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "**STATE**". The **STATE** and **LPA** jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "**FHWA**".

## I. GENERAL

1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The **STATE** may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the **LPA** by the **STATE** or the federal funding source, (ii) the Governor or **STATE** reserves funds, or (iii) the Governor or **STATE** determines that funds will not or may not be available for payment. The **STATE** shall provide notice, in writing, to **LPA** of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.

1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.

1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the **STATE**, the **STATE** must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the **STATE** determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the **STATE** may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the **STATE** without advance notice:

a. Pursuant to a funding failure as provided under Article 1.1.

b. If **LPA** fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

## II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the LPA's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The **LPA** certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.

2.2 Compliance with Registration Requirements. **LPA** certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is **LPA**'s responsibility to remain current with these registrations and requirements.

2.3 Bribery**.** The **LPA** certifies to the best of it's knowledge that it's officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

2.4 Bid Rigging**. LPA** certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

2.5 Debt to State. **LPA** certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the **LPA**, or its affiliate(s), is/are delinquent in the payment of any debt to the **STATE**, unless the **LPA**, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and **STATE** acknowledges the **LPA** may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

2.6 Debarment. The **LPA** certifies to the best of its knowledge and belief that it's officials:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

2.7 Construction of Fixed Works**.** The **LPA** certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, the **LPA** shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

2.8 Criminal Convictions**.** The **LPA** certifies that neither it nor any managerial agent of **LPA** has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The **LPA** further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that **STATE** shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

2.9 Improper Influence. The **LPA** certifies that no funds have been paid or will be paid by or on behalf of the **LPA** to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the **LPA** certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

2.10 Telecom Prohibition. The **LPA** certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.

2.11 Personal Conflict of Interest - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The **LPA** certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the **LPA** may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

a. the employee, officer, board member, or agent;
b. any member of his or her immediate family;
c. his or her partner; or
d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that **LPA**'s employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The **STATE** may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the **LPA** relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the **LPA** from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2.12 Organizational Conflict of Interest - The **LPA** certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or **LPA** or impair the objectivity in performing the contract work.

2.13 Accounting System. The **LPA** certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information

pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the **LPA** shall use reasonable efforts to ensure that funding streams are delineated within **LPA**'s accounting system. *See* 2 CFR 200.302.

## III. AUDIT AND RECORD RETENTION

3.1 Single Audits: The **LPA** shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, **LPA** expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), **LPA** must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the **STATE** (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA**'s fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.
Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Schedule 2) are not included in a **LPA**'s calculation of federal funds expended by the **LPA** for Single Audit purposes.

3.2 STATE Audits: The **STATE** may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auding Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The **LPA** agrees to implement any audit findings contained in the **STATE**'s authorized inspection or review, final audit, the **STATE**'s independent audit, or as a result of any duly authorized inspection or review.

3.3 Record Retention. The **LPA** shall maintain for three (3) years from the date of final project closeout by the **STATE**, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

3.4 Accessibility of Records. The **LPA** shall permit, and shall require its contractors and auditors to permit, the **STATE**, and any authorized agent of the **STATE**, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the **LPA** with regard to the Project. The **LPA** in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized **STATE** representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the **STATE**'s Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the **STATE** (including auditors), by the state of Illinois or by federal statute. The **LPA** shall cooperate fully in any such audit or inquiry.

3.5 Failure to maintain the books and records. Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the terms of this contract.

## IV. LPA FISCAL RESPONSIBILITIES

4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work

4.2 LPA Appropriation Requirement. By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.

4.3 Reimbursement Requests: For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

4.4 Financial Integrity Review and Evaluation (FIRE) program: **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

4.5 Final Invoice: The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice

may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

4.6 Project Closeout: The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result In the immediate close-out of the project and loss of further funding.

4.7 Project End Date: The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under $1,000,000 or seven (7) years for projects over $1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

## V. THE LPA AGREES

5.1 To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.

5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.

5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.

5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.

5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the **STATE** and the **FHWA.**

5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.

5.7 To regulate parking and traffic in accordance with the approved project report.

5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.

5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

5.10 For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **STATE** awarded contracts, this agreement shall be administered under the provisions of the **STATE**'S USDOT approved Disadvantaged Business Enterprise Program.

5.12 That execution of this agreement constitutes the **LPA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.

## VI. THE STATE AGREES

6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA**'s certification of compliance with Title II and III Requirements.

