TO: School Health Corporation  
865 Muirfield Drive,  
Hanover Park, IL 60133  

DATE ISSUED: April 8, 2015  
CURRENT REFERENCE NO: 749-15  
CONTRACT TITLE: SCHOOL HEALTH CORP

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on June 30, 2017.

Upon satisfactory performance by the Contractor and with the concurrence of the Contractor, the County may authorize continued operations of the Contractor under the same contract unit prices for not more than two (2) additional twelve (12) month periods from July 1, 2017 to June 30, 2019.

The contract documents consist of the terms, conditions, and specifications of TCPN Contract R140103 and the bid of the Contractor incorporated herein by reference.

ATTACHMENTS:
RIDER AGREEMENT NO. 749-15.

CONTRACT PRICING:
REFER TO ATTACHED PRICING

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

CONTACT: Gina Streepy  
VENDOR PAYMENT TERMS: NET 30 DAYS  
CONTACT EMAIL: gstreepy@schoolhealth.com  
COUNTY CONTACT: Conor Ward  

TELEPHONE NO.: 630-582-7986  
TELEPHONE NO.: 703-228-5581  
FAX NO.: 630-582-0532

CONTRACT AUTHORIZATION  
GUINEVERE BRUNER, CPPB  
PROCUREMENT OFFICER

DISTRIBUTION  
BID FOLDER: 1
RIDER AGREEMENT NO. 749-15

THIS AGREEMENT (hereinafter “Agreement”) is made, on the date of its execution by the County, between School Health Corporation, 865 Murfield Drive, Hanover Park, IL 60133 (“Contractor”), an Illinois corporation authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia (“County”). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement and Exhibit A (TCPN Contract R140103) together with any exhibits and amendments issued or applicable thereto (collectively, “Contract Documents” or “Contract”). This Agreement rides a contract awarded to the Contractor by TCPN and extended by the Contractor to the County on the same terms and conditions as the Contractor’s agreement with TCPN, and substituting the phrases “County Board of Arlington County” or “Arlington County”, as appropriate, for the phrase TCPN wherever those phrases appear in the Contract Documents. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties’ agreement which is not contained in the Contract Documents.

2. CONTRACT TERM
The Contractor’s provision of goods for the County (“Work”) shall commence on the date of execution of this Agreement by the County and shall be completed no later than June 30, 2017 (“Initial Contract Term”), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance by the Contractor and with the concurrence of the Contractor, the County may authorize continued operations of the Contractor under the same contract unit prices for not more than two (2) additional twelve (12) month periods from July 1, 2017 to June 30, 2019 (each such period shall be referred to as a ‘Subsequent Contract Term’).

3. CONTRACT PRICING
The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices set forth in Exhibit A for Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

4. PAYMENT
Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor, and accepted by the County. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.
5. **SCOPE OF WORK**
The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to provide healthcare and science supplies for instruction, demonstration and related services.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

6. **PROJECT OFFICER**
The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

7. **COUNTY PURCHASE ORDER REQUIREMENT**
County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

8. **NON-APPROPRIATION**
All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

9. **PAYMENT OF SUBCONTRACTORS**
The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

Rider Agreement No. 749-15
a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

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11. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not, during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

12. **DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

13. **INDEMNIFICATION**

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County, and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.
14. RELATION TO COUNTY
The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

15. DISPUTE RESOLUTION
All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for breach of contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claim shall state the facts surrounding it in sufficient detail to identify it, together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Arlington County Purchasing Resolution, which is incorporated herein by this reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.

16. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

17. FORCE MAJEURE
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

18. NOTICES
Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a)
delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:
School Health Corporation
ATTN: Gina Streepy
865 Muirfield Drive
Hanover Park, IL 60133

TO THE COUNTY:
Conor Ward, Project Officer
Department of Human Services
800 S. Walter Reed Drive
Arlington, VA 22204

AND

Bradley Turner, Acting Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

19. ARLINGTON COUNTY BUSINESS LICENSES
The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: ______________
NAME: BRADLEY TURNER
TITLE: ACTING PURCHASING AGENT
DATE: 4/8/15

SCHOOL HEALTH CORPORATION

AUTHORIZED SIGNATURE: ______________
NAME: Andrew Werten / Team Lead
TITLE: Contract Sales
DATE: 4-7-15

