

## Equalis Group Contract Information Sheet

### Contract Information

Awarded Vendor:	EPIC Business Essentials, LLC
Contract Number:	R10-1171A
Effective Date:	November 1, 2024
Initial Term Expiration Date:	October 31, 2027
Renewable Through:	October 31, 2029

### RFP Process Information

RFP Number:	RFP R10-1171
RFP Title:	Online Marketplace and E-Commerce Purchasing Solutions
Dates Advertised:	August 2 & 9, 2024
# of Vendors that Requested RFP:	91
Questions Due:	August 22, 2024
Public Bid Opening Date and Time:	August 30, 2024, 2 pm CT
# of Responses Submitted:	8
Number of Awarded Vendors:	3
Date of Board Approval:	October 16, 2024

### Evaluation Criteria

Products/Pricing (30 Points)
Performance Capability (25 Points)
Qualifications and Experience (25 Points)
MWBE Status/Programs (10 Points)
Commitment to Members (10 Points)

### Summary

Region 10 Education Service Center solicited RFP R10-1171 in accordance with Texas State procurement laws as outlined in TEC 44.031. As stated in the RFP, this solicitation was to result in one or more cooperative (commonly known as “piggybackable”) contracts for use by Equalis Group members in addition to Region 10 ESC. In reviewing responses, Region 10 ESC determined that a multiple award was justified to satisfy the needs of a diverse national membership as outlined in the RFP.

### Contract Features:

- There is no fee to public agencies for membership in Equalis Group or the usage of Equalis Group contracts.
- This procurement followed all the guidelines of 2 CFR 200 (commonly known as Uniform Guidance or “EDGAR” requirements in Texas), which explicitly encourages the use of cooperative purchasing to increase efficiencies (2 CFR 200.318e). Agencies using the contract should still conduct their own Cost/Price Analysis in compliance with 2 CFR 200.324a.
- In order to utilize the contract, agencies must reference the contract on their PO or other official purchase documentation to connect their individual purchase with Region 10’s public competitive solicitation process.

For any questions or concerns, please contact:

Clint Pechacek, Purchasing Consultant, [clint.pechacek@region10.org](mailto:clint.pechacek@region10.org), 972-348-1184

Kyle Gullett, Texas Regional Director, [kgullett@equalisgroup.org](mailto:kgullett@equalisgroup.org), 469-773-8273

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

## VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form (“Contract”) is made as of November 1, 2024, by and between EPIC Business Essentials, LLC (“Vendor”) and Region 10 Education Service Center (“Region 10 ESC”) for the purchase of Online Marketplace and E-Commerce Purchasing Solutions (“the products and services”).*

### RECITALS

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

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

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

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

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

## 1. ARTICLE 1 – GENERAL TERMS AND CONDITIONS

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

- 1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.
- 1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

## 2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

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

## 3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

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

## 4. ARTICLE 4 – FORMATION OF CONTRACT

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

4.6 **Order of precedence**: In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

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

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

## 5. ARTICLE 5 – TERMINATION OF CONTRACT

5.1 **Cancellation for cause**: If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. If such event does occur, then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed.

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

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

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

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

claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

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

## 6. ARTICLE 6 – LICENSES

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

## 7. ARTICLE 7 – DELIVERY PROVISIONS

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

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

- 7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.
- 7.4 **Shipping Instructions:** Each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, and delivered in the place and time designated by the participating Member in their Purchase Order or by other mutual agreement.
- 7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.
- 7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating Member. The prime contractor will negotiate with the participating Member for the recovery of damages related to expenses incurred by the vendor for a delay for which the Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

## 8. ARTICLE 8 – BILLING AND REPORTING

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

## 9. ARTICLE 9 – PRICING

- 9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Region 10 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 manufacture documentation, or a formal cost justification letter.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

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

- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Vendor shall offer Region 10 ESC any published price reduction during the contract period.

- 9.5 **Prevailing Wage**: It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees**: The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement. All pricing submitted to Region 10 shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.
- 9.7 **Price Calculation**: Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

## 10. ARTICLE 10 – PRICING AUDIT

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

## 11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS

- 11.1 **Current products**: Proposals shall be for products and services in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products**: If a product or model is discontinued, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services**: New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.

- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement:** Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.
- 11.8 **Domestic preference:** Region 10 ESC prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States.

## 12. ARTICLE 12 – INTELLECTUAL PROPERTY AND DATA REQUIREMENTS

- 12.1 **Intellectual Property Rights:** Vendor owns all rights to its intellectual property associated with the software and/or services made available through this Contract. Vendor represents that it has all intellectual property rights necessary to enter into and perform its obligations under this Contract. Vendor warrants that the Member will have use of any intellectual property contemplated by the Contract free and clear of claims of any nature by any third party including copyright or patent infringement, and that Vendor will indemnify the Member for any related infringement claims. All rights including all intellectual property rights in and to Member data will remain the sole and exclusive property of the Member.
- 12.2 **End-of-Service Transition:** When software service to a Member is discontinued, Vendor must ensure that all Member Data is securely returned, transferred, or destroyed as directed by the Member. Transfer of data must occur within a reasonable period of time, without significant interruption in service, and in the manner or format in which the data was provided. Vendor must use transfer methods that enable the Member to access and use Member's data and which are reasonably compatible with Member's systems. If data destruction is requested by the Member, Vendor must securely destroy all Member data in its possession and in the possession of any subcontractors or agents to which the Vendor might have transferred Member data.
- 12.3 **Data Security:** Vendor must implement and maintain reasonable security procedures and practices designed to protect Member data from unauthorized access, deletion, use, modification, or disclosure. Vendor must store and process Member data in accordance with standard commercial practices, including appropriate administrative, physical, and technical safeguards to secure it from unauthorized access, disclosure, alteration, and use. Security measures must be no less protective than those used to secure Vendor's own data of a similar type, and in no event less than reasonable measures in view of the type and nature of the data involved.
- 12.4 **Security Breach:** In the event of a security breach potentially involving the Member's data, Vendor must notify the Member and Region 10 ESC of the breach immediately and must fully investigate the incident and cooperate fully with the Member's investigation of and response to the security incident. Vendor will reimburse the Member for all costs incurred by the Member in investigation and remediation of any security breach caused by the Vendor or subcontractors, including providing notification to individuals whose Personally Identifiable Information (PII) was compromised and to regulatory agencies or other entities as required by law or contract, providing one year's credit

monitoring to the affected individuals, and the payment of legal fees, audit costs, fines, and other fees imposed against the Member as a result of the security breach.

- 12.5 **Data Privacy:** Vendor may use Member data only for fulfilling its duties under the Contract. Vendor may not share Member data with or disclose it to any third party without the prior written consent of the Member, except as required by law. Vendor may not use or sell Member data for marketing, advertising, or commercial purposes. Vendor agrees to assist Member in maintaining the privacy of Member data as may be required by State and Federal law, including but not limited to FERPA, PRR, IDEA, and COPPA. Vendor may provide access to Member data only to its employees and subcontractors who need to access the data to fulfill Vendor's obligations under the Contract. Vendor must ensure that employees and subcontractors who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions included in the Contract.
- 12.6 **Use of Data:** Vendor may not use Member data for purposes of development, research, or product improvement without the express written consent of the Member. All Member data used for such purposes must be de-identified. This prohibition should be understood to include usage of Member data, behavior, or other input to train large language models and other machine-learning tools commonly referred to as "artificial intelligence" or "AI".
- 12.7 **Confidentiality:** Nothing in the Contract should be construed as prohibiting the Member from disclosing any information related to the Contract or related products and services in accordance with applicable law, including court order, subpoena, and the Texas Public Information Act.

### 13. ARTICLE 13 – MISCELLANEOUS

- 13.1 **Funding Out/Non-Appropriation Clause:** Any/all contracts exceeding one (1) year will contain a standard non-appropriation clause. Renewal of contracts will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The governing board of any member using the contract retains the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract.
- 13.2 **Disclosures:** Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- 13.2.1 Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in Equalis Group.
- 13.2.2 Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- 13.3 **Indemnity:** Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating Member.

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

[Signatures follow on Signature Form]

## PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses to the General Terms and Conditions:

We take no exceptions/deviations to the general terms and conditions

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

**X** We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

Below are the General Terms and Conditions to which EPIC Business Essentials would like to deviate:

### ARTICLE 8 – BILLING AND REPORTING

**Payments:** The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

**Deviation:** *As the nation's largest network of ~800 independent dealer members with ~1600 locations across the United States who are mostly certified small businesses, EPIC Business Essentials dealer members are a critical component in receiving purchase orders, processing, handling and shipping the products/service to the end user; invoicing and receiving payments from participating entity using the contract.*

### ARTICLE 9 – PRICING

**Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement.

**Deviation:** *No administrative fee is stipulated in the Equalis Group Administration Agreement. EPIC Business Essentials reserves the right to agree to pay an administrative fees until after a percentage (%) is mutually agreed upon.*

### ATTACHMENT A:/ APPENDIX A: WINNING SUPPLIER REPORTING REQUIREMENTS

**Spend Data to include Distributor Landed Cost Total \$ (without deviations) and Distributor Landed Cost Total \$ (with Mfg deviations)**

**Deviation:** *Our network of independent dealers that comprise Independent Suppliers Group, the nation's largest network of independent dealers and parent company to EPIC Business Essentials, will be involved in processing, handling and shipping the products/service to the end user. We do not have a method to gather this level of detail from our individual member dealers.*

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*

**PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM**

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

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

Company name EPIC Business Essentials  
Address 5600 N. River Road  
City/State/Zip Rosemont, IL 60018  
Telephone No. 772-453-0959  
Fax No.  
Email address dercoli@epicbe.com  
Printed name Dante P Ercoli  
Position with company Managing Director  
Authorized signature 

**Term of contract** November 1, 2024 to October 31, 2027

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

  
\_\_\_\_\_  
Region 10 ESC Authorized Agent

Oct 21, 2024  
\_\_\_\_\_  
Date

Dr. Rickey Williams  
\_\_\_\_\_  
Print Name

**Equalis Group Contract Number** R10-1171A



**SUBMITTAL FOR PROPOSAL #R10-1171 FOR:  
Online Marketplace and E-Commerce  
Purchasing Solutions**

August 29, 2024

**EDUCATION SERVICE CENTER, REGION 10**

400 E Spring Valley Rd  
Richardson, TX 75081  
Telephone: (972) 348-1184



Publication date

08/02/2024

Product or service

Online Marketplace and E-Commerce Purchasing Solutions

**RFP #**

**R10-1171**

Proposal due date

08/30/2024

Proposal submittal location

<https://region10.bonfirehub.com/portal/?tab=login>



August 29, 2024

Region 10 Education Service Center

RE: Solicitation Number: R10-1171

EPIC Business Essentials, owned by Independent Suppliers Group, a unique member-owned organization, has the national capabilities to provide Office Supply, School Supply, Janitorial Supply, Breakroom Supplies, Maintenance Repair and Operations Supplies, Office Furniture, Information Technologies Services and more to all public agencies and government buyers throughout the United States.

Utilizing our dealer member network representing ~95% of the nations' independent office and related products dealers, including members of other office products dealer national sales networks, and many of which are socio-economic disadvantaged office supplies dealerships nationwide; EPIC Business Essentials can provide a local personal customer service experience along with sales and service from relationships found right in the local communities Region 10 ESC and Equalis Group already serve. Combining that with the strength of the largest North American wholesalers' distribution, delivery and customized online ordering/service platform; EPIC Business Essentials has the greatest capability of executing a successful contract for Region 10 ESC and Equalis Group.

Our proposal includes:

- **Personalized service** provided by ~800 locally owned office supply dealerships, many of which have over 100 years in the office supply industry. These community-ingrained organizations provide employment opportunities for the members of the communities in which they reside, they are community leaders and contribute to the economic well-being of the community as a whole.
- **98% fill rate** of over 20,000 stocked items in 50 distribution centers and 99.6% on-time delivery rate.
- **Competitive pricing** using the cooperative buying power of our members' \$11B+ in end user sales and partnership with North America's largest office supply wholesalers.
- **Green products** and initiatives to further our commitment to the planet.
- **Customized EPIC web platform** for ordering, service, returns and reporting.
- **Option for agencies to use our local dealer web platforms** for ordering when this option is convenient or desired by the public agency, and to take advantage of our members' socio-economic designations.
- **Centralized billing** and reporting using the web eCommerce based platform customizable on demand interface.
- **Consistency in all facets;** Order Entry/Placement, Pricing, Packaging, Invoicing, Delivery, Customer Service, overall program management and implementation.

In submitting our proposal, we have reviewed the bid packet including any/all revisions and understand all requirements and accept all conditions of the RFP as described in our proposal response. EPIC Business Essentials commits ourselves to the prices, products and services in this response.

By signing below, I guarantee, to the best of my ability, the truth and accuracy of all statements made within our proposal.

We welcome any questions you may have and look forward to hearing from you very soon. Sincerely,

A handwritten signature in blue ink that reads "Dante P. Ercoli".

Dante P Ercoli/ Managing Director



## **MASTER AGREEMENT**

The purpose of Region 10 ESC soliciting this Request for Proposal is to create a Master Agreement for Online Marketplace and E-Commerce Purchasing Solutions for use by public agencies supported under this contract ("Members"). Region 10 ESC, as the Lead Agency (as defined in Section Three; Attachment A, Equalis Group Administrative Agreement), has come together with Equalis Group to make the resultant contract (also known as the "Master Agreement") from this Request for Proposal available to other public agencies, including county, city, state, special district, local government, school district, private K-12 school, higher education institution, other government agency or non-profit organization ("Public Agencies"), for the public benefit through the Equalis Group's cooperative purchasing program. Region 10 ESC will serve as the contracting agency for any other Public Agency that elects to access the resulting Master Agreement. This process may be referred to as "piggybacking", "cooperative purchasing", "joint powers", or other terminology depending on the specific state or agency location.

The use of the Master Agreement by any Public Agency is preceded by its registration with Equalis Group as a Participating Public Agency in Equalis Group's cooperative purchasing program, and by using the Master Agreement, any such Public Agency agrees that it is registered with Equalis Group, whether pursuant to the terms of a Master Intergovernmental Purchasing Cooperative Agreement, which can be accessed at <https://equalisgroup.org/member-registration/>, or as otherwise agreed to. Attachment A contains additional information on Equalis Group and the cooperative purchasing program. Equalis Group provides marketing and administrative support for the awarded vendor ("Supplier") that promotes the successful vendors' products and services to the Participating Public Agencies nationwide.

Participating Public Agencies benefit from pricing based on aggregate spending and the convenience of a contract that has already been advertised and competitively awarded. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to multiple competitive solicitations.



**REQUEST FOR PROPOSAL #R10-1171 FOR:  
Online Marketplace and E-Commerce  
Purchasing Solutions**

**Section Two:**  
Proposal Submission, Questionnaire and  
Required Forms

# Proposal Form Checklist

## The following documents must be submitted with the Proposal

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

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

PROPOSAL FORM 1: ATTACHMENT B - PRICING

### QUESTIONNAIRE & EVALUATION CRITERIA:

PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

### OTHER REQUIRED PROPOSAL FORMS:

- PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES
- PROPOSAL FORM 4: CLEAN AIR AND WATER ACT
- PROPOSAL FORM 5: DEBARMENT NOTICE
- PROPOSAL FORM 6: LOBBYING CERTIFICATION
- PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS
- PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS
- PROPOSAL FROM 9: IMPLEMENTATION OF HOUSE BILL 1295
- PROPOSAL FROM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION
- PROPOSAL FORM 11: RESIDENT CERTIFICATION
- PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM
- PROPOSAL FORM 13: FEMA REQUIREMENS
- PROPOSAL FORM 14: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS
- PROPOSAL FORM 15: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)
- PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT
- PROPOSAL FORM 17: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)
- PROPOSAL FORM 18: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
- PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION
- PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM
- PROPOSAL FORM 21: EQUALIS GROUP ADMINISTRATION AGREEMENT
- PROPOSAL FORM 22: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE
- PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM

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**PROPOSAL FORM 1: ATTACHMENT B – PRICING**

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

**EPIC Business Essentials has completed Attachment B submitted under separate Excel form.**

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## PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

### Instructions:

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

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

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

Evaluation Criteria	Question	Answer
<b>Basic Information</b>		
Required information for notification of RFP results	<i>What is your company's official registered name?</i>	EPIC Business Essentials, LLC.
	<i>What is the mailing address of your company's headquarters?</i>	5600 North River Road, suite 700, Rosemont, IL 60018
	<i>Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.</i>	Dante P. Ercoli Managing Director <a href="mailto:dercoli@epicbe.com">dercoli@epicbe.com</a> 772-453-0959
<b>Products/Pricing (30 Points)</b>		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Competitive pricing for all available products and services, including warranties if applicable	<i>Does pricing submitted include the required administrative fee?</i>	Pricing submitted includes an estimated 2.5% Equalis Group administrative fee, however an exact fee was not identified within the RFP documentation, only referenced "to be negotiated". (see Appendix C/ Financial Terms)
	<i>Does pricing submitted include shipping costs? If not, are shipping costs addressed elsewhere in your pricing?</i>	Pricing submitted includes standard shipping costs, however special shipping conditions and associated additional costs will be determined between the EPIC Business Essentials servicing independent dealer and the end user Public entity.
	<i>Do you offer any other promotions or incentives for customers? If yes, please describe.</i>	Hot List Pricing  Since all public agencies are unique in their office supply needs, EPIC Business Essentials will customize pricing to Region 10 (ESC) public agency members on a Hot List market basket up to 500 items, in addition to the core list Customized Market