6.2 To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.

6.3 To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Schedule 2.

6.4 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:

a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

**SCHEDULES**

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

| | | |
|---|---|---|
| ☒ | 1. | Division of Cost |
| ☒ | 2. | Location Map |
| ☒ | 3. | Risk Assessment |
| ☒ | 4. | Attestations |
| ☒ | 5. | Resolution* |
| ☒ | 6. | Maintenance |
| ☐ | | |
| ☐ | | |
| ☐ | | |

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

| Local Public Agency | Section Number | State Job Number | Project Number |
|---|---|---|---|
| County of Kane | 19-00514-00-WR | C9120123 | 0EIW(017) |

## AGREEMENT SIGNATURES EXECUTION

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

### APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Corinne M. Pierog

Title of Official

Chairman, County Board

Signature | Date

The above signature certifies the agency's TIN number is

366006585 conducting business as a Governmental Entity.

DUNS Number 945248565

UEI JDR6EZ6HML25

### APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation | Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets | Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer | Date

Michael Prater, Chief Counsel | Date

Vicki Wilson, Chief Fiscal Officer | Date

**NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.**

☐ Please check this box to open a fillable Resolution form within this form.

## SCHEDULE NUMBER 1

| Local Public Agency | County | Section Number | State Job Number | Project Number |
|---|---|---|---|---|
| County of Kane | Kane | 19-00514-00-WR | C-91-201-23 | 0EIW(017) |

## DIVISION OF COST

| | Federal Funds | | | State Funds | | | Local Public Agency | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Type of Work | Fund Type | Amount | % | Fund Type | Amount | % | Fund Type | Amount | % | Totals |
| Participating Construction | STU | $7,622,700.00 | * | | | | Local | $2,349,032.00 | BAL | $9,971,732.00 |
| Non-Participating Construction | | | | | | | Local | $46,926.00 | 100% | $46,926.00 |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | Total | $7,622,700.00 | | Total | | | Total | $2,395,958.00 | | $10,018,658.00 |

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

* Maximum FHWA (STU) Participation 80% NTE $7,622,700
- Non-Participating Cost (material transfer device, fire hydrant & graffiti removal)

**NOTE**: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

## METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____ )

Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - **LPA's** Share Balance divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

# Randall Road at Illinois Route 72
# Intersection Improvement

0 500 1,000 2,000 3,000 4,000 Feet

0 1 Miles

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W E
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KANE COUNTY Division of Transportation

932

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## SCHEDULE NUMBER 3

| Local Public Agency | Section Number | County | State Job Number | Project Number |
|---|---|---|---|---|
| County of Kane | 19-00514-00-WR | Kane | | |

### LRS Federal Funds RISK ASSESSMENT

| Risk Factor | Description | Definition of Scale (time frames are based on LPA fiscal year) | Points |
|---|---|---|---|
| General History of Performance | Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials? | **0 points** - no significant changes in the last 4 or more years; **1 point** - minor changes, but majority of key staff and officials have not changed in the last 4 years; **2 points** - significant key staff or elected leadership changes within the last 3 years; **3 points** - significant key staff and elected leadership changes within the last 3 years | 0 |
| | What is the LPA's history with federal-aid funded transportation projects? | **0 points** - One or more federal-aid funded transportation projects initiated per year; **1 point** - At least one project initiated within the past three years; **2 points** - AT least one project initiated within the past 5 years; **3 points** - None or more than 5 years | 0 |
| | Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT? | **0 points -** Full-time employee with experience designated as being in "responsible charge"; **1 point** - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; **2 points** - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; **3 points** - LPA staff have no prior experience or technical expertise and relying solely on consultant | 0 |
| | Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required? | **0 points** - No; **1 point** - Delays of 6 or more months; **2 points** - Delays of up to 1 year; **3 points** - 1 year or more years of delay | 0 |
| Financial Controls | Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency? | **0 points** - yes; **3 points** - no | 0 |
| | What is the LPA's accounting system? | **0 points** - Automated accounting software; **1 point** - Spreadsheets; **2 points** - paper only; **3 points** - none | 0 |
| | Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management? | **0 points** - yes; **3 points** - no | 0 |
| Audits | When was the last time a financial statement audit was conducted? | **0 points** - in the past year; **1 point** - in the past two years; **2 points** - in the past three years; **3 points** - 4 years or more, or never | 0 |
| | What type of financial statement audit has the organization had conducted? | **0 points** - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; **1 point** - Financial review?; **2 points** Other type? or no audit required; **3 points** - none | 0 |
| | Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses? | **0 points** - no; **3 points** - yes, or no audits required | 0 |
| | Have the findings been resolved? | **0 points** - yes or no findings; **1 point** - in progress; **3 points** - no | 0 |

| Summary of Risk | |
|---|---|
| General History of Performance | 0 |
| Financial Controls | 0 |
| Audits | 0 |
| Total | 0 |