Rider Agreement No. 749-15
APPENDIX A

VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of ____________, by and between ____________________ ("Vendor") ____________________ and Region 4 Education Service Center ("Region 4 ESC") for the purchase of ____________________

__________________________________________________________ ("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 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

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 4 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 TCPN; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, including, without limitation, Vendors 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 TCPN shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.
1.4 Purchasing procedure:
- Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO “Per TCPN Contract.”
- Vendor delivers goods/services directly to the participating agency.
- Awarded vendor invoices the participating agency directly.
- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly to TCPN.

1.5 Customer Support: The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

**ARTICLE 2- ANTICIPATED TERM OF AGREEMENT**

2.1 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 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based on the contact whether renewed or not.

2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC’s intent renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

**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. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred.

3.2. **Compliance:** Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.

3.3. **Offeror’s Promise:** Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

**ARTICLE 4- FORMATION OF CONTRACT**

4.1. **Offeror Contract Documents:** Region 4 ESC will review proposed offeror contract documents. Vendor’s contract document shall not become part of Region 4 ESC’s contract with vendor unless and until an authorized representative of Region 4 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) and best and final offer(s), and properly issued and reviewed purchase orders
referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region

4 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 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).

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

4.6. **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.

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

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

4.8 **Supplemental Agreements:** The entity participating in the Region 4 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 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.

4.9 **Adding authorized distributors/dealers:** Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.
ARTICLE 5- TERMINATION OF CONTRACT

5.1 **Cancellation for Non-Performance or Contractor Deficiency:** Region 4 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

i. Providing material that does not meet the specifications of the contract;
ii. Providing work 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 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
vi. Performing work or providing services under the contract prior to receiving a Region 4 ESC reviewed purchase order for such work.

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

5.2 **Termination 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 4 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event occurs then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service Failures:** Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 **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.

5.5 **Standard Cancellation**: Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time.

**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 4 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 **Survival Clause**: All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer 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.

**ARTICLE 7- DELIVERY PROVISIONS**

7.1 **Delivery**: Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

7.2 **Inspection & Acceptance**: If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

**ARTICLE 8- BILLING AND REPORTING**

8.1 **Payments**: The 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 **Invoices**: The awarded vendor shall submit invoices to the participating entity clearly stating “*Per TCPN Contract*”. The shipment tracking number or pertinent information for verification shall be made available upon request.
8.3 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

8.4 **Reporting:** The awarded vendor shall electronically provide TCPN with a detailed monthly report showing the dollar volume of all sales under the contract for the previous month. Reports shall be sent via e-mail to TCPN offices at reporting@tcpn.org. Reports are due on the **fifteenth (15th)** day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating Members and submit one (1) report. The report shall be sent in Excel format and must follow information listed below:

**Report Heading:**
- Vendor Name
- TCPN Contract#
- Reporting Period

**The columns need to consist of the following information:**
- Entity Name
- Street Address
- City
- State
- Zip Code
- Either a PO# or a Job# that’s being used to reference this job
- Total sale amount (Gross Amount)
- Amount received for reporting period (if applicable)
- TCPN Fee for that reporting period (if applicable)
- Make sure to total the amount received and TCPN fee columns

If Vendor has more than one (1) contract with TCPN, those sales must be reported separately; they can have their own Excel tab or their own spreadsheet attachment.

If there are no sales for the reporting period due; Vendor must email Lorraine Vuong at lvuong@tcpn.org stating “No Sales.”

**ARTICLE 9- PRICING**

9.1 **Best price guarantee:** The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. The awarded vendor agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.

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 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.