		<p>Basket, and non-core list standard items. These items will be set as a custom contract list, individualized to meet the needs of Region 10 (ESC) members' purchasing usage.</p> <p>Additional Rebate Program  EPIC Business Essentials will offer a special Point of Sale rebate program to agencies that purchase more than \$25,000 annually and choose our Optimized Delivery program. When Public Agencies choose Optimized Delivery, they opt out of EPIC Business Essentials' traditionally mandated daily next day deliveries on all products and services, instead allowing for consolidated delivery during one (1) or two (2) days per week. If the agency chooses one (1) day a week delivery, the agency will receive a 1% reduction on their invoice. If the agency chooses two (2) day a week delivery, the agency will receive a 0.5% reduction on their invoice. The optimized delivery program extends directly from the EPIC Business Essential local dealer to the Region 10 ESC member.</p>
Ability of Customers to verify that they received contract pricing	<i>Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?</i>	The EPIC ORDER POINT will clearly identify Contract Items and will be updated in real time based on approval from Region 10 of new Pricing or Products. The EPIC ORDER POINT site allows the User to see all items on contract and filter their purchases within those items only. Item Keyword enables Contract Items to display first.
	<i>Does your platform have the ability to run verifications of historical pricing to ensure agencies received correct pricing at time of purchase? If so, please outline the price verification process.</i>	The EPIC ORDER POINT identification of Contract Pricing is clearly identified online and on the Subsequent Invoice for ease of identification. If a customer places an order (Checkout) and it enters the APPROVAL Process the original Price will be retained even if the item price changes during the Approval Process. If an approver modifies the order by adding item, the item will be charged at the current price. If a Customer Saves a cart, it will be reprocessed, and the new prices updated at time of checkout.
Payment methods	<i>Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments</i>	Our standard Terms are NET30 to customers. Credit Cards allowed are Visa, Mastercard and AMEX. When a customer checks out the cart is Authorized, and the Credit Card is only Charged once the product has shipped. Our Standard process is to provide a Credit Card receipt via email. EPIC does offer the option to allow a non-credit card holder to Shop and Checkout and a Final Approval apply a Credit Card before the order is released for fulfillment.
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
<b>Performance Capability (25 Points)</b>		
Marketplace features and capabilities	<i>Please provide a high-level overview of the products and/or product groups that are available through the offered marketplace and e-commerce solution.</i>	<p>The EPIC ORDER POINT has a product offering of over 80K Items.</p> <p>EPIC Business Essentials, our dealer members and our supplier partners have over 100 years of experience in providing customized solutions to our customers, including the following categories:</p> <ul style="list-style-type: none"> <li>• Office Supplies including copy paper, ink/toner and general supplies</li> <li>• Office Furniture</li> <li>• Managed Print Services</li> <li>• Coffee and Breakroom Services</li> <li>• Office Equipment and Technology</li> <li>• Promotional Products and Advertising Items</li> <li>• Copy and Print Services</li> </ul>

	<ul style="list-style-type: none"> <li>• Document Management</li> <li>• Janitorial and Cleaning Supplies</li> <li>• Maintenance, Repair and Operations Supplies</li> <li>• School Supplies</li> </ul>
<i>Outline platform search capabilities such as filter and sorting options, auto-suggestions, and AI integrations.</i>	The EPIC ORDER POINT System has a very robust Keyword search that allows the user to drill down to needed products based on product attributes. We also have a complete Taxonomy of products by Category that allows the user to see multiple options within the Subcategories. The System does have the ability to offer alternatives based on like items or previously purchased together. As mentioned above we publish the Contract list in a favorite list that can be filtered by keyword or category. The User has the option to create their own favorite lists for ease of subsequent ordering. Also mentioned above we have Contract Item first in search based on Keyword search this allows the user to shop for the best value and remain compliant with contract guidelines.
<i>Outline any multilingual support your platform offers.</i>	The EPIC ORDER POINT does not currently support Multilanguage. The current offering is English only, however the option to add multilingual support is available as we grow our user base.
<i>Describe the data analytics and visualization capabilities of your platform.</i>	The EPIC ORDER POINT does not currently support data analytics or visualization within the platform. Data is available offline by request. The option to add analytic functions is available as we grow our user base.
<i>Describe any tools your software has for communicating with internal and external stakeholders and responding to feedback in real time.</i>	The EPIC ORDER POINT does not currently support any product reviews or feedback within the application. The option to add this enhanced functionality is available as we grow our user base.
<i>Outline any spend analysis and/or customizable purchasing report features.</i>	The EPIC ORDER POINT system allows for robust reports and spend analysis based on customer needs.
<i>Identify any mobile or smart device applications.</i>	Currently the EPIC Order Point system does not offer a Mobile smart device application, however the option to add this enhanced functionality is available as we grow our user base.
<i>Outline measures in place to ensure accuracy of marketplace listings and appropriate inventory levels.</i>	The EPIC ORDER POINT System does not currently offer inventory level data however the option to add this enhanced functionality is available as we grow our user base.
<i>Identify subscription options available for recurring orders.</i>	The EPIC ORDER POINT System does not currently offer Subscription for reoccurring orders however the option to add this enhanced functionality is available as we grow our user base.
<i>List the number and location of offices or service centers for all states being proposed in solicitation. Additionally, if your company does not offer all products and services in all 50 states, please describe any geographical limitations on any product or service offered.</i>	<p>EPIC Business Essentials has ~800 independent dealer members with ~1,600 locations across the United States who are mostly certified small businesses, including those who are certified as 8a Certified, HUB Zone Small, Service-Disabled Veteran-Owned Small, Veteran-Owned Small Business, Women Owned and Minority Owned businesses.</p> <p>EPIC Business Essentials works with both major industry wholesalers (Essendant and SP Richards) which offer ~50 distribution centers across the nation. Combining these major distribution centers with our ~800 independent dealer members and their ~1,600 service locations allows us to easily deliver across the entire nation. Remote areas where we may not have a local dealer would be handled via a drop ship program for guaranteed next day delivery.</p> <p>(SEE EXHIBIT A)</p>

	<p><i>Outline any value-added capabilities not already addressed.</i></p>	<p>EPIC Business Essentials, as a value-added cooperative of ~800 independent office supply dealers across the nation, occupies a unique position in the office supply industry. We are able to simultaneously offer nationwide best pricing and the service and attention to detail of local, community-focused dealers. EPIC Business Essentials bridges the gap between local relationships and national buying power, between community growth and nationwide access, between the people you know and trust and the services you depend on.</p> <p>As a cooperative of independent dealers, our very existence supports the local communities of our members, making EPIC Business Essentials the furthest thing from a big-box megastore. Our dealer members include businesses owned by individuals that reflect the varied faces of America: Service-Disabled, Veteran- Owned, Women-Owned and Minority-Owned businesses, as well as HUB Zone Small businesses. Wherever a customer lives, chances are that EPIC Business Essentials has a member in their area, upholding their community and values, and working hard to keep their community healthy.</p> <p>Our members set us apart from the megastores as well. Built of a network of local dealers, EPIC Business Essentials is able to provide customer service due to friends and neighbors, not faceless electronic accounts. We go the extra mile for our customers because they belong to our own communities. The relationships we build with our customers last for decades. Our members already receive extensive and thoroughgoing sales training and certification on how to properly present and sell national contracts to public agencies in their markets, leveraging their existing relationships and close community ties. Sales are personal for our members, and their engagement outshines the megastores at every turn. Through our existing national contracts, EPIC Business Essentials has implemented aggressive sales strategy inspired by embracing our sales accelerator mentality. Our dealer members will receive comprehensive and personalized support from within the EPIC Business Essentials organization to ensure that they reach stretch sales goals, along with tailored marketing, lead generation and sales mentoring.</p>
<p>Customer implementation and support plan</p>	<p><i>Describe your company's implementation and training plan for new customers, including a general timeline for implementation services.</i></p>	<p>EPIC Business Essentials has an extensive 90-day implementation program for new accounts which combines the best of our team strengths outlined in this response. All processes are documented and reviewed throughout the EPIC Business Essentials organization, and our team will work with Equalis to ensure we meet and exceed all preset rollout plans and requirements. The first 90 days following award of the Master Agreement will see mobilization of the entire EPIC Business Essentials team. We will work closely with Equalis and their membership to continue our marketing and sales plans well beyond the first 90 days, to ensure not only a successful launch, but a sustained and aggressive sales growth plan throughout the years of our agreement.</p> <p>Ten days</p> <p>Within three days of award, EPIC Business Essentials will issue statements of endorsement from executive leadership directly to our network of over ~800 participating members as our primary go-to-market strategy for public sector sales. Within five days, EPIC Business Essentials will issue joint endorsement with the leadership of our parent organization, Independent Suppliers Group, to our combined network of ~800 members detailing our committed sponsorship of the Master Agreement as a critical public sector cooperative contract.</p>

		<p>Thirty to Sixty Days</p> <p>Within thirty days, EPIC Business Essentials will develop and deploy co-branded training and educational materials to our national network of members, followed by extensive webinars and in-person training in public agency account acquisition. A dedicated and well-versed national sales team composed of our independent dealer members will be developed, leveraging the full support of our team, including in-person attendance at member sales meetings. Within sixty days, EPIC Business Essentials will build a co-branded web page on our dealer-facing website in consultation with the Equalis team, illustrating our go-to-market strategy to employ the Master Agreement, as well as presenting in-depth explanatory and training materials for our dealer community and the wider Independent Dealer Channel.</p> <p>Ninety Days</p> <p>Within ninety days, EPIC Business Essentials will host meetings with our network of members, promoting the Master Agreements as the cornerstone of our public sector strategy. Equalis will be invited to co-host training events alongside EPIC Business Essentials' Managing Director (Dante Ercoli) to directly address questions and educate our members in Public Agency sales and strategy. An implementation plan will be documented and benchmarked, with full transparency granted to Equalis and Region 10(ESC).</p>
	<i>Outline what ongoing training and consulting support is available to customers.</i>	Supplementing the ongoing personal connection our independent dealers deliver to our customers, EPIC ORDER POINT does have the ability to publish a customer centric training guide that outlines the specified customers Policy and Procedures.
	<i>Outline the ability to implement sub accounts for multi-departmental access.</i>	EPIC ORDER POINT allows for Allocation by Multiple Account, Cost Center Allocation at the Order Level and Segmentation or Budgeting at the Line Level.
Response to emergency orders	<i>Describe the type of emergency orders or requests your organization typically receives and how you respond to those requests.</i>	<p>EPIC ORDER POINT has online request quotes that is sent directly to the assigned local independent dealer servicing the customer. This quote can be turned into an order all online.</p> <p>Many of our local servicing dealers also maintain storefronts and will be happy to help with emergency orders. Call or stop by a dealership and they can help meet customer needs. If a customer needs something that is in stock, we will do what we can to deliver it to you that same day – and in some cases, if it is an item we don't stock, we will do what we can to find it and deliver it directly.</p>
Integration with other platforms	<i>Describe any integrations your company can provide with other platforms or systems.</i>	EPIC ORDER POINT can integrate with 200+ common MRP Systems via cXML. Included SAP/Ariba, Coupa, Oracle, Commerce One, Equal Level, Lawson, SciQuest, Skyward.
	<i>Outline punch-out catalog functionalities to accommodate with agency procurement systems.</i>	The EPIC ORDER POINT base web platform is Punchout Ready. The MRP System interface allows for complete Catalog Search, Purchase Order Placement, Invoicing.
Security protocols and privacy protection	<i>Please describe protocols taken to ensure the protection of privacy and data, particularly payment details and personal identifiable information of both internal and external stakeholders.</i>	EPIC Business Essentials does not sell or market customer data. The Ordering site is https secure, and all payment made online are Encrypted to Current PCI Compliance. Standards
	<i>Identify specific platform security options such as end-to-end encryption, multi-factor</i>	Credit Card data is PCI Compliant both online and back-office systems. The data is encrypted and multiple firewalls with externally audited processes and procedures annually.

	<i>authentication, and user access control functions.</i>							
	<i>Outline the frequency of security audits and how those reviews are conducted i.e. internally or via third party.</i>	PCI Compliance and Server Firewalls are audited annually by a 3rd Party vendor. Access Control to the system is monitored on predetermined scheduled timeframe. The Data and operating system are hosted by a certified 3rd Party Company with robust physical and Cloud services.						
Customer service/problem resolution	<i>Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).</i>	With ~800 dealer service centers open Monday through Friday, 8am to 5pm local time, we are confident EPIC Business Essentials and our dealers' best-in-business, local and personal first rate customer service programs can provide a world-class, complete office products program to all locations and participants of the Region 10 (ESC) contract. We also offer online customer service, and a customer help desk with hours from 7am to 8pm on weekdays.						
	<i>Outline the return and exchange policy including any warranties/product guarantees offered.</i>	<p>EPIC Business Essentials prides itself in guaranteeing your complete satisfaction with every purchase made from EPIC Business Essentials. Returns will require a Return Authorization for most products within 30 days of the original date of purchase for an exchange or for a full refund and credit.</p> <p>Certain Return exclusions and exceptions are noted below:</p> <p>All returns must be received by EPC Business Essentials in resalable condition with all original packing materials, parts and accessories intact and in new condition. EPIC Business Essentials reserves the right to deny any return or exchange or credit if a product is not in original/resalable condition.</p> <p>Damaged merchandise or incorrect shipments must be reported within 10 days. Merchandise should be inspected at time of delivery. Shipments received with any visible damage to the contents or packing materials should be noted on the delivery receipt or Bill of Lading at the time of delivery. You may also choose to refuse a shipment with obvious damage.</p> <p>All returns must be requested within 30 days to avoid a restocking charge as follows:</p> <table data-bbox="1155 990 1596 1104"> <tr> <td>1-30 days</td> <td>0%</td> </tr> <tr> <td>30-60 days</td> <td>10%</td> </tr> <tr> <td>61+ days</td> <td>no return after 60 days</td> </tr> </table> <p>Special and custom items are only returnable in the event of a manufacturers defect or incorrect shipment. These items include custom stamps, food, dated goods and items not normally stocked but special ordered from the manufacturer.</p> <p>As a supplier of an extensive product portfolio of office products and services, EPIC Business Essentials supports the service and warranties of the numerous manufacturers' products we represent. We ensure that all products within our catalog are backed by their respective manufacturers' warranties. Our commitment to service excellence includes providing comprehensive support for the diverse range of manufacturers' products we offer.</p>	1-30 days	0%	30-60 days	10%	61+ days	no return after 60 days
1-30 days	0%							
30-60 days	10%							
61+ days	no return after 60 days							

Financial condition of vendor	<i>Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit &amp; bond ratings, letters of credit, and detailed reference letters</i>	Our financial stability is very strong. EPIC Business Essentials is owned and supported by Independent Suppliers Group (ISG), the largest buying group of independent suppliers in the industry. Thriving since the 1970's, has increased in membership and importance over the years. The financial condition is solid, and financials can be provided as requested by Region 10 and/or Equalis for the buying groups or for EPIC Business Essentials. We are a great example of how "Main Street" is stronger than "Wall Street", since we are not a publicly traded organization and can focus our time and energy on providing value to our customers and our members.  EPIC Business Essentials FEIN: 35-1405363
	<i>What was your annual sales volume over last three (3) years?</i>	Annual sales for the three previous fiscal years.  2023: \$559,334M 2022: \$544,992M 2021: \$486,475M  Annual sales represent the combined annual sales for Independent Suppliers Group/ EPIC Business Essentials and our full dealer member network.
History of meeting products and services deadlines	<i>Outline the process timeline for product pickup, delivery and any other applicable capabilities not already addressed including expedited shipping options.</i>	The EPIC Business Essentials National Account program was developed to provide large, multi-location clients with enterprise-wide program consistency and program optimization through state-of-the-art technology, and unsurpassed personalized local service. Our local dealer members provide next day delivery, and include the high touch, personal service and local flavor. Our on time delivery rate is over 98%, and we have consistently proven this over our years of holding national contracts and servicing public agencies across the nation.
	<i>Describe how delivery status is communicated such as visibility of order history and real-time tracking capabilities.</i>	The EPIC Business Essential model does not offer online tracking of orders however this enhanced functionality will be available as we increase our user base. In some cases, local distributors offer additional tracking and notification.
Other factors relevant to this section as submitted by the Respondent	<i>Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency</i>	EPIC Business Essentials offers several options for Consolidated Billing and Management Reports. Part of the Onboarding process includes the Statement of Work for additional Billing & Reporting needs.
	<i>Provide your safety record, safety rating, EMR and worker's compensation rate where available.</i>	EPIC Business Essentials has an exemplary safety record. We have the ability monitor the safety records of our dealer members, suppliers, wholesalers and delivery partners to ensure the safety of all parties.
<b>Qualification and Experience (25 Points)</b>		
Respondent reputation in the marketplace	<i>Provide a link to your company's website</i>	<a href="https://www.epicbusinessessentials.com/">https://www.epicbusinessessentials.com/</a>
	<i>Please provide a brief history of your company, including the year it was established.</i>	EPIC Business Essentials was formed on August 10, 2015, from the National Accounts Division of Independent Suppliers Group (ISG), and the Point Nationwide ordering platform created by TriMega Purchasing Association, the merger of those entities resulted in the current Independent Suppliers Group entity. As America's largest office supply cooperatives, the merger of the two groups into Independent Suppliers Group positioned EPIC Business Essentials at the nexus of a network of ~95% of all independent dealers across the country (~800), including many of whom are members of other office products dealer national sales networks, a world class eCommerce platform and even greater customer support.  Our Parent Organizations