District Review Signature & Date

Fely Gregorio Digitally signed by Fely Gregorio Date: 2025.06.09 06:48:51 -05'00'

Central Office Review Signature & Date

Teresa Cline Digitally signed by Teresa Cline Date: 2025.06.13 17:02:32 -05'00'

Additional Requirements? ☐ Yes ☒ No

933

| Local Public Agency | Section Number | State Job Number | Project Number |
|---|---|---|---|
| County of Kane | 19-00514-00-WR | C9120123 | 0EIW(017) |

**SCHEDULE NUMBER 4**
**Attestation on Single Audit Compliance**

1. In the prior fiscal year, did County of Kane (LPA) expend more than $750,000 in federal funds in aggregate from all federal sources?

   ☒ Yes ☐ No

2. Does the County of Kane (LPA) anticipate expending more than $750,000 in federal funds in aggregate from all federal sources in the current County of Kane (LPA) fiscal year?

   ☒ Yes ☐ No

If answers to question 1 and 2 are no, please proceed to the signature section.
If answer to question 1 is yes, please answer question 3a.
If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if $750,000 or more in federal funds are expended in a single fiscal year.

   a. Has the County of Kane (LPA) performed a single audit for their previous fiscal year?

   ☒ Yes ☐ No

   i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (*see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80)*?

   ☒ Yes ☐ No

   b. For the current fiscal year, does the County of Kane (LPA) intend to comply with Subpart F of 2 CFR 200?

   ☒ Yes ☐ No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

| Name | Title | LPA |
|---|---|---|
| Michael Zakosek | County Engineer | County of Kane |

Signature & Date

Michael Zakosek

Digitally signed by Michael Zakosek
Date: 2025.06.02 15:16:46 -05'00'

**SCHEDULE #6**
An addendum to the Local Agency Agreement
**COUNTY OF KANE**
FAP 0336 / Randall Road at IL Route 72
Section No.: 19-00514-00-WR
Job No.: C-91-201-23
Kane County

CHANGES IN "AGREEMENT PROVISIONS"
UNDER "IT IS MUTUALLY AGREED":

The following items are added:

7. All traffic control equipment to be used in the traffic signal work included herein must be approved by the STATE prior to its installation. The STATE must be notified a minimum of seven (7) working days prior to the final inspection. Final inspection of the signalized intersection will be made by a representative of the STATE, and, if satisfactory, authorization for turn on will be given.

8. Upon acceptance of the traffic signal by the STATE the financial responsibility for maintenance and electrical energy for the operation of the traffic signal at the intersection shall be proportioned as follows:

| | MAINTENANCE | ELECTRICAL ENERGY |
|---|---|---|
| IL Rte 72 at Randall Rd | 100% STATE<br>0% COUNTY | 100% STATE<br>0% COUNTY |

and remain a part of the current Agreement between the Country of Kane and the STATE.

9. The actual maintenance of traffic signals at the above intersections will continued be performed by the COUNTY with its own forces or through ongoing contractual agreement.

10. The STATE retains the right to control the sequence and timing of the traffic signals and interconnect.

11. Payment by the STATE of any or all of its share of maintenance is contingent upon the STATE receiving adequate funds in its annual appropriation.

12. If, in the future, the STATE adopts a roadway or traffic signal improvement including any of the aforementioned intersection requiring modification or reconstruction to the said traffic signal, then the County of Kane hereby agrees to be financially responsible for its proportionate share in accordance with STATE policy to modernize or reconstruct said installation and will be responsible for all costs to relocate or reconstruct the Emergency Preemption equipment in conjunction with the STATE's proposed improvement.

    All costs associated with the installation, future maintenance, or replacement of non-standard Department equipment, finish or hardware shall be the sole responsibility of the County of Kane. This includes, but is not limited to, painting of the signal hardware, aesthetic poles, etc

13. Upon final field inspection of the improvement, the LPA agreed to maintain, or cause to be maintained, those portions of the improvement which are not maintained by the STATE.