It is the awarded vendor’s responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was accepted in the original contract.
9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 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 4 ESC or its 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:** All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay administrative fees to TCPN as calculated as follows: (Sales will be calculated for fiscal year of January 1st through December 31st and reset each year)

<table>
<thead>
<tr>
<th>Annual Sales Through Contract</th>
<th>Administrative Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - $50,000,000</td>
<td>2%</td>
</tr>
<tr>
<td>$50,000,001 - $100,000,000</td>
<td>1.75%</td>
</tr>
<tr>
<td>$100,000,001 - $150,000,000</td>
<td>1.5%</td>
</tr>
<tr>
<td>$150,000,001 - $200,000,000</td>
<td>1.25%</td>
</tr>
<tr>
<td>$200,000,001 - $500,000,000</td>
<td>1%</td>
</tr>
<tr>
<td>$500,000,001 - $1,000,000,000</td>
<td>0.75%</td>
</tr>
<tr>
<td>$1,000,000,000+</td>
<td>0.5%</td>
</tr>
</tbody>
</table>

**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 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 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 4 ESC shall have the authority to conduct random audits of Vendor’s pricing that is offered to eligible entities at Region 4 ESC’s sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor’s pricing at Vendor’s sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.
ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS

11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

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:** Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 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:** (for New Jersey and all other applicable States) 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.

ARTICLE 12- SITE REQUIREMENTS

12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

12.2 **Preparation:** Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

12.3 **Registered sex offender restrictions:** For work to be performed at schools, vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member’s discretion. Vendor must identify any additional

Page 22 of 61
12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

12.5 **Smoking:** Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member’s request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor’s responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

**ARTICLE 13- MISCELLANEOUS**

13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:

“Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.”

13.2 **Disclosures:** Offeror 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.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The Offeror affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

13.3 **Indemnity:** The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the 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 4 ESC or TCPN,
its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.

13.4 **Franchise Tax:** The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

13.5 **Marketing:** Awarded vendor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from Region 4 ESC.

13.6 **Certificates of Insurance:** Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

13.7 **Legal Obligations:** It is the Offeror’s responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

13.8 **Open Records Policy:** Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the “Acknowledgement and Acceptance to Region 4 ESC’s Open Record Policy” form found at the beginning 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 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Offeror 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.
VENDOR CONTRACT 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.

Prices are guaranteed: **120 days**

- **Company name**: School Health Corporation
- **Address**: 865 Muirfield Dr
- **City/State/Zip**: Hanover Park, IL 60133
- **Telephone No.**: 866-233-5405
- **Fax No.**: 800-235-1305
- **Email address**: bids@SchoolHealth.com
- **Printed name**: Andrew Wlezan
- **Position with company**: Contract Sales Team Lead
- **Authorized signature**: 

Accepted by The Cooperative Purchasing Network:

**Term of contract**: July 1, 2014 to June 30, 2017

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 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

Region 4 ESC Authorized Board Member

Rita Drabek

Print Name

Region 4 ESC Authorized Board Member

Faye B. Bryant

Print Name

TCPN Contract Number: R140103
Appendix D:
GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

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

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

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

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

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

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

* See Following Page
Appendix D:

General Terms & Conditions Acceptance Form

School Health is offering free shipping and handling on orders over $90.00. Standard shipping rates will apply on orders under $90.00.
Appendix E: QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. States Covered
   Offeror must indicate any and all states where products and services can be offered. Please indicate the price co-efficient for each state if it varies.

   ☒ 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)
   - Alabama
   - Alaska
   - Arizona
   - Arkansas
   - California
   - Colorado
   - Connecticut
   - Delaware
   - District of Columbia
   - Florida
   - Georgia
   - Hawaii
   - Idaho
   - Illinois
   - Indiana
   - Iowa
   - Kansas
   - Kentucky
   - Louisiana
   - Maine
   - Maryland
   - Massachusetts
   - Michigan
   - Minnesota
   - Mississippi
   - Missouri
   - Montana
   - Nebraska
   - Nevada
   - New Hampshire
   - New Jersey
   - New Mexico
   - New York
   - North Carolina
   - North Dakota
   - Ohio
   - Oklahoma
   - Oregon
   - Pennsylvania
   - Rhode Island
   - South Carolina
   - South Dakota
   - Tennessee
   - Texas
   - Utah
   - Vermont
   - Virginia
   - Washington
   - West Virginia
   - Wisconsin
   - Wyoming

   ☒ Territories & Outlying Areas (Selecting this box is equal to checking all boxes below)
   - American Samoa
   - Federated States of Micronesia
   - Guam
   - Midway Islands
   - Northern Marina Islands
   - Puerto Rico
   - U.S. Virgin Islands