		<p>Independent Suppliers Group is a unique, dealer owned, value-added cooperative that has the capacity to provide office supply, janitorial, sanitation, office furniture, information technology and print services across the nation. As a certified cooperative, Independent Suppliers Group can reduce costs and utilize an expansive nationwide dealer network to provide a locally based, personal customer service experience.</p> <p>Successes</p> <p>EPIC Business Essentials has flourished since its creation, winning dozens of national contracts for its members including federal, public sector, healthcare and commercial contracts. EPIC has diversified as well, expanding the utility and reach of its OrderPoint ordering platform, and offering numerous programs including Maintenance, Repair and Operations (MRO), Managed Print Services (MPS), Furniture and Janitorial. EPIC Business Essentials truly has all your business needs.</p>
<p>Past relationship with Region 10 ESC and/or Region 10 ESC members</p>	<p><i>Have you worked with Region 10 in the past? If so, provide the timeframe and main contact at Region 10 for that work?</i></p>	<p>EPIC Business Essentials has not previously worked with Region 10, however is very familiar with the lead agency structure and has engaged with other Region agencies.</p>
<p>Experience and qualification of key employees</p>	<p><i>Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following:</i></p> <ul style="list-style-type: none"> <li><i>* Executive Support</i></li> <li><i>* Account Manager</i></li> <li><i>* Contract Manager</i></li> <li><i>* Marketing</i></li> <li><i>* Billing, reporting &amp; Accounts Payable</i></li> </ul>	<p>EPIC Business Essentials is a small organization and runs our multi-million dollar organization as a lean ship. Dante Ercoli, Managing Director oversees the entire EPIC Business Essentials organization and is responsible for sales, marketing, operations, and P&amp;L.</p> <p><b>EPIC Business Essentials Team</b></p> <p>Executive Support</p> <p>Dante Ercoli  Managing Director, EPIC Business Essentials  dercoli@epicbe.com  (772) 453-0959</p> <p>Dante directs the day to day operations for EPIC, leads the sales team, executes marketing initiatives and creates the strategic direction for the organization. Collaborating with the leadership at Independent Suppliers Group, Dante serves as the primary connection to our network of independent office supply dealers and their efforts to exceed the service expectation of our public sector entities across the nation.</p> <p>Dante has enjoyed a successful 25+ year career within the CPG office products market focusing on strategy, contract management and business development driving profitable manufacture programs across small/ medium and large omnichannel national accounts.</p> <p>Marketing</p> <p>Ashlee Hunt  Marketing Manager, EPIC Business Essentials  ahunt@isg.coop</p>

(847) 261-0029

Account Manager  
Dante Ercoli  
Managing Director, EPIC Business Essentials  
dercoli@epicbe.com  
(772) 453-0959

Account Manager  
Tom Ashburn  
Director of Member Development, Independent Suppliers Group  
tashburn@isg.coop  
(847) 261-0083

Account Manager  
Frank Hoard  
Director, Facility Supply Channel, Independent Suppliers Group  
fhoard@isg.coop  
(847) 261-0049

Sales Support  
Amanda Lusk  
Administrative Assistant, EPIC Business Essentials  
alusk@epicbusinessessentials.com  
(847) 349-9545

Amanda develops and directs comprehensive efforts in support of our independent dealers, ensuring their successful onboarding and continued training and engagement on EPIC initiatives as well as the public sector entities we service across the nation.

Amanda has been a critical contributor to EPIC Business Essentials for over 6 years.

Doug Fox  
Pricing and Data Analyst  
dfox@epicbe.com  
(317)-663-8605

As we engage and support our network of independent dealers, supplier partners and public sector entities, Doug's focus is to examine market trends, evaluate

competitors, and analyzes sales data to develop pricing strategies that maximize profits for all entities involved. Using statistical tools to forecast costing trends, monitor pricing performance, and ensure compliance with pricing policies across our multiple national contracts. His insights guide decision-making, optimize revenue, and enhance competitive positioning within the market. Doug has been a critical contributor to EPIC Business Essentials for over 12 years.

Financial Reporting

Pam Quakenbush

Accounting and System Support Supervisor, EPIC Business Essentials

pquackenbush@epicbusinessessentials.com

(847) 261-0082

Pam is a senior accountant with knowledge of all aspects of accounting. With over twenty years' experience in the accounting field, she has worked in many platforms of accounting software. Pam is responsible for accounting functions and does all internal report writing, customer consolidated billings, complex custom billing and reporting, sales tax reporting and payment as well as assisting with account maintenance and implementation. Pam has been with EPIC over 13 years using her many years of experience to help develop and streamline daily, monthly and yearly accounting procedures

Accounts Payable

Armando Cobian

Accounts Receivable Data Analyst, EPIC Business Essentials

acobian@epicbe.com.com

(847) 261-0032

Contracts

Dante Ercoli

Managing Director, EPIC Business Essentials

dercoli@epicbe.com

(772) 453-0959

EPIC Business Essentials, as a value-added independent dealer cooperative, also encompasses a network of over ~800 independent dealer members, with ~1600 locations and ~5000 sales representatives. Acting as a sales accelerator for the independent dealer community, EPIC Business Essentials works to engage, certify and train these independent dealers, and their sales teams, on how to properly present and sell national contract program to public agencies in their markets. While

		<p>these sales reps are not technically “employed” by EPIC, they are highly motivated to grow their business and led by the entire EPIC Business Essentials team.</p> <p>We at EPIC have taken the initiative to increase the number of trained and certified sales reps within our dealer network in order to drastically grow sales through our national contracts. We have invested in revamping our sales and marketing training programs, purchased a lead generation program (GovSpend), as well as expanding our current inside sales program. We feel that these investments will be the key for consistent and sustained growth, should we be awarded a new agreement.</p>
<p>Past experience working with the public sector</p>	<p><i>What are your overall public sector sales, excluding Federal Government, for last three (3) years?</i></p>	<p>2023: \$559,334M  2022: \$544,992M  2021: \$486,475M</p> <p>Annual sales represent the combined annual sales for Independent Suppliers Group/ EPIC Business Essentials and our full dealer member network.</p>
	<p><i>What is your strategy to increase market share in the public sector?</i></p>	<p>EPIC Business Essentials has extensive experience managing multiple national contracts. Our team oversees a robust coordination and management schedule including, but not limited to: annual reviews with Group Purchasing Organizations (GPO); as needed quarterly reviews with GPO Regional Managers in applicable territories; weekly calls with Directors of Partner Development and Marketing teams; attendance at Regional Summits, Annual Vendor Meetings, National tradeshow and State and Regional Association shows.</p> <p>As detailed above, EPIC Business Essentials has a thorough marketing and sales strategy for the rollout of the Master Agreement over the first ninety days, culminating in regional meetings with our network of members. At our regional meetings we will promote the Master Agreement as the cornerstone of our public sector Online Marketplace strategy. Equalis Group will be invited to co-host training events alongside EPIC Business Essentials’ Managing Director (Dante Ercoli) to directly address questions and educate our members in Public Agency sales and strategy. An implementation plan will be documented and benchmarked, with full transparency granted to Equalis Group and Region 10 (ESC).</p> <p>EPIC Business Essentials continues to increase the number of trained and certified sales reps within our dealer network in order to drastically grow our current sales with our national contracts. We have invested in revamping our sales and marketing training programs, purchased a lead generation program (GovSpend), as well as expanded our current inside sales program. We feel that these investments will be the key for consistent and sustained growth, should we be awarded a new agreement. We will continue to coordinate these efforts with the EQUALIS Group team for the duration of the Master Agreement to ensure the greatest possible growth in sales.</p> <p>Our experience with national contracts means that our implementation team already has the systems in place to provide the fastest possible Participating Public Agency account setup and administration. Our team is trained and familiar with all aspects of sales, implementation and contract administration.</p>

<p>Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors</p>	<p><i>Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</i></p>	<p>EPIC Business Essentials has never been involved in litigation, bankruptcy, reorganization or investigations of entity or current officers or directors.</p>
<p>Minimum of 5 public sector customer references relating to the products and services within this RFP</p>	<p><i>Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name &amp; title; city &amp; state; phone number; years serviced; description of services; and annual volume</i></p>	<p>State of Maryland Doris Jones <a href="mailto:Doris.jones@maryland.gov">Doris.jones@maryland.gov</a> 2023 Sales: \$2.119M</p> <p>City of Oakland Fred Haliburton <a href="mailto:fhaliburton@oakland.gov">fhaliburton@oakland.gov</a> 2023 Sales: \$1.826M</p> <p>Pajaro Unified School District Richard Arellano <a href="mailto:Richard.arellano@pvusd.net">Richard.arellano@pvusd.net</a> 2023 Sales: \$1.038M</p> <p>State of Maryland Baltimore Office Michelle King <a href="mailto:michelle.king@baltimorecity.gov">michelle.king@baltimorecity.gov</a> 2023 Sales: \$875k</p> <p>Stanislaus County Andy Johnson <a href="mailto:johnsona@stancounty.com">johnsona@stancounty.com</a> 2023 Sales: \$874k</p>
<p>Company profile and capabilities</p>	<p><i>Do you plan to sell to customers directly, use resellers or subcontractors, or a combination of both? If you intend to use resellers and/or subcontractors, describe your process for ensuring that resellers and subcontractors comply with the pricing and terms of the contract.</i></p>	<p>EPIC Business Essentials has national sales and distribution via our ~800 independent dealer members, their ~1,600 locations nationwide and ~50 regional distribution centers. Our network of independent dealers that comprise Independent Suppliers Group, the nation’s largest network of independent dealers and parent company to EPIC Business Essentials, will be involved in the sales of along with processing, handling and shipping the products/service to the end user.</p> <p>The EPIC Business Essentials customer ordering platform, and dealer ordering platform includes contract management and pricing integrity across all locations and users and is audited by EPIC Business Essentials. As a net priced program, our pricing methodology is simple in application, and the Region 10 (ESC) specific pricing plan is associated with each user profile. Each user is attached to the same pricing plan, which is globally updated as agreed, applying consistent pricing to all.</p> <p>Additionally, EPIC Business Essentials has several processes in place to ensure the highest level of contract compliance is achieved. As part of our robust training and certification process with</p>

		our dealer members, we include mandatory policy and procedures. Additionally, our dealer members are required to attend training encompassing the full details of our contract. Once a dealer member has completed our training and certification, EPIC Business Essentials performs random price audits on our dealer member's agencies and usage reports to confirm next day delivery, pricing, and other pertinent contract requirements.
Exhibited understanding of cooperative purchasing	No answer is required. Region 10 will utilize your overall response to this questionnaire to make this determination. Previous experience with cooperatives is not necessary to score well for this criterion.	
Other factors relevant to this section as submitted by the Respondent	<i>If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</i>	Independent Suppliers Group, the parent company to EPIC Business Essentials, is a unique, dealer owned, value-added cooperative that has the capacity to provide office supply, janitorial, sanitation, office furniture, information technology and print services across the nation.  EPIC Business Essentials is not owned or operated by anyone who has been convicted of a felony.
	Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services. These will be provided in the space provided in Form 3. No answer is required here.	
<b>MWBE Status and/or Program Capabilities (10 Points)</b>		
MWBE status, subcontractor plan, and/or joint venture program	<i>Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone</i>	EPIC Business Essentials holds a Small Business Enterprise (SBE) certification.
	<i>Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?</i>	EPIC Business Essentials has ~800 independent dealer members with ~1,600 locations across the United States who are mostly certified small businesses, including those who are certified as 8a Certified, HUB Zone Small, Service-Disabled Veteran-Owned Small, Veteran-Owned Small Business, Women Owned and Minority Owned businesses to provide personalized service to Equalis Group and members under the Master Agreement.  These businesses form the basis of the EPIC Business Essentials, making diversity a critical component of our business practice. We do not need a separate diversity program because the structure of our independent dealer network already makes us diverse, and as such, is offered without an additional cost, at the submitted contract pricing.  If a participating agency needs or would like to pursue Tier 1 or Tier 2 credits, EPIC Business Essentials will work directly with the agency and our dealer member network as part of our Equalis Group Master Agreement. We offer the ability to have our local diversity partners directly bill and manage members under the master agreement, in order to achieve Tier 1 credit. This is a solution that EPIC Business Essentials offers without an additional cost, at the submitted contract pricing. EPIC Business Essentials regularly audits these additional arrangements to ensure contract compliance on all terms and pricing proposed herein. This is truly a differentiator for EPIC Business Essentials in the industry.
	Please attach any certifications you have as part of your response to Form 3.	
Good faith efforts to involve MWBE subcontractors in response	<i>Did your company contact MWBEs or minority chambers of commerce by</i>	EPIC Business Essentials has ~800 independent dealer members with ~1,600 locations across the United States who are mostly certified small businesses,

	<p><i>telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?</i></p>	<p>including those who are certified as 8a Certified, HUB Zone Small, Service-Disabled Veteran-Owned Small, Veteran-Owned Small Business, Women Owned and Minority Owned businesses to provide personalized service to Equalis Group and members under the Master Agreement.</p> <p>These businesses form the basis of the EPIC Business Essentials, making diversity a critical component of our business practice. We do not need a separate diversity program because the structure of our independent dealer network already makes us diverse.</p>
<p>Demonstrated ongoing MWBE program</p>	<p><i>Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.</i></p>	<p>EPIC Business Essentials has ~800 independent dealer members with ~1,600 locations across the United States who are mostly certified small businesses, including those who are certified as 8a Certified, HUB Zone Small, Service-Disabled Veteran-Owned Small, Veteran-Owned Small Business, Women Owned and Minority Owned businesses to provide personalized service to Equalis Group and members under the Master Agreement.</p> <p>These businesses form the basis of the EPIC Business Essentials, making diversity a critical component of our business practice. We do not need a separate diversity program because the structure of our independent dealer network already makes us diverse.</p>
<p><b>Commitment to Service Equalis Group Members (10 Points)</b></p>		
<p>Marketing plan, capability, and commitment</p>	<p><i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.</i></p>	<p>The Equalis Group and Region 10 (ESC) Master Agreement will be a key principle to the EPIC Business Essentials Online Marketplace and E-Commerce platform.</p> <p>EPIC Business Essentials has years of experience implementing and marketing national account opportunities like Equalis Group and Region 10 (ESC). A robust marketing calendar will begin with a 90-day marketing blitz spotlighting the Master Agreement to three distinct target audiences: participating Public Agencies; current Public Agency customers utilizing alternate public sector contracts; Public Agencies across the nation not yet participating in Equalis Group.</p> <p>Within the first ten days of award of the Master Agreement, EPIC Business Essentials will, in consultation with the Equalis Group team, create and distribute a press release detailing award of the Region 10 (ESC) contract that highlights pertinent information about the contract including competitive solicitation and public award, no cost to participate in the bidding process, non-exclusivity and best government pricing through Equalis Group / Region 10 (ESC) and EPIC Business Essentials. In addition, the press release will describe the enormous success that EPIC Business Essentials' members have already realized through our current national contracts, as well as the future success we feel certain of achieving.</p> <p>Within the first thirty days, EPIC Business Essentials will create email blasts and direct mailers targeting specific audiences, timed and crafted to yield the most exposure possible:</p> <p><b>Participating Public Agencies</b></p> <p>EPIC Business Essentials will create marketing materials directed toward participating Public Agencies that are not yet customers of EPIC Business Essentials' members. As training of our dedicated sales team continues, we will use existing resources to discover the Public Agencies that best fit the sales team in each member's region, the decision-maker purchasing agent and the contact information of said person(s) and reach out directly to the Public Agency to</p>

distribute our marketing materials and develop leads. As always, materials will be created in consultation with the Equalis Group team.

Within sixty days, EPIC Business Essentials will create media materials to reach Public Agencies not yet participating in Region 10 (ESC) / Equalis Group and not yet customers of EPIC Business Essentials, as well as dealers in the Independent Dealer Channel not yet utilizing Region 10 (ESC) / Equalis Group and not yet belonging to EPIC Business Essentials or its parent company. These materials will serve the dual purpose of strengthening and reiterating earlier marketing and direct communications with Public Agencies participating in Region 10 (ESC) / Equalis Group and existing Public Agency customers of our parent companies.

Advertising and marketing will continue throughout the term of the Master Agreement. Among the messages reaching our target audiences will be successful case studies, promotions, collateral and editorial pieces and customer recommendations. All pieces will be co-branded in consultation with Equalis Group to best effect.