14. The LPA agrees to assume responsibility for the administration, control, reconstruction, and maintenance of the sidewalks, and other appurtenances. The LPA further agrees to indemnify and hold harmless the STATE, its officers, employees, and agents from any and all claims, lawsuits, actions, costs, and fees (including reasonable attorney fees and expenses) of every

nature and description arising from, growing out of, or connected with the operation of the sidewalks, and other appurtenances.

If, in the future, the STATE adopts a roadway or traffic signal improvement on which requires modification, relocation or reconstruction to said sidewalks; and other appurtenances, then the LPA hereby agrees to be financially responsible for its proportionate share of costs to modify, relocate or reconstruct sidewalks, and other appurtenances. path in conjunction with the STATE's proposed improvement.

All provisions, conditions, restrictions, and requirements of this agreement shall be binding upon and inure to the benefit of the successors, assigns, administrators, executors or heirs of the parties hereto.

# Randall Road at Illinois Route 72
# Intersection Improvement

0 500 1,000 2,000 3,000 4,000 Feet

0 1 Miles

N W E S

KANE COUNTY Division of Transportation

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STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# RESOLUTION NO. 25-332

## CONFIRMING SUBRECIPIENTS FOR HOUSING STABILIZATION SERVICES USING EMERGENCY RENTAL ASSISTANCE PROGRAM 2 FUNDS

WHEREAS, the County of Kane, through its former Office of Community Reinvestment, has received $15,533,153.00 from the U.S. Department of Treasury through the Emergency Rental Assistance Program 2 (ERAP2); and

WHEREAS, the County of Kane, through its former Office of Community Reinvestment, had proposed to use funds available from the U.S. Department of Treasury through the Emergency Rental Assistance Program 2 (ERAP2) in Kane County listed in Appendix A; and

WHEREAS, the U.S. Department of Treasury has approved the use of ERAP2 funds for the projects listed in Appendix A; and

WHEREAS, ERAP2 funds must be obligated and eligible expenses incurred by September 30, 2025; and

WHEREAS, Kane County, through its former Office of Community Reinvestment, performed a call for proposals and has entered into subrecipient agreements with local social service agencies to provide housing stabilization and counselling services listed in Appendix A; and

WHEREAS, the former Office of Community Reinvestment has been dissolved, and the Development and Community Services Department is now responsible for administering and overseeing these projects and funds; and

WHEREAS, several of the subrecipients may not be able to expend their allocations and some subrecipients may be able to expend additional funds; and

WHEREAS, it may be in the best interest of Kane County and the subrecipients to amend the existing agreements so that the ERAP2 funds might be spent to the maximum amount; and

WHEREAS, the county may need to execute new or altered agreements to reimburse the subrecipients in appendix A for eligible documented cost previously paid with non-federal funds for households in Kane County provided such costs are withing the ERA2 Period of Performance and meet ERA2 eligibility requirements; and

WHEREAS, these funds were budgeted for FY2025 and are available in Fund 412, Emergency Rental Assistance Program #2.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman of the Kane County Board and/or the Director of the Development & Community Services Department are hereby authorized to execute additional agreements and/or amendments to existing agreements and other related documents with the agencies listed in Appendix A subject to review by the Kane County State's Attorney and to be in compliance with all State and Federal regulations.

Passed by the Kane County Board on September 9, 2025.

| | |
|---|---|
| _____ | _____ |
| John A. Cunningham, MBA, JD, JD | Corinne M. Pierog MA, MBA |
| Clerk, County Board | Chairman, County Board |
| Kane County, Illinois | Kane County, Illinois |

Vote:

# APPENDIX A

## Subrecipients for Housing Stabilization Services

| Subrecipient |
| --- |
| Community Crisis Center |
| Fox Valley Habitat for Humanity |
| Habitat for Humanity NFV |
| Lazarus House |
| The Neighbor Project |

## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

**Title**

Confirming Subrecipients for Housing Stabilization Services Using Emergency Rental Assistance Program 2 Funds

**Committee Flow:**
Executive Committee, County Board

**Contact:**
Mark VanKerkhoff, 630.232.3451

**Budget Information**:

| | |
|---|---|
| Was this item budgeted? Yes | Appropriation Amount: $600,000.00 |
| If not budgeted, explain funding source: N/A | |
| Was this item passed through the appropriate committee? No | |

**Summary**:

This resolution confirms five already approved subrecipients to use funding from the U.S. Department of Treasury through the Emergency Rental Assistance Program #2. This funding was budgeted for FY2025 and is available in Fund 412, Emergency Rental Assistance Program #2. Funding is only available until September 30, 2025. The resolution authorizes the Chairman of the Kane County Board and/or the Director of the Development & Community Services Department to execute additional agreements and/or amendments to existing agreements and other related documents with the agencies listed in Appendix A subject to review by the Kane County State's Attorney and to be in compliance with all State and Federal regulations.