2. Diversity Programs
   - Do you currently have a diversity program or any diversity partners that you do business with? ☐Yes ☒No
   - If the answer is yes, do you plan to offer your program or partnership through TCPN? ☐Yes ☒No
(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

- Will the products accessible through your diversity program or partnership be offered to TCPN members at the same pricing offered by your company? ☐ Yes ☐ No ☑ No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

3. **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

   It is the policy of some entities participating in TCPN to involve minority and women business enterprises (MWBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

   a. **Minority Women Business Enterprise**

      Respondent certifies that this firm is an MWBE ☑ Yes ☐ No

      List certifying agency: **Women’s Business Enterprise National Council**

   b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**

      Respondent certifies that this firm is a SBE or DBE ☐ Yes ☑ No

      List certifying agency: ___________________________________________

   c. **Disabled Veterans Business Enterprise (DVBE)**

      Respondent certifies that this firm is a DVBE ☐ Yes ☑ No

      List certifying agency: ___________________________________________

   d. **Historically Underutilized Businesses (HUB)**

      Respondent certifies that this firm is a HUB ☐ Yes ☑ No

      List certifying agency: ___________________________________________

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

      Respondent certifies that this firm is a HUBZone ☐ Yes ☑ No

      List certifying agency: ___________________________________________

   f. **Other**

      Respondent certifies that this firm is a recognized diversity certificate holder ☐ Yes ☑ No

      List certifying agency: ___________________________________________

4. **Residency**

   Responding Company’s principal place of business is in the city of **Hanover Park**, State of **IL**.
SCHOOL HEALTH CORPORATION

TO

National Women's Business Enterprise Certification

 hereby affirms

National Women's Business Enterprise

WBE

NATIONAL COGNITIVE CORPORATION
5. Felony Conviction Notice

Please check applicable box:

- [ ] A publicly held corporation; therefore, this reporting requirement is not applicable.
- [x] Is not owned or operated by anyone who has been convicted of a felony.
- [ ] Is owned or operated by the following individual(s) who has/have been convicted of a felony.

*If the third box is checked a detailed explanation of the names and convictions must be attached.

6. Processing Information

Company contact for:

**Contract Management**

Contact Person: Brett Murdock
Title: Territory Sales Manager
Company: School Health Corporation
Address: 705 Muirfield Dr
City: Hanover Park State: IL Zip: 60133
Phone: 630-339-7955 Fax: 866-235-1365
Email: bmurdock@schoolehalth.com

**Billing & Reporting/Accounts Payable**

Contact Person: Andrew Whezen
Title: Contract Sales Team Lead
Company: School Health Corporation
Address: 705 Muirfield Dr
City: Hanover Park State: IL Zip: 60133
Phone: 766-329-5465 Fax: 866-235-1365
Email: bids@schoolehalth.com

**Marketing**

Contact Person: Maroun Abozeid
Title: Director, Product Management
Company: School Health Corporation
Address: 705 Muirfield Dr
City: Hanover Park State: IL Zip: 60133
Phone: 766-329-5465 Fax: 866-235-1365
Email: mabozeid@schoolehalth.com
7. Distribution Channel: Which best describes your company's position in the distribution channel:
   - [ ] Manufacturer direct  [ ] Certified education/government reseller
   - [x] Authorized distributor  [ ] Manufacturer marketing through reseller
   - [x] Value-added reseller  [ ] Other ________________________________

8. Pricing Information
   - In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
     - [x] Yes  [ ] No
     (If answer is no, attach a statement detailing how pricing for participants would be calculated.)
   - Pricing submitted includes the required administrative fee.  [ ] Yes  [ ] No
     (Fee calculated based on invoice price to customer)
   - Additional discounts for purchase of a guaranteed quantity?  [ ] Yes  [ ] No

9. Cooperatives
   List any other cooperative or state contracts currently held or in the process of securing

<table>
<thead>
<tr>
<th>Cooperative/State Agency</th>
<th>Discount Offered</th>
<th>Expires</th>
<th>Annual Sales Volume</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buyboard</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>NIPA</td>
<td></td>
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<td>GSA</td>
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</table>

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Appendix F:
COMPANY PROFILE

Please provide the following:

1. Company’s official registered name.

2. Brief history of your company, including the year it was established.

3. Company’s Dun & Bradstreet (D&B) number.

4. Corporate office location.

5. List the total number of sales persons employed by your organization within the United States, broken down by market.

6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
   a. Sales
   b. Sales Support
   c. Marketing
   d. Financial Reporting
   e. Executive Support

8. Define your standard terms of payment.

9. Who is your competition in the marketplace?


12. What is your strategy to increase market share?

13. What differentiates your company from competitors?

14. Describe the capabilities and functionality of your firm’s on-line catalog/ordering website.

15. Describe your company’s Customer Service Department (hours of operation, number of service centers, etc.).

16. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.
Marketing / Sales

17. Detail how your organization plans to market this contract within the first ninety (90) days of the award date. This should include, but not be limited to:
   a. A co-branded press release within first 30 days
   b. Announcement of award through any applicable social media sites
   c. Direct mail campaigns
   d. Co-branded collateral pieces
   e. Advertisement of contract in regional or national publications
   f. Participation in trade shows
   g. Dedicated TCPN and Region 4 ESC internet web-based homepage with:
      i. TCPN and Region 4 ESC Logo
      ii. Link to TCPN and Region 4 ESC website
      iii. Summary of contract and services offered
      iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

18. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

19. Explain how your company plans to market this agreement to existing government customers.

20. Provide a detailed ninety (90) day plan describing how the contract will be implemented within your firm.

21. Describe how you intend on train your national sales force on the Region 4 ESC agreement.

22. Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

23. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

   $_________ in year one
   $_________ in year two
   $_________ in year three

Administration

24. Describe your company’s implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative’s name(s), contact person(s) and contact information as reference(s).

25. Describe the capacity of your company to report monthly sales through this agreement.

26. 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.
27. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

**Green Initiatives**

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth’s climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 4 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

28. Please provide your company’s environmental policy and/or green initiative.

**Vendor Certifications (if applicable)**

29. 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.

**References**

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past three (3) years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

- Entity Name
- Contact Name and Title
- City and State
- Phone Number
- Years Serviced
- Description of Services
- Annual Volume
Appendix F: Company Profile

1. School Health Corporation

2. School Health Corporation was founded in 1950 and incorporated in the State of Illinois August 26, 1959. School Health is a certified Women Business Enterprise, family-owned and operated. School Health is a full spectrum distributor of various categories of healthcare related products. As a distributor of over 20,000 items, we work with around 850 vendors and by doing so we have the most comprehensive product selection within our categories.

3. Duns & Bradstreet # 02-490-6331

4. School Health Corporation
   865 Muirfield Dr.
   Hanover Park, IL 60133
   PH: 866-323-5465 FAX: 800-235-1305

5. See enclosed documents regarding sales roster and territory breakdown. (attachment 1 & 2)

6. The School Health corporate office location is at 865 Muirfield Drive, Hanover Park, IL 60133. There are also multiple sales manager offices including the National Accounts manager in IL, Government Accounts manager in Utah and our local TCPN sales manager in Houston, TX (Christine Carlton). There is a SH service center in IL and we have the support of 850 vendors representing hundreds of offices throughout the US.

7. Contact information:
   Sales: Gina Streepy (National Accounts Manager-25 years of market experience)
   Brett Murdock (Government Accounts Manager)
   Sales Support: Gail Knateder (National Accounts support team)
   Marketing: Jennifer Mallo (specializes in Healthcare Supplies)
   Financial Reporting: Andrew Wlezien
   Executive Support: John Rooney (Vice President of Sales)

8. Payment terms are Net 30

9. Marketplace competitors – MacGill, School Nurse Supply, Moore Medical

10. Overall Annual Sales
    2011 $41,257,591

865 Muirfield Drive Hanover Park, Illinois 60133
Toll Free 866-323-5465 Fax 800-235-1305
2012 $46,674,918
2013 $50,236,486