Advertisements and directly distributed marketing materials will lead customers to our EPIC Business Essentials website, utilizing hyperlinks and teasers. The Equalis Group homepage on our website will highlight the Region 10 (ESC) contract and describe Equalis Group, including its history and subsidiaries. The homepage will be thorough and act as a call to action, with detailed information including, but not limited to: a copy of the original Request for Proposal, a copy of the contract and amendments between the Principle Procurement Agency and EPIC Business Essentials, contact details and contact information for Equalis Group, an electronic link to the Equalis Group website and online registration page, a dedicated toll free-number and email address for Equalis Group within the EPIC Business Essentials system. The Equalis Group homepage will employ marketing materials to best effect, showcasing the Region 10 (ESC) benefits and opportunities and highlighting a summary of Products and pricing. Revolving versions of marketing materials will all contain the Equalis Group standard logo, as will the homepage header, and all will be created in consultation with the Equalis Group Team.

EPIC Business Essentials will be active in the Equalis Group community, participating in national, regional and supplier-specific tradeshows, conferences and meetings throughout the term of the Master Agreement. Participation will include attendance at Annual Forums, Conferences, Regional, Chapter Meetings, Regional Cooperative Summits, among others. We will market and promote these events to the best possible extent, as directed by Equalis Group.

Not only will EPIC Business Essentials attend third-party tradeshows, conferences and meetings, within the first ninety days we will create in-person presentations of Region 10 (ESC) and Equalis Group to be showcased at the EPIC Business Essentials annual national meeting. Presentations will be co-hosted with the Managing Director of EPIC Business Essentials, Dante Ercoli, and Equalis Group. All presentation materials will be created with the Equalis Group team, and tailored marketing materials will be distributed at events to encourage on-site enrollment.

	<p><i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.</i></p>	<p>EPIC Business Essentials has a proven and a thorough training program already in place for the Master Agreement, with training systems, materials and expertise already evinced in extensively trained members selling through our existing national contracts.</p> <p>Growth of the Equalis Group/Region 10 (ESC) contract will be the highest priority for EPIC Business Essentials. Beyond existing relationships and sales strategies, EPIC is implementing a substantially more aggressive training and education program for participating dealers, a new marketing program for prospective dealers interested in public sector sales and a conversion program for members of our parent company who hold other public sector contracts. In addition, we are embracing the sales accelerator mentality and unveiling new tools and services to expand dealer reach and efficacy, including lead generation, personalized marketing and sales advocacy.</p>
<p>Ability to manage a cooperative contract</p>	<p><i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i></p>	<p>EPIC Business Essentials will provide three versions of its logo to Equalis Group along with permission for reproduction of its logos in internal and external communications, marketing materials and advertising campaigns. EPIC Business Essentials will work closely with Equalis Group in all co-branded communications, marketing materials, website representations and advertising. Equalis Group logo(s) will only be used with expressed, written consent by Equalis Group.</p>
<p>Ability to manage a cooperative contract</p>	<p><i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i></p>	<p>EPIC Business Essentials was formed on August 10, 2015, from the National Accounts Division of Independent Suppliers Group (ISG), and the Point Nationwide ordering platform created by TriMega Purchasing Association, the merger of those entities resulted in the current Independent Suppliers Group entity. As America’s largest office supply cooperatives, the merger of the two groups into Independent Suppliers Group positioned EPIC Business Essentials at the nexus of a network of ~95% of all independent dealers across the country (~800), including many of whom are members of other office products dealer national sales networks, a world class eCommerce platform and even greater customer support.</p> <p>EPIC Business Essentials has flourished since its creation, winning dozens of national contracts for its members including federal, public sector, healthcare and commercial contracts. Each of which require monthly compliance requirements including monthly sales reporting.</p>
<p>Commitment to supporting agencies to utilize the contract</p>	<p><i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i></p>	<p>EPIC Business Essentials has flourished since its creation, winning dozens of national contracts for its members including federal, public sector, healthcare and commercial contracts. Our highly strategic approach to contracting Master Agreements includes OMNIA Partners, CHAMPS Group Purchasing, GSA, ICPT and other cooperative and commercial contracts.</p>
<p>Commitment to supporting agencies to utilize the contract</p>	<p><i>If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i></p>	<p>EPIC Business Essentials has many years of experience rolling out and implementing national account opportunities similar to Region 10 (ESC). Our ability to demonstrate the benefits of this contract to new and existing eligible entities starts with training. We provide two levels of training that are essential to the success of our programs. The first is the training of our independent dealer sales force, and the second is the training offered to end user agencies. We have a strong marketing plan and will use the resources created therein to go to market. We will custom design and generate targeted marketing pieces, power point presentations and training links so that our independent dealer sales force fully understands the benefits of the contract and can communicate them effectively to the members of Region 10 (ESC). We will also offer webinar and in person training and communications to public agencies</p>

		<p>and Region 10 (ESC) members in order to directly communicate the benefits of the EPIC Business Essentials contract. Additionally, we will work to highlight what differentiates us from the other market players, as well as what differentiates the EPIC Business Essentials Region 10 (ESC) contract from other awarded and held public sector contracts.</p> <p>In addition to this extensive and thorough sales training and certification on how to properly present and sell the Equalis Group / Region 10 (ESC) program to public agencies in their markets, EPIC Business Essentials has implemented a new and more aggressive sales strategy inspired by embracing our sales accelerator mentality. Our dealer members will receive comprehensive and personalized support from within the EPIC Business Essentials organization to ensure that they reach Equalis Groups stretch sales goals, along with tailored marketing, lead generation and sales mentoring. We feel confident these measures will greatly boost future sales.</p>
<p>Other factors relevant to this section as submitted by the Respondent</p>	<p><i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i></p>	<p>EPIC Business Essentials has a network of ~800 independent dealer members, with ~1,600 locations and ~5,000 sales representatives. EPIC Business Essentials acts as a sales accelerator for the independent dealer community and as such works to engage, certify and train these independent dealers, and their sales teams, on how to properly present and sell the Equalis Group/ Region 10 (ESC) program to public agencies in their markets. While these sales reps are not technically “employed” by EPIC, they are highly motivated to grow their business, and are led by EPIC’s Managing Director Dante Ercoli and the full scope of the EPIC Business Essentials team.</p> <p>We at EPIC have taken the initiative to increase the number of trained and certified sales reps within our dealer network in order to significantly grow our current national contract sales and will leverage that same team in support of Region 10 (ESC). We have invested in revamping our sales and marketing training programs, purchased a lead generation program (GovSpend), as well as expanding our current inside sales program. We feel that these investments will be the key for consistent and sustained growth, should we be awarded a new agreement.</p>

## **EXHIBIT A- EPIC Business Essentials Servicing Dealer Network**

Our network of independent dealers that comprise Independent Suppliers Group, the nation's largest network of independent dealers and parent company to EPIC Business Essentials, will be involved in processing, handling and shipping the products/service to the end user.

See our full list of locations below:

Alaska - 3	Arctic Office Products	100 West Fireweed Lane	Anchorage	AK
	Capital Office Systems	1120 E 35th Avenue	Anchorage	AK
	The Paper Spot	10002 Crazy Horse Drive	JUNEAU	AK
Alabama - 14	Alabama Office Supply	201 S 8th Street	OPELIKA	AL
	American Business Supply & Service Co.,	127 Distribution Drive	BIRMINGHAM	AL
	Business Environment	8510 PARKWAY DRIVE, UNIT 120	LEEDS	AL
	Dixie Data Business Products	3231 11th Avenue North	Birmingham	AL
	Hudson Office Supply	2401 N. Range St.	DOTHAN	AL
	Kyser Officeworks	2400 Spruce Street	Montgomery	AL
	OEC Office Plus	104 E. I-65 Service Road N.	Mobile	AL
	Office Solutions & Innovations	11320 US Hwy 31, Suite 204	SPANISH FORT	AL
	One Source Office Products	3101 12th Street, Suite 1	Northport	AL
	Printers & Stationers, Inc.	113 North Court Street	Florence	AL
	Red Rhino Office Supplies	5427 Anna Lane	Tuscaloosa	AL
	Strickland Companies	481 Republic Circle	Birmingham	AL
	U.S. Business Products	3860 Napier Field Road	DOTHAN	AL
	Walker Business Machines LLC	4 W. Court Square	Andalusia	AL
Arkansas - 10	Arkansas Office Products	2001 General Samuels Road	Jacksonville	AR
	Bell Office Supply	725 S Mt Olive	SILOAM SPRINGS	AR
	Burris, Inc.	113 S. Arkansas Avenue	Russellville	AR
	Coleman's Office & School Prod	813 Second St.	CONWAY	AR
	Delta OfficeWorks	703 Garland St.	FORREST CITY	AR
	El Dorado Printing&Stationery	332 South Washington	El Dorado	AR
	Pettus Office Products	3509 Asher Ave	Little Rock	AR
	South Arkansas Business Solutions	3801 Camden Rd, Suite 23	PINE BLUFF	AR
	Swaim Office Products	13 South 12th Street	Van Buren	AR
	The Paper Clip	PO Box 1237	Siloam Springs	AR
Arizona - 14	Arizona Industries for the Blind	515 N. 51st Ave., Ste. 130	Phoenix	AZ
	Commercial Business Supply, LLC	2230 E Elgin St	CHANDLER	AZ
	Gibson's Office Supply	4555 E. Broadway Blvd.	Tucson	AZ
	GOS Products for Business	11226 N 23rd Ave #102	PHOENIX	AZ
	IQ Total Source, LLC	4500 S. Lakeshore Drive, Suite 440	TEMPE	AZ
	ML&H Computer Services	390 N. Broad St.	Globe	AZ
	O.P.A.C.S., Inc.	318 S DOBSON RD, SUITE 121	MESA	AZ
	Office Supply	137 E Elliot Rd, #3619	GILBERT	AZ
	Patriot Supplies	271 Westgate	PRESCOTT	AZ
	Priceless Wholesale LLC	2828 N. Central Ave 10th FL	PHOENIX	AZ
	Quality Connections Inc	3012 E Route 66	FLAGSTAFF	AZ
	Roadrunner Office Supply	926 W. Grant Rd.	Tucson	AZ
	Specialized Office Systems	19235 N Cave Creek Rd#100	Phoenix	AZ
	Wist Office Products	107 West Julie Drive	Tempe	AZ
Bermuda - 2	TOPS Ltd	16 MILL CREEK ROAD	PEMBROKE	BM
	A.F. Smith Trading Co.	7 Tumkins Lane PO Box HM 1603	Hamilton	BM
California - 56	A-1 Office Concepts	793 W. Channel Street	San Pedro	CA
	AAA Business Supplies & Interiors	2495 Station Drive	STOCKTON	CA
	All States Office City, Inc.	P. O. Box 10368	Glendale	CA
	Blaisdell's Business Products	7677 Oakport Street, Ste 805	OAKLAND	CA
	Bluebird Office Supplies	PO Box 642380	Los Angeles	CA
	Burketts Office Supply, Inc.	8210 Berry Ave, Ste 150	SACRAMENTO	CA
	Business Office Outfitters	8807 Clairemont Mesa Blvd	SAN DIEGO	CA
	Cal Bennetts	615 N. Plaza Drive	Visalia	CA
	Capital Office Products	15840 Monte Street, #104	Sylmar	CA
	Central Valley Office Supply, Inc.	905 Main Street	DELANO	CA
	CIPAC	413 Rood Rd Suite 10	Calexico	CA
	Clary Business Machines	12335 World Trade Drive, Ste 9	SAN DIEGO	CA
	Clip's Mart Inc	285 Rood Rd, Suite 104	Calexico	CA
	Cole Office Supply	1245 A Stone Drive	San Marcos	CA
	Competitive Advantage Group, Inc.	41775 Elm St., Unit 403	Murrieta	CA
	Coral Port LLC	1099 Vine Street, Unit 205	Sacramento	CA
	Daisyeco, Inc.	761 W Holt Blvd	ONTARIO	CA
	Digital Buyer	155 W Washington Blvd, Ste306	Los Angeles	CA
	Divine Imaging, Inc.	21323 Pacific Coast Hwy, Suite 101	Malibu	CA
	Economy Office Supply Co	1725 Gardena Avenue	Glendale	CA
	Federal One Supplies LLC	9253 1/2 Cedros Ave	PANORAMA CITY	CA
	Forest Stationers	531 Main Street	Quincy	CA
	Garza Industries, Inc.	1870 N. Glassell Street	Orange	CA
	GCS Supplies Inc	28862 Garnet Hill Court	AGOURA HILLS	CA
	Gorilla Stationers LLC	PO BOX 4099	TUSTIN	CA
	Hopper's Office & Drafting Furniture	8827 Rochester Ave	RANCHO CUCAMONGA	CA
	Ideal Printing, Promos & Wearables Inc.	2795 E. Bidwell Street. Ste 100-246	FOLSOM	CA
	Independence Capital LLC	19201 S Reyes Ave,	COMPTON	CA
	JB Office	20555 Devonshire St., #314	Chatsworth	CA
	JD Office Products	9555 Owensmouth Ave, Unit #116	Chatsworth	CA
	MBA Office Supply, Inc.	280 Martin Ave, Suite 5	SANTA CLARA	CA
	Modern Imaging Solutions	22122 Sherman Way #209	Canoga Park	CA







	Noble Sales Co. Inc. Office Source Union Office Interiors University Stationery Co.	One Marina Park Drive, Suite 220 230 Cambridge Street 226 Andover Street 296 Massachusetts Avenue	BOSTON Burlington Wilmington Cambridge	MA MA MA MA
Maryland - 21	AJ Stationers Alliance Office Solutions LLC American Veterans Group Beachley Medical Benjamin Office Supply Blind Industries & Services of Maryland BonTay, Inc. Cartridge Plus Douron, Inc. Education Market Association FedGov Supply Freedom Office Products LLC Gerry Smith Office Products In GreenGov Supply Jacobs Gardner Supply Co.,Inc JustTech Landis Office Center Office Images, Inc. Officelink, Inc. Sue-Ann's Office Supply The Harbor Interiors	8750 Larkin Road, Suite 102 25009 Silver Crest Drive 214 Park Rd. 6200 Days Cove Rd #3 760 E Gude Dr 3345 Washington Blvd. 317 Beall St. 214 Park Rd. 10 Painters Mills Road 9841 Washintonian Blvd, Suite 200-1041 6900 English Muffin Way, Ste A 4333 Charles Crossing Dr 15859 Redland Road 6900 English Muffin Way, Ste A 4931 Tesla Dr. Ste F 101 Catalpa Dr., Ste. 102 151 N. Centre St. 2099 Gaither Road, Suite 130 4213 Howard Ave,Ste B 4211 Old Milford Mill Road 137 National Plaza, Suite 308	SAVAGE Gaithersburg Riva WHITE MARSH Rockville Baltimore Cumberland Riva Owings Mills GAITHERSBURG FREDERICK WHITE PLAINS Rockville FREDERICK Bowie La Plata Cumberland ROCKVILLE Kensington PIKESVILLE National Harbor	MD MD
Maine - 4	Affordable Office Solutions Levesque Office Supply Sands Business Equipment & Supplies LLC Warren's Office Supplies	550 Lisbon Street 46 Aldrich Drive 11 Payneton Hill Rd 329 Jagger Mill Road	LEWISTON CARIBOU YORK Sanford	ME ME ME ME
Michigan - 17	Arrow Office Supply Company AVESolutions DBI Business Interiors Image One Corporation Integrity Business Solutions Jackpine Business Center LB Office Products McDaniel Business Supply, LLC Office Express, Inc. Office Products Center S Office Supply Hut S&H, LLC Smart Business Source Speedy Ship, LLC Standard Office Supply Thumb Office Supply Zemlick Office Products	17005 Grand River Avenue 21327 Hilltop St 912 E Michigan Ave 13201 CAPITAL 4740 Talon Ct., Ste. 8 76 Filer Street 899 E. Mandoline Ave. 305A List St. 1280 E. Big Beaver Rd,Ste A 1821 Watkins Lake Road 4238 Springbrook Rd 13001 Osborne St., Apt. 407 1940 Northwood Drive 8149 Lewis Ave, #252 928 Military Street 779 S Van Dyke 3773 Sky King Blvd.	Detroit Southfield LANSING OAK PARK Grand Rapids Manistee Madison Heights FRANKENMUTH Troy WATERFORD JACKSON DEARBORN Troy TEMPERANCE Port Huron BAD AXE Kalamazoo	MI MI MI MI MI MI MI MI MI MI MI MI MI MI MI MI MI MI
Minnesota - 15	1Source Advanced Filing Concepts Beckley's BuyBizSupplies Cooper's Technology Group Coordinated Business Systems Great River Office Products Innovative Office Solutions, LLC River Bend Business Products Schmidt-Goodman Office Product Scholastic Equipment Company, LLC STEC - Steadfast Technics The Office Shop United Office Solutions WECSYS LLC	12550 W. Frontage Rd., Ste. 216 3761 N. Dunlap St. 125 Woodlake Dr. SE 1500 1st Avenue, NE, Ste 204 102 E. Lincoln Avenue 851 West 128th Street 115 Wabasha Street S 151 Cliff Road East 201 N Victory Drive, Suite 100 1920 N Broadway 5620 Memorial Ave N, Suite F 3751 Major Ave N 211 Minnesota Ave. North 1007 West Broadway Avenue 8825 Xylon Avenue N	Burnsville Arden Hills Rochester Rochester Rochester Fergus Falls BURNSVILLE St. Paul Burnsville Mankato Rochester STILLWATER Robbinsdale Aitkin MINNEAPOLIS Brooklyn Park	MN MN MN MN MN MN MN MN MN MN MN MN MN MN MN MN
Missouri - 11	Alphapointe BURO, LLC Direct Express Office Supplies Golden Ruler, Inc. Moseley Office Systems LLC Office Emporium LLC Office Products Alliance Office Source Inc Samco Business Products Schriefer's Office Equipment Watsons OC, Inc.	7501 Prospect Avenue 202 West Main Street 1523 Prospector Trail 800 Broadway St. 431 South Avenue 406 Century Business Dr. 2015 Washington Street 719 Rudder Road 3612 W. Truman Blvd. 215 Metro Drive 290 Axminister	KANSAS CITY WEST PLAINS Wentzville Hannibal SPRINGFIELD LABADIE KANSAS CITY FENTON Jefferson City Jefferson City Fenton	MO MO MO MO MO MO MO MO MO MO MO MO
	Barefield Workplace Solutions Better Marketing Konnection Craft Office Plus	251 West South Street 5236 Highway 80 West 2301 Terry Road	Jackson Jackson Jackson	MS MS MS