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# RESOLUTION NO. 25-333

## AUTHORIZING IMRF BENEFIT PROTECTION LEAVE (NOT ATTACHED)

STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# RESOLUTION NO. 25-334

## APPROVING AND AUTHORIZING EXECUTION OF INTERGOVERNMENTAL AGREEMENT WITH MCHENRY COUNTY FOR TEMPORARY USE OF THE KANE COUNTY MORGUE AND FACILITIES AT THE KANE COUNTY CORONER'S OFFICE

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes units of local government to cooperate in the performance of their respective duties and responsibilities by contract and other agreements; and

WHEREAS, during renovations at the McHenry Coroner's Office and Morgue, the McHenry County Coroner and the Kane County Coroner desire to facilitate the McHenry County Coroner's Office's temporary use of the Kane County morgue and facilities at the Kane County Coroner's Office ("Facilities"); and

WHEREAS, the McHenry County Coroner's Office's temporary use of the Facilities is expected to conclude in early January 2026 and will not cause any disruption to the operations of the Kane County Coroner's Office; and

WHEREAS, a draft intergovernmental agreement is attached hereto and incorporated as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board approves of an intergovernmental agreement with McHenry County, attached hereto as Exhibit A, and authorizes the Kane County Board Chairman and/or the Kane County Coroner to execute such intergovernmental agreement, subject to final review and advisement of the Kane County State's Attorney's Office.

Passed by the Kane County Board on September 9, 2025.

| | |
|---|---|
| _____ | _____ |
| John A. Cunningham, MBA, JD, JD | Corinne M. Pierog MA, MBA |
| Clerk, County Board | Chairman, County Board |
| Kane County, Illinois | Kane County, Illinois |

Vote:

**INTERGOVERNMENTAL AGREEMENT**
**Between the**
**COUNTY OF KANE and the COUNTY OF MCHENRY**
**For**
**Temporary Use of Kane County Morgue and Facilities**

This Intergovernmental Agreement ("Agreement") is entered into and made effective the date of its final execution ("Effective Date"), by and between the County of Kane, a unit of local government organized and existing under the laws of the State of Illinois ("Kane County") and the County of McHenry, a unit of local government organized and existing under the laws of the State of Illinois ("McHenry County"). For purposes of this Agreement, Kane County and McHenry County may each be referred to as a "Party" and collectively as "Parties."

RECITALS:

WHEREAS, Kane County and McHenry County are units of local government within the meaning of Article VII, Section 10 of the Illinois Constitution of 1970; and

WHEREAS, Kane County and McHenry County are also public agencies within the meaning of the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq*.); and

WHEREAS, Kane County and McHenry County are authorized to contract among themselves to obtain or share services, or exercise, combine, or transfer any power or function in any manner not prohibited by law (5 ILCS 220/3); and

WHEREAS, McHenry County, by and through the McHenry County Coroner's Office, desires to use Kane County's Morgue and Facilities, located at 37W699 Illinois Route 38, St. Charles, Illinois 60175 ("Facilities"), during the remodeling and upgrades of the McHenry County Coroner's Office and Morgue; and

WHEREAS, Kane County and McHenry County have agreed to collaborate to allow for the use of the Facilities in manner to avoid any disruption to the operations of the Kane County Coroner's Office and desire to enter into an intergovernmental agreement to memorialize this collaboration.

NOW THEREFORE, for and in consideration of the mutual covenants herein the parties agree as follows:

1. **INCORPORATION OF RECITALS**: All the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.

2. **PURPOSE**: The purpose of this Agreement is to establish the collaboration whereby McHenry County and the McHenry County Coroner's Office is able to use the

Facilities during the remodeling and upgrades of the McHenry County Coroner's Office and Morgue, which are expected to be completed in January 2026.

3. **AGREEMENT TERM**: The term of this Agreement shall commence on the Effective Date and shall continue for six (6) months, unless otherwise terminated in accordance with section 6 of the Agreement. The term may be extended for an additional six (6) upon mutual written agreement by the Parties.