11. Overall Public Sector Sales
   2011 $35,218,838
   2012 $37,458,853
   2013 $39,753,824

12. Strategy to increase market share: In addition to the fully comprehensive healthcare categories covered through School Health, School Health is a full spectrum distributor of products relating to athletics, school nursing, first aid and healthcare related medical supplies and equipment. As a distributor of over 20,000 items, we work closely with 850 vendors. By doing so we have the most comprehensive product selection within the categories and can offer the best products to members of TCPN. We will increase market share utilizing technology, for example, highlighting the contract on our website and creating a customized web landing page specifically branded to TCPN. By making it easy for members to shop, and by having all the depth of product selection we will increase sales. We will maximize our equipment/product print ads and be sure to include our contract number on our printed materials. School Health continually works with suppliers and manufacturers to offer the best and latest products. School Health in increasing and improving communication with customers to bring them awareness of the products and services available, via direct mail, email, and website displays. School Health partners with suppliers to provide exceptional value for customers which will help to increase market share. School Health customers include those in early childhood, speech therapy, occupational therapy, vision therapy, and special education. Product categories offered include:

- Classroom/Boardroom Reference Materials
- Clothing/Apparel/Disposable
- Diagnostic Equipment
- Emergency Response/First Aid Kits
- Healthcare Furniture
- Infection Control
- Instruments/Surgical Supplies
- Medical Equipment & Supplies
- Nursing Supplies
- Patient Supplies
- Respiratory
- Simulators/Manikins
- Speech Therapy Solutions
- Student Supplies
13. What differentiates - First, by awarding the single source contract to School Health, your members will have the ability to purchase over 20,000 quality products, equipment and supplies on a National level pricing scale. SH is Women owned and operated, giving your members the option that need to make minority purchases. Next, the contract permits smaller departments to obtain our exclusive packages and software typically offered to only large or National customers. Our contract customers benefit by having a dedicated and fully trained Sales and Customer Care team assigned to each territory, as well as one dedicated to National Accounts (so TCPN customers get the highest level of attention). We assist with product questions, training, and services without additional cost to the end user. Our staff regularly researches state mandates to anticipate questions, source products or equipment to meet state requirements prior to the specified date of a law taking effect. The TCPN contract allows our School Health team to be a huge asset to our customers by taking excellent service to the next level, saving their administration time and money, and relieving them of the expensive bid process. School Health Corporation has products and services in all the requested Healthcare Supplies categories including Diagnostic Equipment, Emergency Response/First Aid Kits, Infection Control, medical Equipment & Supplies, Nursing Supplies and Speech Therapy Solutions. School Health has the widest spectrum of products and services in the market for customers in the health services market. School Health publishes a health services catalog in the spring and fall. Each catalog mailing consists of 35,000 catalogs. Regular direct mail promos are also sent customers. (attachment 3)

14. On line / technology capabilities- School Health has a fully functional website which provides useful product information and pictures, allows ordering and purchasing products through the site. There is a supply list function that allows customers to create and maintain lists of item they’d like to purchase or items purchased frequently. There is also a virtual catalog, online order form and the ability to send quote requests and product requests. School Health utilizes powerful technology to service our ecommerce customers. First, we are proud to say our website is the best in the industry. Shoppers can find operating manuals, MSDS, FAQ’s, videos, and more to help them make their buying decisions without ever having to leave the page. TCPN customers will have the most up-to-date information at their fingertips 24/7. We have also installed advanced search and navigation features so that locating a product on the site is quicker and easier than ever. Additionally, customers have the ability to create their own personal account on the site and can save multiple shipping addresses to their address book, making it easy to checkout and order from us again and again. Other features include Live Chat, the ability to create and save supply lists for easy supply ordering, the ability to create large orders easily using the order by item number feature, and the ability to ship to multiple addresses from one shopping cart. For our contract customers, we have the ability to offer contract pricing online with the option of a dedicated landing page.
and virtual store where customers can shop their specific contract products and see their discounts as they shop.