Mississippi - 15	Furniture Specialist, Inc.	99 Old Stage Coach Ln	CANTON	MS	
	Gulf Coast Business Supply Co., Inc.	14484 Dedeaux Road	GULFPORT	MS	
	Jackson Data	273 Commerce Park Drive	Ridgeland	MS	
	Mississippi Industries ForThe Blind	2501 North West Street	Jackson	MS	
	Office Products Center, Inc.	212 N. 5th Ave.	LAUREL	MS	
	OfficePro	515 Childs Street	Corinth	MS	
	OP Plus	208 Park Court	Ridgeland	MS	
	S & L Office Supplies	1201 Hwy 90	BAY SAINT LOUIS	MS	
	Smith Printing & Office Supply	294 1/2 Sgt S Prentiss Dr	Natchez	MS	
	Southern Business Supply of Meridian	5685 Dale Drive	MARION	MS	
Montana - 3	Sun Coast Business Supply	1601 26th Ave	GULFPORT	MS	
	Weatherall's	215 Commerce	TUPELO	MS	
	Boss Office Products	123 W. Towne Street	Glendive	MT	
North Carolina - 17	Missoula's Office City	115 West Broadway Street	Missoula	MT	
	Office Solutions & Services	1020 North Ave. West	Missoula	MT	
	Brame Specialty Company, Inc.	2021 S Briggs Avenue	DURHAM	NC	
	Carolina Business Supplies	5100 Rozzelles Ferry Rd	Charlotte	NC	
	Carolina Office Supply and Furniture Inc	3402-C W. Wendover Ave.	GREENSBORO	NC	
	Ideal Office Worx	1030 2nd Avenue NW	HICKORY	NC	
	Kennedy Office	3609 Bastion Lane	Raleigh	NC	
	LC Industries	4500 Emperor Blvd.	Durham	NC	
	Molly Hawkins House Inc.	39 Grace Way	FLETCHER	NC	
	NDAR LLC	9510 Reynolda Road	TOBACCOVILLE	NC	
	Office Value	300 N Wilson Ave	DUNN	NC	
	Pack & Ship Mail Center	411 Blowing Rock Blvd.	Lenoir	NC	
	Reidsville's Office City	1445 Freeway Drive	Reidsville	NC	
	Southern Office Supply of Charlotte, Inc	10845 Texland Blvd	CHARLOTTE	NC	
	Taff Office Equipment	422 East Arlington Blvd, Suite E	GREENVILLE	NC	
	Taylor Business Products	115 Clayton Avenue	Roxboro	NC	
	North Dakota - 1	Williams Office Environments	409 Chicago Dr. Ste 109/110	FAYETTEVILLE	NC
WJ Office		118 South Big Valley Street	Boone	NC	
WSIFB		7730 North Point Drive	Winston-Salem	NC	
Fireside Office Products		1713 E Bismarck Expressway	Bismarck	ND	
Nebraska - 5		All Native Solutions	503 Ho-Chunk Plaza	Winnebago	NE
		Business World Products	634 W. 2nd Street	Hastings	NE
		Eakes Office Solutions	3636 W Stolley Park Road, Ste C	GRAND ISLAND	NE
		One Office Solution	435 W. Norfolk Avenue	Norfolk	NE
		Print Image Solutions, Inc.	9358 H Court	OMAHA	NE
New Jersey - 25		A.M. Capen's Co., Inc.	1255 Liberty Avenue	Hillside	NJ
	ABC Baby Care, Inc	646 Cross St B 42	LAKEWOOD	NJ	
	Academy Furniture & Supplies, LLC	519 Dowd Avenue	ELIZABETH	NJ	
	Acorn Office Products LLC	706 State Route 15S, Ste 201C	Lake Hopatcong	NJ	
	All-State Legal	1 Commerce Drive	Cranford	NJ	
	Arro-Mark Company, LLC	158 West Forest Avenue	ENGLEWOOD	NJ	
	CMF Business Supplies	3622 Kennedy Road	South Plainfield	NJ	
	Common Cents Distributors, LLC	114 Clinton Rd	FAIRFIELD	NJ	
	Diagnostic Institute of Imaging Inc.	1245 Whitehorse Mercerville Rd. #413	Hamilton	NJ	
	E-Clips USA	300 Highland Drive, UNIT 390	Westampton	NJ	
	FVF Trading LLC	12 Orben Dr. Unit 6	LANDING	NJ	
	Letterfolders.com	49 Walnut St. Unit 3A	NORWOOD	NJ	
	My Smart Goods Inc.	1311 Allaire Avenue Ste 1	OCEAN TOWNSHIP	NJ	
	National Art & School Supplies	2195 Elizabeth Avenue	Rahway	NJ	
	Outlet2020 Inc	180 Westfield Ave	ROSELLE PARK	NJ	
	Plexon, Inc.	667 LEHIGH AVE	UNION	NJ	
	Premier & Co.	525 Windsor Drive	SECAUCUS	NJ	
	Protek Supplies Inc.	500 Davistown Road, Unit D	BLACKWOOD	NJ	
	Purchasing by Premier LLC	525 Windsor Drive	SECAUCUS	NJ	
	New Mexico - 4	RE Business Solutions	1980 Old Cuthbert Road	Cherry Hill	NJ
Stevens International		700 N White Horse Pike	MAGNOLIA	NJ	
Supply on the Go LLC		9 Dogwood Drive	NORTH BRUNSWICK	NJ	
Techwhiz Distributors LLC		650 Cross St Unit 74	LAKEWOOD	NJ	
United Supply Corp.		700 S. 21st Street	Irvington	NJ	
Village Office Supply		600 Apgar Dr.	Somerset	NJ	
Butler's Office Equipment		1900 E. Highway 66	Gallup	NM	
Parker's Office Products		714-C West Main Street	Farmington	NM	
Rapid Supply		3455 Princeton Drive NE, Suite A	ALBUQUERQUE	NM	
TEMA Contemporary Furniture		7601 Montgomery Blvd.	Albuquerque	NM	
Nevada - 7	Advance Office & Janitorial Supplies	3778 West Cheyenne Ave, Suite 130	NORTH LAS VEGAS	NV	
	Faciliteq NV LLC	626 S. 3rd St. Suite 300	LAS VEGAS	NV	
	Global Industry Products Corp	6615 Escondido St., Suite C	LAS VEGAS	NV	
	Office Plus of Nevada	40 N. Mojave Rd.	Las Vegas	NV	
	Office Tree, LLC	2114 Inverness Drive	Henderson	NV	
	Office Inc.	187 E Warm Springs Rd. Suite B118	LAS VEGAS	NV	
	Silicon Valley Commerce LLC	12693 Old Virginia Rd	Reno	NV	
Advantage Gifts	178 Waiworth Street	BROOKLYN	NY		

New York - 64	All Citi Toner Inc.	141 Flushing Ave. Bldg 77, 11th Floor, Suite 1112	BROOKLYN	NY	
	American Printing & Office Supplies	867 Flatbush Road	Kingston	NY	
	Amvet Office Supplies	121-A Quail Street	Albany	NY	
	Best Source Office Supplies	6 Frankfort Rd #202	Monroe	NY	
	B-I-L Office Furniture, Inc.	61-65 Metropolitan Avenue	Middle Village	NY	
	Borough Supplies	225 W 37th St, Floor 16	New York	NY	
	CEI	2902 W. 37th St.	Brooklyn	NY	
	Certified Collection NY Inc.	5308 13th Ave Ste 217	BROOKLYN	NY	
	Columbia Omnicorp	48 West 37th Street	NEW YORK	NY	
	Complete Office Products	793 McDonald Avenue	Brooklyn	NY	
	Corporate Coffee Systems, LLC	745 Summa Avenue	WESTBURY	NY	
	Court Street Office Supplies	139 11th St.	Brooklyn	NY	
	Dependable Office Supplies, Inc.	211 Denton Avenue, Suite 221	New Hyde Park	NY	
	Designed 4 You Inc.	670 Myrle Ave Ste 138	BROOKLYN	NY	
	Eaton Office Supply	180 John Glenn Dr.	Amherst	NY	
	ELG Corp	E&D Fulfillment, Bldg E, 201 Route 59	Hillburn	NY	
	F & H Supply	40-14 24th Street	Long Island City	NY	
	Fern Office Supplies	169 Horton Drive	Monsey	NY	
	Haskell New York Inc.	823 E. 16th Street, Suite 103	BROOKLYN	NY	
	Hummel's Office Plus	25 Canal St	MOHAWK	NY	
	Intivity, Inc.	106 Despatch Drive, Ste 2	East Rochester	NY	
	ISE Office Plus	4422 Bronx Blvd.	Bronx	NY	
	J&K Diversities	1365 38th Street	Brooklyn	NY	
	Jason Office Products	250 West 40th Street, 6th floor	NEW YORK	NY	
	Joyzone Inc	1446 41st Street	BROOKLYN	NY	
	Kas-Ray Industries, Inc.	225 West 37th St. 16th Floor	NEW YORK	NY	
	Legacy Office Solutions	754 Jamaica Ave.	Brooklyn	NY	
	Metropolitan Office & Computer Supplies	250 Park Ave, 18th Floor	New York	NY	
	Montgomery Stationery & Printing Co.	1267 57th Street	Brooklyn	NY	
	National Craft	4403 15th Ave., Ste. 133	Brooklyn	NY	
	NBB Office Environments	618 Washington Ave	PLEASANTVILLE	NY	
	North Shore Office Supplies	1804 Plaza Ave.	NEW HYDE PARK	NY	
	Obena Supply Co.	31-18 38th Ave	Long Island City	NY	
	Office Direct Sales Inc.	5014 - 16th Avenue	BROOKLYN	NY	
	Office Furniture Warehouse,Inc	3108 Expressway Drive S	Islandia	NY	
	Office Quarters, Inc.	21 Congress St., Suite 203	Saratoga Springs	NY	
	Office Supplies By The Case Inc.	CHECK PURCHASE ORDERS FOR DELY ADDRESS	Hewlett	NY	
	OfficeSight, Inc.	770 Chauncey Street, 2nd Floor	Brooklyn	NY	
	Palletfly.com LLC	1946 Coney Island	BROOKLYN	NY	
	Payless Office Products Corp.	4014 1st Ave. Rm#301	Brooklyn	NY	
	Peters Supply, Inc.	60 Electric Parkway, Dock #26	HORSEHEADS	NY	
	Phil's Stationery	9 East 47th Street	New York	NY	
	PNB Sales Inc.	68 Heyward St	BROOKLYN	NY	
	Primetime Establishments LLC	152 Broadway	HAVERSTRAW	NY	
	Proftech LLC	10 Skyline Drive, Suite 132	HAWTHORNE	NY	
	Quality Supply Shop	764 Kent Ave.	Brooklyn	NY	
	Rockland Toys for Less Corp.	3 Halley Drive	POMONA	NY	
	S & B Computer & Office Products	17 Wood Road, Ste 700	Round Lake	NY	
	Savvy Business, Inc.	7416 Beach Channel Drive	ARVERNE	NY	
	Silver Office Supplies, Inc.	24 Lynch Street	BROOKLYN	NY	
	Simon Industries LLC	23-41 Borden Avenue	LONG ISLAND CITY	NY	
	Skool Krafts Inc.	781 Kent Ave	BROOKLYN	NY	
	Stevdan Stationers, Inc.	473 6th Avenue	NEW YORK	NY	
	Supply Chimp	228 Park Ave S #36842	NEW YORK	NY	
	Tera Consulting Inc.	29 Elves Ln	Levittown	NY	
	The Ray-Block Stationery Co.	3 Plainfied Avenue	Floral Park	NY	
	TonerQuest, Inc.	241 37th Street	BROOKLYN	NY	
	Toys 4 U USA Corp	232 Lee Avenue	Brooklyn	NY	
	TTI Business Products,Inc.	381 Park Avenue South	New York	NY	
	Wats International Inc.	200 Manchester Road	Poughkeepsie	NY	
	Weeks Lerman Group, LLC	58-38 Page Place	Queens	NY	
	YNK Enterprises NY LLC	E&D Fulfillment, Bldg E, 201 Route 59	HILLBURN	NY	
	Zbeem Group Inc.	31 Werman Ct	PLAINVIEW	NY	
	Ohio - 24	Ace Products LLC	8084 Aster Ct	Liberty Township	OH
		Bihl Office Supply	912 Gallia Street	Portsmouth	OH
		Borden Office Equipment	141 North Fifth Street	Steubenville	OH
		Business Equipment Co.	3783 W National Rd	SPRINGFIELD	OH
		Cincinnati Association for the Blind	2045 Gilbert Avenue	Cincinnati	OH
		Corporate Metrics of Ohio, LLC	2988 North High Street, Suite A	COLUMBUS	OH
		Current Office Solutions	211 W. High Street	Bryan	OH
		Elements IV Interiors	3680 Wyse Rd.	Dayton	OH
		Four U Office Supplies, Inc.	1640 Industrial Drive	Celina	OH
		FriendsOffice	2300 Bright Rd.	Findlay	OH
		Hughes Office Equipment, LLC	3114 Belmont St.	Bellaire	OH
		Independence Business Supply	4550 Hinckley Parkway	Cleveland	OH