4. **SCOPE OF SERVICES**: McHenry County will be allowed to use the Facilities to conduct autopsies on Tuesdays and Thursdays during the term of this Agreement, subject to scheduling needs, holidays, or changes in caseload. Any deviation from this schedule shall be coordinated between the Parties with as much notice as reasonably practicable under the circumstances. The receipt of decedents will be communicated by deputies, office personnel, and when necessary, by the Chief Deputies of the respective office or either Dr. Michael R. Rein, McHenry County Coroner, or Dr. Monica Silva, Kane County Coroner. Communications regarding any organ and tissue donations will follow the same protocol.

   In consideration for usage of the Facilities, McHenry County has agreed to pay Kane County the following amounts:

| Service | Amount Due |
|---|---|
| X-Rays/Tech | $350.00/body |
| Morgue Rental | $350.00 (per autopsy day) |
| Morgue Tech | $275.00/autopsy |
| Storage | $25.00/day (after 7 days) |
| Refrigeration | $50/body (for first 7 days) |
| Freezer | $80.00/body (per week) |

   Amounts will be invoiced by the Kane County Coroner's Office and paid by McHenry County in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq*.

5. **MUTUAL INDEMNIFICATION**: To the extent expressly authorized by state law, the Parties agree to indemnify and hold the other and their respective officers, employees, and agents harmless from any liability, claim, demand, judgment, or costs, including reasonable attorney's fees, arising out of their own actions under or in connection with the Agreement. Nothing in this Agreement shall be construed as a waiver of any immunities of defenses available under law.

6. **TERMINATION**: Either Party may terminate this Agreement at any time with thirty (30) days written notice to the other. This Agreement may also be terminated as of a date stipulated by the Parties in writing.

7. **COMPLIANCE WITH LAWS**: Parties shall comply with any and all federal and state laws, rules, and regulations in the performance of this Agreement.

8. **NOTICE**: Any notice required or permitted to be given hereunder shall be in writing an shall be deemed given: (i) when delivered personally to the individual designated below; (ii) on the date sent if transmitted by electronic mail (with confirmation by hard copy to follow by mail); or (iii) on the third business day after sent by registered or certified mail, postage prepaid, addressed as follows:

   TO KANE COUNTY:
   Contact: Dr. Monica Silva
   Address: 37W699 IL Route 38, St. Charles, IL 60175
   Phone: 630-232-3535
   E-mail: SilvaMonica@KaneCountyIL.gov

   TO MCHENRY COUNTY:
   Contact:
   Address:
   Phone:
   E-mail:

9. **SEVERABILITY**: In the event any portion of this Agreement is deemed to be invalid or unenforceable, such portion shall be deemed severed and the parties agree that the remaining portions of this Agreement shall remain in full force and effect.

10. **ASSIGNMENT**: Neither party may assign or otherwise transfer this Agreement without the written consent of the other party. This Agreement shall inure to the benefit of and bind the parties hereto and their respective legal representatives, successors and assigns.

11. **GOVERNING LAW AND VENUE**: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and venue shall be exclusively found in the 16th Judicial Circuit Court in the State of Illinois.

12. **ENTIRE AGREEMENT**: This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and the Agreement shall be amended only in writing signed by both parties.

13. **COUNTERPARTS**: This Agreement may be executed in counterparts in the same form and such parts so executed shall together form one original document and be read and construed as if one copy of the Agreement had been executed.

DRAFT

14. **RELATIONSHIP OF PARTIES**: The Parties shall retain their rights, privileges, powers, and functions as autonomous entities. Except as expressly provided in this Agreement, no actions taken by either Party, or by its officers, employees or agents, pursuant to this Agreement shall be deemed to constitute actions of the other Party or of its officers, employees or agents, nor shall any such actions be deemed to constitute either Party as the employee, agent or representative of the other Party, nor shall any such actions be construed to place the Parties in a relationship of partners, joint ventures, principal and agent, or employer and employee, or shall be deemed to confer upon either Party any express or implied power, right, or authority to enter into any agreement or commitment, express or implied, or to incur any obligation or liability on behalf of the other Party.

15. **NO THIRD-PARTY BENEFICIARIES**: This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

16. **WAIVER**: The waiver by one Party of any breach of this Agreement or the failure of one Party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance and shall not be deemed to be a waiver of any future breach or a waiver of any provision of this Agreement.