Tennessee - 14	Anderson Printing & Office Products	405 US Hwy 51 Bypass N	Dyersburg	TN
	A-Z Office Resource	809 South Garden Street	COLUMBIA	TN
	A-Z Office Resource Inc.	3014 Owen Drive	ANTIOCH	TN
	COS Business Products & Interiors	1548 Riverside Drive	CHATTANOOGA	TN
	Dickson Office Supply, Inc.	618 Highway 46 South Suite B	Dickson	TN
	FPS Company	3945 E. Raines Road	Memphis	TN
	Highbar Trading Co.	5406 Republic Dr.	Memphis	TN
	JA Wholesale LLC	3923 Richard Reeves Dr Ste C	MURFREESBORO	TN
	Systems Group, LLC	6303 Robertson Ave	NASHVILLE	TN
	The Knowledge Tree	5000 Summer Ave., Ste. 101	Memphis	TN
X-Cel Business Products	3940 South Perkins Rd	MEMPHIS	TN	
Texas - 72	180 Office Solutions, LLC	3879 East University Ave., Ste 101	GEORGETOWN	TX
	1Store Solutions	4421 Agnes St.	Corpus Christi	TX
	2M Business Products	2630 Nova Drive	Dallas	TX
	Abilene Printing & Stationery	1274 North 2nd Street	Abilene	TX
	Ables-Land, Inc.	420 S. Fannin Avenue	Tyler	TX
	Advantage Office Products	7542 Kathy Lane, #101	Benbrook	TX
	Advantage Supply	3131 W. Bolt Street, A-13 (Docks 1-4)	FORT WORTH	TX
	AMS Financial Group	7210 Lawndale Street, Suite D	HOUSTON	TX
	Ascendant Office Solutions	8215 CR 2500 Building 5	LUBBOCK	TX
	Bhatti Bros Enterprises Inc.	555 Republic Dr, Suite 225	PLANO	TX
	Butler Business Products LLC	1407 Vander Wilt Lane	KATY	TX
	Challenge Office Products	6015 South Loop East	Houston	TX
	Cielo Office Products, LLC	1408 E. Jasmine Avenue, Ste A	McAllen	TX
	Coastal Office Solutions, Inc.	1514 N Ben Jordan Street, Ste B	Victoria	TX
	Copy Plus	4500 N. 10th St. #240	McAllen	TX
	Cubie Co	8882 Abe Lincoln	SAN ANTONIO	TX
	Eastland Office Supply	105 W. Main	Eastland	TX
	EBF Office Products, Inc.	5325 Glenmont Suite D	HOUSTON	TX
	Ecommersify, Inc.	2602 Long Leaf Drive	SUGAR LAND	TX
	El Paso Office Products	1550 Lionel Drive	El Paso	TX
	Empire Paper Co.	2708 Central Fwy E	Wichita Falls	TX
	Executive Office Supply	3312 Santa Ursula	Laredo	TX
	Express Office Products	29 A Butterfield Trails	El Paso	TX
	Flatt Stationers, Inc.	206 W. Commerce	Mexia	TX
	Furniture Tycoon	11331 Richmond Ave., Suite N104	HOUSTON	TX
	Gemini Office Products	202 S. Oak St.	Pearsall	TX
	Greater Houston OP	1311 W. League City Pkwy	LEAGUE CITY	TX
	Heights Office Products & Interiors	10203 Kotzebue Suite 117	San Antonio	TX
	Hernandez Office Solutions	119 17th Street	NEDERLAND	TX
	Hollands Office Technologies	608 Hwy 62/82	Wolfforth	TX
	Office	1010 W Business 380	Decatur	TX
	Latson's Office Solutions	1329 Industrial Drive West	Sulphur Springs	TX
	Ledwell Office Solutions	3200 Court Street	TEXARKANA	TX
	Limitless Office Products	1778 N. Plano Rd. Ste 114	Richardson	TX
	Longhorn Office Products, Inc.	2210 Denton Dr. Ste 109	Austin	TX
	Longview Office Supply Inc	1909 Judson Rd.	Longview	TX
	Martin's Office Supply Inc	822 West Pearl St	Granbury	TX
	McKinney Office Supply	8333 Douglas Ave Suite 340	DALLAS	TX
	Miguel's Copier Repair Service	219 South Ash St	PERRYTON	TX
	Miller Imaging & Digital Solutions, Inc	10713 Metric Blvd	AUSTIN	TX
	Oak Cliff Office Supply	1876 Lone Star Drive	Dallas	TX
	Office Authority	4205 Stadium Drive, Suite 100	FORT WORTH	TX
	Office Furniture USA - McAllen	1008-A East Pecan Blvd.	McAllen	TX
	Officewise Furniture and Supply	1200 S. Taylor St.	AMARILLO	TX
	O'Kelley Office Supply, Inc.	290 Cypress Street	Abilene	TX
	Pacific Star Corporation	4350 South Wayside Drive Ste #106	HOUSTON	TX
	Pala Supply Company, Inc.	14425 N. Interstate 27	Lubbock	TX
	Parknes Inc.	202 Darby Trails Dr.	SUGAR LAND	TX
	Patria Office Supply	301 E. Calton Rd.	Laredo	TX
	Pencil Cup Office Products	1220 Texas Avenue	El Paso	TX
	Perry Office Plus	1401 North 3rd St.	TEMPLE	TX
	Preferred Business Solutions	1701 W Walnut Hill Ln, Suite 100	IRVING	TX
	Printek Supplies, Inc.	405 S Festival Dr	EL PASO	TX
	Prosource Packaging / Machine-Solution.c	15825 State Highway 249, Suite 25	HOUSTON	TX
	RA Global	2701 Gateway Ct.	EULESS	TX
	Ray's Business Products	200 E. Expressway 83, Ste. 1	Pharr	TX
	Regency Office & Promotional Products	2797 Irving Boulevard, Suite 118	DALLAS	TX
	Safina Office Products, Inc.	9916 Brooklet Drive	Houston	TX
	Sak Trading LLC	16910 N Texas Ave Ste A9	WEBSTER	TX
	Schulenburg Printing & Office	705 Upton Avenue	Schulenburg	TX
Seventy Eleven LLC	11816 Inwood Rd #1299	DALLAS	TX	
Smarketing Business Systems	2525 W Bellfort, Ste 110	Houston	TX	
Spectrum Paper Co.	27 Concord St.	El Paso	TX	
Tascosa Office Machines	1005 W. 8th	Amarillo	TX	

	The Office Center, Inc.	519 W. South Street	LONGVIEW	TX
	Trent Merchandise	2224 McLean	Trophy Club	TX
	Vibrant Works	2305 Roosevelt Ave.	San Antonio	TX
	Vir Ventures Inc.	14932 Kuykendahl Road	HOUSTON	TX
	Wilton's Office Works Ltd	181 North Earl Rudder Fwy	Bryan	TX
	XL Technology, LLC	210 Security Ct.	WYLIE	TX
	Your Austin Store LLC	5555 N. Lamar Blvd, Ste C103	AUSTIN	TX
	Zuma Office Supply	314 Garden Oaks Blvd	HOUSTON	TX
Utah - 4	Bluefin Office Group LLC	780 North 1200 West	OREM	UT
	DynaGrace Enterprises, Inc.	151 N State, Suite A	MORGAN	UT
	Office Impact	4001 South 700 East, Ste 500	SALT LAKE CITY	UT
	Sevier Office Supply	30 N. Main Street	Richfield	UT
Virginia - 26	AmeriSys	8600 Cinder Bed Road Lorton	LORTON	VA
	ASI Supplies	7534 Fullerton Ct.	Springfield	VA
	B.W. Wilson Paper Company, Inc.	2501 Brittons Hill Rd	Richmond	VA
	Ball Office Products	2100 Westmoreland Street	Richmond	VA
	Benton-Thomas Office Products	408 Edmunds Street	South Boston	VA
	Campus Survival Kits LLC	3675 Concorde Parkway, Ste 1500	CHANTILLY	VA
	Coastal Office & Promo Products	820 Greenbrier Circle Suite #7	Chesapeake	VA
	Cornerstone Contractor Group LLC	19 Berkeley Ct	STERLING	VA
	Cornerstone Office Systems	5609-J Sandy Lewis Dr.	Fairfax	VA
	Ecomm Explore LLC	1512 Notely Drive	VIRGINIA BEACH	VA
	Faye's Office Supply	105 Byrd Street	Orange	VA
	Guernsey Office	45070 Old Ox Road	Dulles	VA
	MANCON	1961 Diamond Springs Rd.	Virginia Beach	VA
	Miller's Supplies At Work, Inc.	8600 Cinder Bed Road	LORTON	VA
	New River Office Supply	2605 Research Center Dr.	Blacksburg	VA
	Office Plus Business Centre	840 Memorial Drive	Danville	VA
	Powers Business Machines	9701 Warwick Blvd.	Newport News	VA
	Snap Office Supplies	2412 Granite Ridge Road, Suite 2	ROCKVILLE	VA
	Sterile Services Co.,	14773 Courtlandt Height Road	WOODBIDGE	VA
	The Office Group, Inc	372-C Wythe Creek Road	Poquoson	VA
Today's Office Solutions	42395 Ryan Rd., Ste 112 #806	Ashburn	VA	
Total Integrity LLC	1808 Coyote Dr. Suite 103	CHESTER	VA	
TriCity Office Products	2100A Westmoreland Street	Richmond	VA	
TSRC, Inc.	14140 North Washington Highway	ASHLAND	VA	
VFOP	7600M Fullerton Road	SPRINGFIELD	VA	
Wytheville Office Supply	146 West Main Street	WYTHEVILLE	VA	
Virgin Islands - 1	Universal Business Supplies	8197 Sub Base	ST THOMAS	VI
Vermont - 1	Magee Office Products	463 VT 12 S	RANDOLPH	VT
Washington - 12	AbilityOne BSC	5812 100th St SW	Lakewood	WA
	Bayshore Office Products	603 Commercial Avenue	Anacortes	WA
	Brutzman's Office Solutions	2501 N Columbia Center Blvd	RICHLAND	WA
	Chuckals Office Products	2209 Pacific Avenue	Tacoma	WA
	Keeney's Office Supply	15020 NE 95th Street	Redmond	WA
	Kershaw's Inc.	South 119 Howard Street	Spokane	WA
	Nuleaf Office Solutions	5825 221st Place SE, Ste 205	ISSAQUAH	WA
	Office Solutions Northwest	212 South 3rd Avenue	Yakima	WA
	Pacific Office Solutions	2574 Robertson Drive	Richland	WA
	The Complete Line, LLC	13105 SE 30th St, Unit 1002	BELLEVUE	WA
The Creative Office	721 Legion Way SE	Olympia	WA	
Yakima Bindery & Printing	310 E. Chestnut Avenue	Yakima	WA	
Wisconsin - 11	American Paper & Packaging	N112W18810 Mequon Road	GERMANTOWN	WI
	Beyond Vision - AIB Inc.	1540 S 108th Street	West Allis	WI
	Brothers Business Interiors	400 S. 5th Street	Milwaukee	WI
	Cartridge Savers, Inc. dba Office Savers	2801 Coho Street, Ste 206	Madison	WI
	Clermont Printing & Office Products	515 Clermont St.	Antigo	WI
	EZ Office Products, LLC	2838 Progress Road	Madison	WI
	Office Outfitters	120 W. Badger St	Waupaca	WI
	Office Pro, Inc	1810 Sutler Avenue	BELOIT	WI
	OfficeZilla Franchise LLC	222 W College Ave, 9th Floor	APPLETON	WI
Rhyme Business Products	N6832 Hwy 51 S	Portage	WI	
Winkler Office Equipment	508 Hickory Street	West Bend	WI	
West Virginia - 2	Argonaut	1823 Washington Blvd	HUNTINGTON	WV
	Stationers, Inc.	175 Industrial Lane	HUNTINGTON	WV
Wyoming - 2	Atlas Office Products	215 N. Lincoln	Casper	WY
	Wyoming Office Products & Interiors	328 W. Yellowstone	Casper	WY

### **PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES**

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

Form **LLC-50.1**

Illinois  
Limited Liability Company Act  
Annual Report

FILE # 04414985

Due prior to: 09/01/2024

**Secretary of State**  
Department of Business Services  
Limited Liability Division  
501 S. Second St., Rm. 351  
Springfield, IL 62756  
217-524-8008  
www.ilsos.gov

**Filing Fee:** 75.00  
**Series Fee, if required:**  
**Penalty:** 0.00  
**Total:** 75.00

**FILED**

**August 9, 2024**

**Alexi Giannoulis**  
**Secretary of State**

1. Limited Liability Company Name: EPIC BUSINESS ESSENTIALS, LLC

Registered Agent: INDEPENDENT SUPPLIERS GROUP, INC.

5600 N RIVER RD STE 700

ROSEMONT, IL 60018-5165

2. State or Country of Organization: WI Date Organized in or Admitted to Illinois: 09/13/2013

3. Address of Principal Place of Business:  
5600 NORTH RIVER ROAD, STE 700 ROSEMONT, IL 60018

4. Name and business address of all managers and any member having the authority of manager:

JAMES RODGERS  
5600 N. RIVER ROAD, SUITE 700 ROSEMONT, IL 60018

MATTHEWS, JEFF  
5600 N. RIVER ROAD, SUITE 700 ROSEMONT, IL 60018

CHARLES FORMAN  
5600 N. RIVER ROAD, SUITE 700 ROSEMONT, IL 60018

5. Entity managers affirm their current existence.

6. Changes to the registered agent and/or registered office must be submitted on Form LLC-1.36/1.37.

7. I affirm, under penalties of perjury, having authority to sign thereto, that this Annual Report is to the best of my knowledge and belief, true, correct and complete.

Dated: August 9, 2024  
Month/Day Year

MATTHEWS, JEFF  
Name

MANAGER  
Title

If applicant is a company or other entity, state Name of Company

United States of America

State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS

Division of Corporate & Consumer Services



To All to Whom These Presents Shall Come, Greeting:

I, Craig Heilman, Administrator of the Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that

**EPIC BUSINESS ESSENTIALS, LLC**

is a domestic corporation or a domestic limited liability company organized under the laws of this state and that its date of incorporation or organization is October 22, 2009.

I further certify that said corporation or limited liability company has, within its most recently completed report year, filed an annual report required under ss. 180.1622, 180.1921, 181.0214 or 183.0212 Wis. Stats., but that it has not filed a statement or articles of dissolution.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department on January 24, 2024.

A handwritten signature in black ink, appearing to read "Craig Heilman".

CRAIG HEILMAN, Administrator  
Division of Corporate and Consumer Services  
Department of Financial Institutions

---

DFI/Corp/33

**To validate the authenticity of this certificate**

Visit this web address: <http://www.wdfi.org/apps/ccs/verify/>

Enter this code: **380063-A3C5F886**



# State of Wisconsin

## e-Payment Services

Your last visit was Wed 11/23/2022 07:29 AM CST

### Confirmation

**You must click the "Continue" button below in order to return to the state agency's website.**

Please keep a record of your Confirmation Number, or [print this page](#) for your records.

Confirmation Number **WIN3SB025276065**

### Payment Details

**Description** DFI OSB  
Wisconsin DFI OSB Annual Report  
<https://OneStop.wi.gov/DFIAnnualReports>

**Payment Amount** \$26.00

**Payment Date** 11/13/2023

**Status** PROCESSED

**Order Reference Number** OSB3SB69a3f8b9-480f-4e79-80c3-dc4c2a1e19c9

**OSBNumber** AR2319540

**EntityID** T049496

**ProductCode** DFIOSB

**ProductFee** 25.0000

### Payment Method

**Payer Name** Jeff Matthews

**Card Number** \*7408

**Card Type** Visa

**Approval Code** 009841

**Confirmation Email** jmatthews@isg.coop

## Billing Address

**Address 1** 5600 N. River Road

**Address 2** Suite 700

**City/Town** Rosemont

**State/Province/Region** IL

**Zip/Postal Code** 60018

**Country** United States

**PROPOSAL FORM 4: CLEAN AIR WATER ACT**

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: EPIC Business Essentials

Title of Authorized Representative: Managing Director

Mailing Address: 5600 N. River Road, Rosemont, IL 60018

Signature: 


**PROPOSAL FORM 5: DEBARMENT NOTICE**

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: EPIC Business Essentials

Title of Authorized Representative: Managing Director

Mailing Address: 5600 N. River Road, Rosemont, IL 60018

Signature: 

**PROPOSAL FORM 6: LOBBYING CERTIFICATION**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



\_\_\_\_\_  
Signature of Respondent

\_\_\_\_08/06/24\_\_\_\_\_  
Date

## PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

### Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

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

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### Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.



\_\_\_\_\_  
Signature of Respondent

\_\_\_\_08/06/24\_\_\_\_

\_\_\_\_\_  
Date

**PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS**  
**(Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**VENDOR** EPIC Business Essentials

**ADDRESS** 5600 N. River Road

Rosemont, IL 60018

**PHONE** 772-453-0959

**FAX** \_\_\_\_\_

**RESPONDANT**



\_\_\_\_\_  
Signature

Dante P Ercoli

\_\_\_\_\_  
Printed Name

Managing Director

\_\_\_\_\_  
Position with Company

**AUTHORIZING OFFICIAL**



\_\_\_\_\_  
Signature

Dante P Ercoli

\_\_\_\_\_  
Printed Name

Managing Director

\_\_\_\_\_  
Position with Company

## **PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295**

### **Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

### **Filing Process:**

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

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

Information regarding how to use the filing application will be available on this site starting on January 1, 2016. [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Epic Business Essentials, LLC  
Rosemont, IL United States

Certificate Number:  
2024-1186192

Date Filed:  
07/11/2024

Date Acknowledged:

**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.**

R190301  
office supplies, related products and services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Matthews, Jeffrey	Rosemont, IL United States	X	
	Rodgers, James	Rosemont, IL United States	X	
	Forman, Charles	Rosemont, IL United States	X	

5 Check only if there is NO Interested Party.

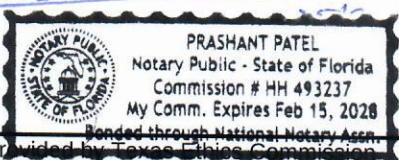
**6 UNSWORN DECLARATION**

My name is 1 / ANTE PERCOLI, and my date of birth is 10/24/67.

My address is 506 CAMELIA LANE, VERO BEACH, FL, 32963, USA  
(street) (city) (state) (zip code) (country)

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

Executed in Indian River County, State of FLORIDA, on the 12<sup>th</sup> day of July, 2024  
Prashant A. Patel (month) (year)



[Signature]  
Signature of authorized agent of contracting business entity  
(Declarant)

**PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION**

**BOYCOTT CERTIFICATION**

Respondent must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does vendor agree?           I.E.            
(Initials of Authorized Representative)

Respondent must certify that it 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. Respondent must also certify that it does not boycott energy companies; and will not boycott energy companies during the term of the contract.

Does vendor agree?           I.E.            
(Initials of Authorized Representative)

**TERRORIST STATE CERTIFICATION**

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

Does vendor agree?           I.E.            
(Initials of Authorized Representative)

**PROPOSAL FORM 11: RESIDENT CERTIFICATION**

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

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

Texas or Non-Texas Resident

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

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

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

EPIC Business Essentials	5600 N. River Road	
Company Name	Address	
Rosemont, IL 60018		
City	State	Zip

## PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM

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


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

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

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

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

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

Does vendor agree? \_\_\_\_\_  \_\_\_\_\_

(Initials of Authorized Representative)

### 2. Termination for Cause or Convenience:

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

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

Does vendor agree? \_\_\_\_\_  \_\_\_\_\_

(Initials of Authorized Representative)

**3. Equal Employment Opportunity:**

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

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

Does vendor agree? \_\_\_\_\_  \_\_\_\_\_

(Initials of Authorized Representative)

**4. Davis-Bacon Act:**

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

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

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









### PROPOSAL FORM 13: FEMA REQUIREMENTS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All respondents submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding respondent’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

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

#### 1. Access to Records

For All Procurements

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

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

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

Does Respondent agree?  *J.E.*  
(Initials of Authorized Representative)

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

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

Does Respondent agree?  *J.E.*  
(Initials of Authorized Representative)

#### 2. Changes

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made

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

Does Respondent agree?  I.E.  
(Initials of Authorized Representative)

### 3. Use of DHS Seal, Logo, and Flags

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

Does Respondent agree?  I.E.  
(Initials of Authorized Representative)

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

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

Does Respondent agree?  I.E.  
(Initials of Authorized Representative)

### 5. No Obligation by Federal Government

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

Does Respondent agree?  I.E.  
(Initials of Authorized Representative)

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

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

Does Respondent agree?  I.E.  
(Initials of Authorized Representative)

### 7. Affirmative Socioeconomic Steps

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

Does Respondent agree?  I.E.  
(Initials of Authorized Representative)

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

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable,

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

Does Respondent agree? *T.E.*  
(Initials of Authorized Representative)

## **PROPOSAL FORM 14: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**

**AZ Compliance with Federal and state requirements:** Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

**AZ Compliance with workforce requirements:** Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..."every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

**AZ Contractor Employee Work Eligibility:** By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

**AZ Non-Compliance:** All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

**Registered Sex Offender Restrictions (Arizona):** For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Offshore Performance of Work Prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

**Terrorism Country Divestments:** In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

A handwritten signature in blue ink, appearing to read "Pante Escob.", is written over a horizontal line.

08/06/24

\_\_\_\_\_  
Signature of Respondent

\_\_\_\_\_  
Date

**PROPOSAL FORM 15: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** EPIC Business Essentials

**Street:** 5600 N. River Road

**City, State, Zip Code:** Rosemont, IL 60018

**Complete as appropriate:**

I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

**OR:**

I \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

**OR:**

I Dante P Ercoli, an authorized representative of EPIC Business Essentials, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

Name	Address	Interest
NONE		

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

  
**Authorized Signature and Title**

08/06/24  
**Date**

**PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT**

Company Name: EPIC Business Essentials

Street: 5600 N. River Road

City, State, Zip Code: Rosemont, IL 60018

State of New Jersey

County of \_\_\_\_\_

I, Dante P Ercoli of the Vero Beach  
Name City

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

I am the Managing Director of the firm of EPIC Business Essentials  
Title Company Name

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

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

EPIC Business Essentials  
Company Name

[Signature]  
Authorized Signature & Title

Subscribed and sworn before me

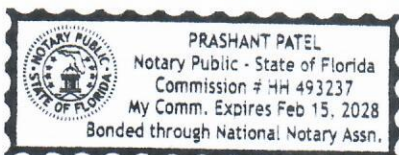
this 6th day of August, 2024

Prashant A. Patel

Notary Public of New Jersey FLORIDA (PP)

My commission expires 2/15/2028

SEAL



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

Company Name: EPIC Business Essentials  
Street: 5600 N. River Road  
City, State, Zip Code: Rosemont, IL 60018

**Bid Proposal Certification:**

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

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

**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 upon receipt from the Harrison Township Board of Education \_\_\_\_\_ X
- 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.



\_\_\_\_\_

**Authorized Signature and Title**

\_\_\_\_\_ 08/27/24  
**Date**

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

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

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

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

be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these

regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

---

Signature of Procurement Agent

Division of Revenue & Enterprise Services  
Central Forms Repository & Payment Collection System

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Employee Information Report (AA302 Initial Form)

Important: Failure to properly complete the form and the required \$150.00 fee will not issue of your certificate.

Section A - Company Identification

1. FID NO. or SSN:  ⓘ 2. Type of Business:  ⓘ 3. Total NO. Employees :  ⓘ

4. Company Name:

5. Street:  City:  County(NJ):  ▼

State:  ▼ Zip Code:

6. Name of Parent or Affiliated Company (if none, just leave blank):  City:  State:  ▼ Zip Code:

7. Company Type:  ⓘ 8. State the Number of Establishments in NJ location:

9. Total Number of employees at establishment which has been awarded the contract:

10. Public Agency Awarding Contract:  City:  County(NJ):  ▼ State:  ▼ Zip Code:

Section B - Employment Data

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. ⓘ

Calculate Total

Job Categoriies	MALE Black	MALE Hispanic	MALE Amer. Indian	MALE Asian	MALE Non-MIN	MALE 2 or More Races	MALE TOTAL
Officials / Managers	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="1"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
Professionals	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
Technicians	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
Sales Workers	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
Office & Clerical	<input type="text" value="0"/>	<input type="text" value="1"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="2"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
Craftworkers (Skilled)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
Operatives (Semi-skilled)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
Laborers (Unskilled)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
Service Workers	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
Temporary & Part-Time Employees	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
<b>TOTAL</b>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>

TOTAL MALE COUNT: 0

Job Categoriies	FEMALE Black	FEMALE Hispanic	FEMALE Amer. Indian	FEMALE Asian	FEMALE Non-MIN	FEMALE 2 or More Races	FEMALE TOTAL
Officials / Managers	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
Professionals	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
Technicians	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
Sales Workers	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
Office & Clerical	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="2"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
Craftworkers (Skilled)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
Operatives (Semi-skilled)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
Laborers (Unskilled)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
Service Workers	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
Temporary & Part-Time Employees	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
<b>TOTAL</b>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>

TOTAL FEMALE COUNT: 0

12. How Was Information as to Race or Ethnic Group in Section B Obtained:  ▼

13. Date of Payroll Period Used From:  To:

**Section C - Personal Identification**

14. First Name:  Last Name:  15. Title:  16. Contact Email:

17. Address:  City:  State:  ▼ Zip Code:

18. Phone Number:  Phone Extension:

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## PROPOSAL FORM 18: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.**

What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 ([https://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at [https://www.state.nj.us/dca/divisions/dlgs/programs/pay\\_2\\_play.html](https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html) They will be updated from time-to-time as necessary.
  - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d) The form may be used “as-is”, subject to edits as described herein.
  - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

1. any State, county, or municipal committee of a political party
2. any legislative leadership committee\*
3. any continuing political committee (a.k.a., political action committee)
4. any candidate committee of a candidate for, or holder of, an elective office:
  1. of the public entity awarding the contract
  2. of that county in which that public entity is located
  3. of another public entity within that county
  4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

5. individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

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

\* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”





**List of Agencies with Elected Officials Required for Political Contribution Disclosure**

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

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED, CUSTOMIZABLE FORM.**

**PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:**

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

Partnership

Sole Proprietorship

Limited Liability Partnership

Corporation

Limited Partnership

Subchapter S Corporation

Limited Liability Corporation

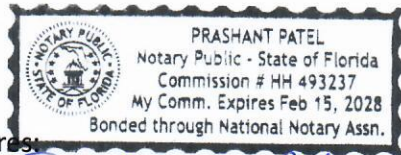
**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 6th day of August, 2024

(Notary Public)



My Commission expires:

2/15/2028

Prashant A. Patel

[Signature]  
(Affiant)

Dante P. Ercole MANAGING DIRECTOR  
(Print name & title of affiant)

(Corporate Seal)

## PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses to the General Terms and Conditions:

We take no exceptions/deviations to the general terms and conditions

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

**X** We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

Below are the General Terms and Conditions to which EPIC Business Essentials would like to deviate:

### ARTICLE 8 – BILLING AND REPORTING

**Payments:** The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

**Deviation:** *As the nation's largest network of ~800 independent dealer members with ~1600 locations across the United States who are mostly certified small businesses, EPIC Business Essentials dealer members are a critical component in receiving purchase orders, processing, handling and shipping the products/service to the end user; invoicing and receiving payments from participating entity using the contract.*

### ARTICLE 9 – PRICING

**Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement.

**Deviation:** *No administrative fee is stipulated in the Equalis Group Administration Agreement. EPIC Business Essentials reserves the right to agree to pay an administrative fees until after a percentage (%) is mutually agreed upon.*

### ATTACHMENT A:/ APPENDIX A: WINNING SUPPLIER REPORTING REQUIREMENTS

**Spend Data to include Distributor Landed Cost Total \$ (without deviations) and Distributor Landed Cost Total \$ (with Mfg deviations)**

**Deviation:** *Our network of independent dealers that comprise Independent Suppliers Group, the nation's largest network of independent dealers and parent company to EPIC Business Essentials, will be involved in processing, handling and shipping the products/service to the end user. We do not have a method to gather this level of detail from our individual member dealers.*

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*

## PROPOSAL FORM 21: EQUALIS GROUP ADMINISTRATION AGREEMENT

### Requirements for Master Agreement To be administered by Equalis Group

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

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

**EPIC Business Essentials' primary reason for negotiation is to agree upon an administrative fee.**

**PROPOSAL FORM 22: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE**  
**OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE**

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

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

**Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:**

We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

*(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)*

We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)*

08/26/24

Date



Authorized Signature & Title

**PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM**

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

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

Company name EPIC Business Essentials  
Address 5600 N. River Road  
City/State/Zip Rosemont, IL 60018  
Telephone No. 772-453-0959  
Fax No.  
Email address dercoli@epicbe.com  
Printed name Dante P Ercoli  
Position with company Managing Director  
Authorized signature 

**Term of contract** November 1, 2024 **to** October 31, 2027

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

  
\_\_\_\_\_  
Region 10 ESC Authorized Agent

Oct 21, 2024  
\_\_\_\_\_  
Date

Dr. Rickey Williams  
\_\_\_\_\_  
Print Name

**Equalis Group Contract Number** R10-1171A



**REQUEST FOR PROPOSAL #R10-1171 FOR:  
Online Marketplace and E-Commerce  
Purchasing Solutions**

**Section Three:**

Part A – Vendor Contract and Signature  
Form Attachment A – Equalis Group  
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## SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

### VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form ("Contract") is made as of November 1, 2024, by and between **EPIC BUSINESS ESSENTIALS** ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of Online Marketplace and E-Commerce Purchasing Solutions ("the products and services").*

### RECITALS

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

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

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

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

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

### 1. ARTICLE 1 – GENERAL TERMS AND CONDITIONS

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

- 1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.
- 1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

## 2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

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

## 3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

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

## 4. ARTICLE 4 – FORMATION OF CONTRACT

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

4.6 **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

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

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

## 5. ARTICLE 5 – TERMINATION OF CONTRACT

5.1 **Cancellation for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. If such event does occur, then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed.

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

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

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

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

claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

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

## 6. ARTICLE 6 – LICENSES

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

## 7. ARTICLE 7 – DELIVERY PROVISIONS

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

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

- 7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.
- 7.4 **Shipping Instructions:** Each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, and delivered in the place and time designated by the participating Member in their Purchase Order or by other mutual agreement.
- 7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.
- 7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating Member. The prime contractor will negotiate with the participating Member for the recovery of damages related to expenses incurred by the vendor for a delay for which the Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

## 8. ARTICLE 8 – BILLING AND REPORTING

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

## 9. ARTICLE 9 – PRICING

- 9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Region 10 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 manufacture documentation, or a formal cost justification letter. Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

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

- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Vendor shall offer Region 10 ESC any published price reduction during the contract period.

- 9.5 **Prevailing Wage**: It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees**: The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement. All pricing submitted to Region 10 shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.
- 9.7 **Price Calculation**: Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

## 10. ARTICLE 10 – PRICING AUDIT

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

## 11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS

- 11.1 **Current products**: Proposals shall be for products and services in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products**: If a product or model is discontinued, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services**: New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.

- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement:** Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.
- 11.8 **Domestic preference:** Region 10 ESC prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States.

## 12. ARTICLE 12 – INTELLECTUAL PROPERTY AND DATA REQUIREMENTS

- 12.1 **Intellectual Property Rights:** Vendor owns all rights to its intellectual property associated with the software and/or services made available through this Contract. Vendor represents that it has all intellectual property rights necessary to enter into and perform its obligations under this Contract. Vendor warrants that the Member will have use of any intellectual property contemplated by the Contract free and clear of claims of any nature by any third party including copyright or patent infringement, and that Vendor will indemnify the Member for any related infringement claims. All rights including all intellectual property rights in and to Member data will remain the sole and exclusive property of the Member.
- 12.2 **End-of-Service Transition:** When software service to a Member is discontinued, Vendor must ensure that all Member Data is securely returned, transferred, or destroyed as directed by the Member. Transfer of data must occur within a reasonable period of time, without significant interruption in service, and in the manner or format in which the data was provided. Vendor must use transfer methods that enable the Member to access and use Member's data and which are reasonably compatible with Member's systems. If data destruction is requested by the Member, Vendor must securely destroy all Member data in its possession and in the possession of any subcontractors or agents to which the Vendor might have transferred Member data.
- 12.3 **Data Security:** Vendor must implement and maintain reasonable security procedures and practices designed to protect Member data from unauthorized access, deletion, use, modification, or disclosure. Vendor must store and process Member data in accordance with standard commercial practices, including appropriate administrative, physical, and technical safeguards to secure it from unauthorized access, disclosure, alteration, and use. Security measures must be no less protective than those used to secure Vendor's own data of a similar type, and in no event less than reasonable measures in view of the type and nature of the data involved.
- 12.4 **Security Breach:** In the event of a security breach potentially involving the Member's data, Vendor must notify the Member and Region 10 ESC of the breach immediately and must fully investigate the incident and cooperate fully with the Member's investigation of and response to the security incident. Vendor will reimburse the Member for all costs incurred by

the Member in investigation and remediation of any security breach caused by the Vendor or subcontractors, including providing notification to individuals whose Personally Identifiable Information (PII) was compromised and to regulatory agencies or other entities as required by law or contract, providing one year's credit

monitoring to the affected individuals, and the payment of legal fees, audit costs, fines, and other fees imposed against the Member as a result of the security breach.

- 12.5 **Data Privacy:** Vendor may use Member data only for fulfilling its duties under the Contract. Vendor may not share Member data with or disclose it to any third party without the prior written consent of the Member, except as required by law. Vendor may not use or sell Member data for marketing, advertising, or commercial purposes. Vendor agrees to assist Member in maintaining the privacy of Member data as may be required by State and Federal law, including but not limited to FERPA, PRR, IDEA, and COPPA. Vendor may provide access to Member data only to its employees and subcontractors who need to access the data to fulfill Vendor's obligations under the Contract. Vendor must ensure that employees and subcontractors who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions included in the Contract.
- 12.6 **Use of Data:** Vendor may not use Member data for purposes of development, research, or product improvement without the express written consent of the Member. All Member data used for such purposes must be de-identified. This prohibition should be understood to include usage of Member data, behavior, or other input to train large language models and other machine-learning tools commonly referred to as "artificial intelligence" or "AI".
- 12.7 **Confidentiality:** Nothing in the Contract should be construed as prohibiting the Member from disclosing any information related to the Contract or related products and services in accordance with applicable law, including court order, subpoena, and the Texas Public Information Act.

### 13. ARTICLE 13 – MISCELLANEOUS

- 13.1 **Funding Out/Non-Appropriation Clause:** Any/all contracts exceeding one (1) year will contain a standard non-appropriation clause. Renewal of contracts will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The governing board of any member using the contract retains the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract.
- 13.2 **Disclosures:** Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- 13.2.1 Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in Equalis Group.
- 13.2.2 Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- 13.3 **Indemnity:** Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating Member.

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

[Signatures follow on Signature Form]

14. CONTRACT SIGNATURE FORM

**Please note:** A copy of the Contract Signature Form has been provided in Section 2; Proposal Submission and Required Forms

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

**VENDORS MUST SUBMIT THIS FORM AS PROVIDED IN SECTION 2 COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED**

Prices are guaranteed: **120 days**

Company name EPIC Business Essentials

Address 5600 North River Road

City/State/Zip Rosemont, IL 60018

Telephone No. 772-453-0959

Fax No.

Email address dercoli@epicbe.com

Printed name Dante Ercoli

Position with company Managing Director

Authorized signature 

**Term of contract** November 1, 2024 **to** October 31, 2027

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

\_\_\_\_\_  
Region 10 ESC Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**Equalis Group Contract Number** \_\_\_\_\_

# ATTACHMENT A – EQUALIS GROUP ADMINISTRATIVE AGREEMENT

**NOTE:** This agreement is provided as a model agreement which winning supplier will enter into upon award with Equalis Group. Respondents are asked not to respond with redlines for this model contract. Respondent should complete the Equalis Group Administration Agreement Declaration form found in section two of the Proposal Submission and Required Forms document. In this form, the respondent will need to indicate acceptance of these terms, or if they wish to negotiate.

THIS ADMINISTRATION AGREEMENT (this "**Agreement**"), effective as of November 1, 2024 (the "**Effective Date**"), is entered into by and between Winning Supplier, ("**Winning Supplier**") and Equalis Group LLC, a Delaware limited liability company with its principal place of business at 5540 Granite Parkway, Suite 200, Plano, Texas 75024 ("**Equalis**"). Throughout this Agreement, Winning Supplier and Equalis are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties**."