17. **HEADINGS**: The headings, captions, and numbering system of this Agreement are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of this Agreement.

18. **AUTHORITY**: Kane County and McHenry County each hereby warrant and represent that their respective signatures set forth below have been, and are on the Effective Date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

[*Signature Page Follows*]

DRAFT

**IN WITNESS WHEREOF**, the Parties have executed this Agreement effective on the date last written below.

COUNTY OF KANE, ILLINOIS

By:_____
Title:
Date:

COUNTY OF MCHENRY, ILLINOIS

By:_____
Title:
Date:

DRAFT

## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

**Title**

Approving and Authorizing Execution of Intergovernmental Agreement with McHenry County for Temporary Use of the Kane County Morgue and Facilities at the Kane County Coroner's Office

**Committee Flow:**
County Board

**Contact:**
Monica Silva, 630.232.3535

**Budget Information**:

| | |
|---|---|
| Was this item budgeted? N/A | Appropriation Amount: $N/A |
| If not budgeted, explain funding source: N/A | |
| Was this item passed through the appropriate committee? No | |

**Summary**:

This resolution approves and authorizes the execution of an intergovernmental agreement with McHenry County for the temporary use of the Kane County Morgue and Facilities ("Facilities"). The temporary use of the Facilities is expected to conclude in early January 2026 and will not cause any disruption to the operations of the Kane County Coroner's Office.

Docusign Envelope ID: ED0D2B67-9C96-4597-B231-B7EE13AC202E

Illinois Children's Healthcare Foundation

1200 Jorie Blvd., Ste 301
Oak Brook, IL 60523
(p) 630.571.2555 • www.ilchf.org

May 6, 2025

E-mail: isaacsonmichael@kanecountyIL.gov
Mr. Michael Isaacson
Executive Director
Kane County Health Department
1240 N Highland Ave.
Aurora, IL 60506-1455

Re: Grant #1904

Dear Mr. Isaacson:

In November 2024, the Illinois Children's Healthcare Foundation ("ILCHF") Board of Directors approved a grant to Kane County Health Department ("Grantee"), subject to the terms and conditions set forth in the November 2024 letter agreement (the "Agreement"), in an amount of $150,000 to implement its "Empowered Families, Stronger Communities through a Family Run Organization project (the "Project") for the period of 1/1/2025 to 7/31/2026 (the "Grant Term").

In January 2025 the Agreement was amended (hereinafter "the January 2025 Amendment"). This letter serves as a second amendment to the Agreement (hereinafter "the Second Amendment"). The Second Amendment supersedes the January 2025 Amendment. In all respects, other than those identified herein, the Agreement remains unchanged.

Based upon the current work of the Grantee and developing circumstances related to that work, the schedule for final payment scheduled for this grant will be amended as follows:

1. Final Payment of Grant Funds. Subject to prior receipt by ILCHF of a countersigned copy of this Second Amendment signed by the authorized officers of Kane County Health Department and subject to all other terms and conditions of the Agreement, **ILCHF will make a final payment of Grant funds in the amount of $100,000 on or before June 6, 2025.**

The amendment to the final payment schedule is in support of **[Kane County Health Department's]** ability to access ILCHF grant funds necessary to successfully implement the FRO planning grant.

If the Grantee is in agreement with the amended terms of this Grant, please indicate agreement to such terms and conditions by having this Second Amendment countersigned by the appropriate officers of Grantee and returned to Nedranae Hunt, Senior Manager of Grants and Administration at nedranaehunt@ilchf.org on or before **May 15, 2025.**

Docusign Envelope ID: ED0D2B67-9C96-4597-B231-B7EE13AC202E



We look forward to our continued work with you.

Sincerely,

Illinois Children's Healthcare Foundation

By: DocuSigned by: Heather Higgins Alderman 0DCDD668EBE845A...
Heather Higgins Alderman, President & CEO

ACCEPTED AND AGREED:

**Kane County Health Department**

| **Organization CEO/Executive Director/ Department Head** | **Chair of the Board of Organization/ Board Designated Official** |
|---|---|
| By: _____ | _____ |
| Printed Name | Printed Name |
| _____ | _____ |
| Signature | Signature |
| Title: _____ | _____ |
| Date: _____ | _____ |
| E-mail: _____ | _____ |

**Notification of payment should be sent to:**

Name: _____

Title: _____

Address: _____

City/St/Zip: _____

E-mail: _____

Telephone: _____