## SECTION 1. RECITALS

- A.** Education Service Center, Region 10 ("**Region 10**") serves as a lead public agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring master group purchasing agreements for products and services to be made available to Equalis Group members ("**Equalis Group Member**" or "**Member**").
- B.** Region 10 issued request for proposal ("**RFP**") #R10-1171 on behalf of Region 10 and Equalis Group Members for Online Marketplace and E-Commerce Purchasing Solutions ("**Products & Services**") and awarded a contract to Winning Supplier.
- C.** Region 10 and Winning Supplier entered into that certain master group purchasing agreement (the "**Master Agreement**") #contract number effective as of November 1, 2024 to provide Products & Services to Equalis Group Members.
- D.** The Master Agreement and this Agreement, together with all attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties.
- E.** Equalis Group serves as the contract administrator of the Master Agreement on behalf of Region 10.
- F.** Equalis actively promotes Master Agreements to current and prospective Equalis Group Members (collectively "**Prospective Participants**") through a range of marketing, prospecting, and sales strategies, including, but not limited to, marketing and sales collateral development, direct mail, web marketing, electronic communications, attendance at events, Winning Supplier sales representative training, and Winning Supplier field sales support (collectively, "**Equalis Services**") as more fully defined in **Appendix B**.
- G.** Any Prospective Participant who purchases Products & Services from Winning Supplier subject to the Master Agreement shall be considered a "**Program Participant**".
- H.** Winning Supplier desires to promote and expand its operations and increase the sales of its Products & Services to public sector, private sector, and non-profit organizations through Equalis Group.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

## **SECTION 2. BUSINESS TERMS**

**Defined Terms.** Any capitalized terms contained herein not defined in this Agreement shall have the same meaning as defined in the Master Agreement.

**Appendices.** The appendices attached hereto are made a part of this Agreement (if one, an “**Appendix**” or more, “**Appendices**”).

**Appendix A** defines Winning Supplier’s reporting requirements.

**Appendix B** sets forth the roles and responsibilities of the Parties.

**Appendix C** defines the financial terms between the Parties.

**Terms in Appendices.** In all cases where the terms of this Agreement and any Appendices disagree, the terms in the Appendix shall control.

### **Publicity & Joint Marketing.**

**Publicity.** A Party may only issue press releases or other public announcements with respect to this Agreement with the prior, written consent of the other Party.

**Joint Marketing / Logo & Name Use.** Winning Supplier authorizes Equalis to use Winning Supplier’s trademarks, names, and logos as provided by Winning Supplier to Equalis. Equalis authorizes Winning Supplier to use Equalis’ trademarks, names, and logos as provided by Equalis to Winning Supplier. Each Party’s use of the other Party’s trademarks, names, and logos will be limited to standard communication, including correspondence, newsletters, and website material, and joint marketing efforts, including, but not limited to, utilizing the same on correspondence, collateral, agreements, websites, newsletters, or other marketing materials promoting the Products & Services pursuant to the Master Agreement and this Agreement.

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 trademarks, names, and logos. Upon termination of this Agreement, each Party shall immediately cease use of the other Party’s trademarks, names, and logos.

### **SECTION 3. TERMS & CONDITIONS**

**Contract Administration.** Equalis Group shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Region 10, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by Equalis Group solely in its capacity as the contract administrator under the Master Agreement.

**Express Limitation of Equalis Liability.** With respect to any purchases of Products & Services by Region 10 or any Program Participant pursuant to the Master Agreement, Equalis shall not be: (i) construed as a, re- marketer, representative, partner, or agent of any type of the Winning Supplier, Region 10, or any Program Participant; (ii) obligated by, liable for, or in any way responsible for any order of Products & Services made by Region 10 or any Program Participant or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Products & Services; and (iii) obligated by, liable for, or in any way responsible for any failure by Region 10 or any Program Participant to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase Products & Services under the Master Agreement. Equalis makes no representation or guaranty with respect to any minimum purchases by Region 10 or any Program Participant, whether individually or collectively, or any employee thereof under this Agreement or the Master Agreement. The terms of this section shall survive the termination of this Agreement.

**Indemnification.** Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Lead Agency by or from Supplier under the Lead Agency Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

**Term & Termination.** The Term of this Agreement is the same as the Term of the Region 10 Master Agreement. This Agreement shall be terminated, if and when the Master Agreement is terminated. Upon termination of the Master Agreement for any reason, Winning Supplier shall continue making Administrative Fee and other payments, as set forth in **Appendix C**, to Equalis that are generated by individual Program Participant's purchase of Products & Services for a period of either i) one (1) year from the date of termination, or ii) through the then current expiration date of the Master Agreement, whichever is shorter, to the extent that Winning Supplier continues to generate revenue from each Program Participant's purchase of Products & Services following the termination of the Master Agreement.

**Audit of Winning Supplier.** Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants and payment of Administrative Fees to Equalis, pursuant to the Master Agreement and this Administration Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections

and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

**Notices.** All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder ("**Notice**") must be in writing and will be deemed given to the addresses set forth herein (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that day-to-day business communications, including notification of a change of address or revisions to any Appendix, may be made via electronic communication, including email.

**Addresses for Notices.** This section may be modified at any time by either Party providing the other Party with written Notice, including via email, of a change of address or addition or deletion to the individuals who will be copied on all Notices.

If to **Winning Supplier:**

Name / Title: **Dante Ercoli/ Managing Director**\_\_\_\_\_

Street Address: **5600 North River Road**\_\_\_\_\_

City/St/Zip: **Rosemont, IL 60018**\_\_\_\_\_

If to **Equalis:**

Equalis Group LLC  
Attn: Eric Merkle, SVP  
5540 Granite Parkway, Suite 200  
Plano, Texas 75024

**Waiver and Modification.** 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.

**Governing Law; Invalidity.** This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Texas without regard to rules of conflict of laws. If any provision of this Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by either Party pursuant to this Agreement shall be brought in a court of competent jurisdiction located in Richardson, Dallas County, Texas. In the event either Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

**Assignment.** This Agreement and the rights and obligations hereunder may not be assignable by either Party hereto without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that either Party may assign its respective rights and obligations under this Agreement without the consent of the other Party in the event either Party shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Agreement may be extended to additional entities affiliated with either Party upon the agreement of the other Party. No such extension will relieve the extending Party of its rights and obligations under this Agreement.

**No Third-Party Beneficiaries; Survival of Representations.** This Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Agreement, in whole or in part.

**Entire Agreement.** The Region 10 Master Agreement and this Agreement, together with all attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Agreement, and any ambiguity may not be construed for or against any Party.

**Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

**Titles, Headings & Recitals.** The Preamble to this Agreement is hereby incorporated herein and made part of this Agreement. The Recitals stated within this Agreement are deemed to be a part of this Agreement. The titles and headings of the sections and paragraphs of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

(Signature page to follow)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**WINNING SUPPLIER**

**EQUALIS GROUP, LLC**

By: 

By: \_\_\_\_\_

Name: D a n t e E r c o l i \_\_\_\_\_

Name: \_\_\_\_\_

Title: M a n a g i n g D i r e c t o r \_\_\_\_\_

Title: \_\_\_\_\_

Date: 08/27/24 \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX A: WINNING SUPPLIER REPORTING REQUIREMENTS

This Appendix may be modified at any time with the mutual written consent of the Parties, including via email. Winning Supplier shall electronically provide Equalis with a detailed line-item monthly report showing the dollar volume of all member Products & Services sales under the contract for the previous month. Reports shall be sent via e-mail to Equalis offices at [Reporting@EqualisGroup.org](mailto:Reporting@EqualisGroup.org). Reports are due on the **fifteenth (15<sup>th</sup>)** day after the end of the previous month. It is the responsibility of Winning Supplier to collect and compile all sales under the Master Agreement from Program Participants and submit one (1) monthly report. Fields below marked as \*required indicate a required field. All other fields are preferred, but not required:

<b>Member Data</b>	Equalis Member ID
	Vendor Customer Number *required (or Equalis Member ID)
	Customer Name *required
	Customer Street Address *required
	Customer City *required
	Customer Zip Code *required
	Customer State *required
<b>Distributor Data</b>	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code
	Distributor State
<b>Product Data</b>	Product Category level 1
	Product Category level 2 (Where available or applicable)
	Product Category level 3 (Where available or applicable)
	Distributor Product Number
	Manufacturer Product Number
	Product Description
	Product Brand Name
	Product packaging Unit of Measure, multiple levels if necessary
<b>Spend Data</b>	Purchase Unit of Measure
	Purchase Quantity
	Distributor Landed Cost Total \$ (without deviations)
	Distributor Landed Cost Total \$ (with mfr deviations)
	Customer Purchase Total \$ *required
	Admin Fee % *required
	Admin Fee \$ *required

## APPENDIX B: ROLES & RESPONSIBILITIES

This Appendix defines the roles and responsibilities of Equalis and Winning Supplier under this Agreement. This Appendix may be modified at any time with the mutual written consent of the Parties, including via email.

### 1. Equalis Services.

**1.1. Winning Supplier Sales Representative Training.** Equalis will develop, as appropriate and subject to Winning Supplier approval, various sales training materials, sales tools, and marketing collateral to promote the Master Agreement and Winning Supplier's Products & Services. Equalis, as appropriate, will i) conduct periodic sales trainings with Winning Supplier sales representatives assigned to sell Products & Services, ii) provide sales representatives with marketing collateral and sales tools to utilize with sales prospects, with particular focus on the procurement process that led to the establishment of the Master Agreement, the legal ability for sales prospects in any state to purchase Products & Services through the Master Agreement without having to conduct their own bid or RFP process, and the key differentiators in the design of this program with Winning Supplier, and iii) attend at least one Winning Supplier company-wide sales and/or leadership meeting per year.

**1.2. Sales Support.** Equalis will engage in Winning Supplier sales efforts as agreed by the Parties through participating in i) individual sales calls, ii) joint sales calls, iii) communications and customer service, iv) discussions and communication with sales prospects during the sales process to address questions relating to the procurement process, legal authority to purchase through the Master Agreement, and program design, v) trainings for Equalis Members' teams, vi) regular business reviews to monitor Program success, and vii) general contract administration.

**1.3. Marketing.** Equalis will incorporate information about the Products & Services into Equalis Group's website and general collateral materials. Equalis and Winning Supplier will jointly develop and approve marketing materials to promote Products & Services, such as website content, brochures and collateral, talking points, press releases, and correspondence. Equalis will market the Products & Services to Prospective Participants as part of Equalis' ongoing marketing activities through Equalis Group; these marketing efforts may consist of a combination of i) general marketing of all of Equalis Group's master group purchasing agreements, including the Master Agreement and Winning Supplier's Products & Services, ii) marketing of Winning Supplier's Products & Services specifically and/or as part of a package of selected master group purchasing agreements to targeted Prospective Participants, and iii) attending trade shows, conferences, and meetings.

### 2. Winning Supplier Roles & Responsibilities.

As a condition to Winning Supplier entering into the Master Agreement, which is available to all Public Sector Entities, Winning Supplier must make certain representations, warranties, and covenants to Equalis designed to ensure the success of the Master Agreement for all Prospective Participants, sales prospects, and Winning Supplier.

**2.1. Equalis Group Membership Agreement.** Winning Supplier will make available the Equalis Group Master Intergovernmental Cooperative Purchasing Agreement (whether in hard copy, electronically, or via [www.EqualisGroup.org](http://www.EqualisGroup.org)) and request any Prospective Participants subject to the Master Agreement who have not already joined Equalis Group to join Equalis Group in conjunction with executing Winning Supplier's Customer Agreements and/or beginning to purchase Products & Services from Winning Supplier to ensure that Winning Supplier and each Program Participant are in full compliance with applicable state procurement statutes.

**2.2. Corporate Commitment.** Winning Supplier commits that i) the Master Agreement has received all necessary corporate authorizations and support of Winning Supplier's executive management, ii) the Master Agreement will be promoted to Public Sector Entities, and iii) Winning Supplier will identify an executive corporate sponsor and a separate national account manager that will be responsible for the overall management of the Master Agreement and this Agreement.

**2.3. Sales Commitment.** Winning Supplier commits to market the Master Agreement as a market strategy in the public sector and that its sales force will be trained, engaged, and committed to offering the Master Agreement to Public Sector Entities through Equalis Group in the geographies defined in the Master Agreement. Winning Supplier commits that all sales under the Master Agreement will be accurately and timely reported to Equalis. Winning Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Program Participants under the Master Agreement in a consistent or better manner compared to sales to Public Sector Entities if Winning Supplier were not awarded the Master Agreement. Supplier will make available to interested Prospective Participants such price lists or quotes as may be necessary for such Prospective Participants to evaluate potential purchases of Products & Services under the Master Agreement.

**2.4. Marketing Commitment.** Winning Supplier commits to work with Equalis to develop a sales and marketing plan ("**Plan**") within the first ninety (90) days of the Master Agreement Effective Date. The Plan may include, but is not limited to, the following:

- 2.4.1.** Issuing co-branded press release
- 2.4.2.** Publishing Master Agreement details and contact information on both Equalis Group and Winning Supplier's websites
- 2.4.3.** Scheduling and holding training on the Master Agreement for the sales teams of both Equalis Group and Winning Supplier
- 2.4.4.** Jointly participating in national and regional conferences
- 2.4.5.** Jointly attending national and regional Equalis Group Member networking events
- 2.4.6.** Designing, publishing, and distributing co-branded marketing materials
- 2.4.7.** Engaging in ongoing marketing and promotion of the Master Agreement for the entire Term of the Master Agreement (e.g., developing and presenting case studies, collateral pieces, and presentations)

## APPENDIX C: FINANCIAL TERMS

This Appendix may be modified at any time with the mutual written consent of the Parties.

### **1. Administrative Fee.**

On or before the fifteenth (15<sup>th</sup>) of each month, Winning Supplier shall remit to Equalis an administrative fee payment (the "**Administrative Fee**") (percentage to be negotiated) of the total Winning Supplier revenue (the "**Equalis Group Spend**" or "**Spend**") invoiced to Program Participants during the prior calendar month. "Spend" shall mean the cumulative purchases of Products & Services by Program Participants under the Master Agreement net of taxes, shipping costs, returns, and credits. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one- and one-half percent (1.5%) per month or the maximum rate permitted by law until paid in full.

### **2. Case-by-Case Administrative Fee Adjustments.**

The Parties understand and acknowledge that Wining Supplier may have to provide aggressive deviated pricing on a case-by-case basis to win certain opportunities with Prospective Participants when those opportunities represent a sufficiently large Spend and/or are highly competitive. In such situations, Winning Supplier may request Equalis accept a reduced Administrative Fee. The Parties agree to evaluate each such situation as it arises and utilize best efforts to establish an adjusted Administrative Fee rate upon mutual written agreement (including via email) of the Parties.

### **3. Rebates or Other Payments.**

Insert rebate or other payment language as agreed.

## ATTACHMENT C: STATE NOTICE

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with Equalis Group and access the Vendor Contract award made pursuant to this solicitation, and hereby given notice of the foregoing Request for Proposal for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State 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	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State 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				

Lists of political subdivisions and local governments in the above referenced states/districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) 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 CITIES  
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 TOOEELE, 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:**

BANKS FIRE DISTRICT, OR  
BATON ROUGE WATER COMPANY  
BEND METRO PARK AND RECREATION DISTRICT  
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA  
BOARDMAN PARK AND RECREATION DISTRICT  
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA  
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL  
CITY OF BOGALUSA SCHOOL BOARD, LA  
CLACKAMAS RIVER WATER  
CLATSKANIE PEOPLE'S UTILITY DISTRICT  
CLEAN WATER SERVICES

CONFEDERATED TRIBES OF THE UMATILLA INDIAN  
RESERVATION  
COOS FOREST PROTECTIVE ASSOCIATION  
CHEHALEM PARK AND RECREATION DISTRICT  
DAVID CROCKETT STEAM FIRE COMPANY #1, LA  
EUGENE WATER AND ELECTRIC BOARD  
HONOLULU INTERNATIONAL AIRPORT  
HOODLAND FIRE DISTRICT #74  
HOUSING AUTHORITY OF PORTLAND  
ILLINOIS VALLEY FIRE DISTRICT  
LAFAYETTE AIRPORT COMMISSION, LA

LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION  
3

LOUISIANA PUBLIC SERVICE COMMISSION, LA  
LOUISIANA WATER WORKS  
MEDFORD WATER COMMISSION  
MELHEUR COUNTY JAIL, OR  
METRO REGIONAL GOVERNMENT  
METRO REGIONAL PARKS  
METROPOLITAN EXPOSITION RECREATION  
COMMISSION  
METROPOLITAN SERVICE DISTRICT (METRO)  
MULTNOMAH EDUCATION SERVICE DISTRICT  
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA  
NORTHEAST OREGON HOUSING AUTHORITY, OR  
PORT OF BRANDON, OR  
PORT OF MORGAN CITY, LA  
PORTLAND DEVELOPMENT COMMISSION, OR  
PORTLAND FIRE AND RESCUE  
PORTLAND HOUSING CENTER, OR

OREGON COAST COMMUNITY ACTION  
OREGON HOUSING AND COMMUNITY SERVICES  
OREGON LEGISLATIVE ADMINISTRATION  
ROGUE VALLEY SEWER, 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 MASS TRANSIT DISTRICT  
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA  
SOUTH LAFOURCHE LEVEE DISTRICT, LA  
TRI-COUNTY METROPOLITAN TRANSPORTATION  
DISTRICT OF OREGON  
TUALATIN HILLS PARK & RECREATION DISTRICT  
TUALATIN VALLEY FIRE & RESCUE  
TUALATIN VALLEY WATER DISTRICT  
WILLAMALANE PARK AND RECREATION DISTRICT  
WILLAMETTE HUMANE SOCIETY

**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  
MARION COUNTY SCHOOL DISTRICT  
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<sup>TH</sup> JUDICIAL DISTRICT  
ATTORNEY STATE OF UTAH