**Capabilities/Functionalities of Ordering Website:**

- Ability to enter a list of item numbers and quantities to quickly add to cart
- Search by keyword or item number to locate product and learn more about it
- Browse by category to shop wide selection
- Build a comparison list to quickly compare products side-by-side
- Build a supply list and save your most frequently purchased items for easy ordering
- Email your supply list to others, where they can save it to their supply list or add to their cart
- Save your shopping cart if you need to come back to your shopping later
- Live chat if you want to “talk” to a person without picking up the phone
- Ability to ship and bill to two different addresses
- Ability to store multiple ship-to and bill-to addresses in your account
- View product stock statuses as you shop
- Checkout with a PO number, a credit card, or both
- Online return form to request a return
- Punch-out capability available upon request for accounts that meet minimum sales requirements
- Contract pricing available online available upon request for accounts that meet minimum sales requirements

15. Customer Service Department - School Health Corporation has an inbound calling center that will address customers’ needs Monday through Friday 7am-5pm CST. We answer 95% of inbound calls within 20 seconds. We have a 95% accuracy rate when entering orders. Our call center enters 98% of orders we receive the same day. A phone monitoring program is in place to insure world class customer service to callers at all times. Our Customer Care department also provides School Health customers the opportunity to chat online by way of our School Health website. National Account
orders are received by either mail, fax or electronically or by way of the School Health website. These orders are directed to the National Accounts Order Entry team and are then given special attention to insure that special pricing arrangements have been applied to orders when entered and processed. Orders are entered within 8 hours of receiving them, and usually ship within 48 hours. The National Accounts team codes these orders and flags the accounts as TCPN members so that these orders can be tracked for sales reporting purposes by way of our SalesForce sales tracking system. SalesForce also allows us to easily locate and see TCPN orders and customers at a future point in time.

16. School Health Corporation have not been involved in any litigation, bankruptcy or reorganization.

**Marketing / Sales**

17. Our marketing plan will include highlighting the contract on our website and creating a customized web landing page specifically branded to TCPN members. The contract pricing associated with the contract will automatically appear as they shop. We will maximize our equipment/product print ads and be sure to include our TCPN contract number on printed materials.

**90 day marketing plan (more detail in question 20):**
- Co-branded press release within 30 days of the award
- Announcement of award through social media sites (FB, Twitter)
- Advertisement of contract on the website
- Direct mail campaigns (that can include TCPN contract details)
- Email campaigns
- Co-branded marketing collateral
- Participation in trade shows together

**Dedicated TCPN and Region 4 ESC web page from School Health site with:**
- TCPN and 4 ESC logo
- Link to TCPN and Region 4 ESC website
- Summary of contract and services offered
- Documents, including: copy of solicitation, copy of contract and any amendments, and marketing materials

18. Demonstrating the Benefits - School Health will distribute direct mail and email communications to eligible entities where the relationship will be highlighted in conjunction with the benefits of this contract including the vast selection of products along with support and service in finding the right products for their particular needs. Contact information of eligible entities will be provided to the sales team for direct personal contact.

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Toll Free 866-323-5465 Fax 800-235-1305
19. Market to existing Gov’t Accounts - we have over 42,000 email subscribers across our three brands, and have the ability to test email subject lines so the majority of our audience receives the subject line with the most opens, send emails based on the optimal time of day or week the contact is likely to open the email, and send customized emails based on the demographic information of the recipient. We also have the ability to create web forms that automatically triggers a series of emails after the user completes it. Other vehicles we use to promote product awareness to our target markets include social media accounts and blogs. As a company, we have placed an emphasis on digital marketing and have put in place a talented team of digital marketing professionals that are skilled at search engine optimization and pay-per-click marketing. These professionals are dedicated to driving traffic to our site and increasing conversions by looking at current market trends, historical sales data, and other analytics to promote the most relevant products and promotions to our audience.

20. 90 day plan, see additional details in question 17 & 21.

Week 1:
1) School Health will provide detailed information to the sales, sales support, and customer care teams to ensure they are aware of the contract and eligible entities within the first week.
2) School Health will provide contact information of eligible entities to the sales team in order that they may make direct contact
3) School Health will begin development of a dedicated TCPN and Region 4 ESC landing page.
4) Meetings with management and National Account Managers to create roll out and training (see 21)

Weeks 2-3:
1) School Health will distribute direct mail and email communication to eligible entities to provide awareness of the benefits of this contract.
2) School Health will continue working on the dedicated TCPN and Region 4 ESC landing page, input pricing and begin testing.
3) Sales team training

Weeks 4-8
1) School Health will have a regular schedule of email and/or direct mail communication to eligible entities to maintain awareness and highlight products and promotions.
2) Custom landing page will go live
3) 1-1 training follow up with the territory managers

21. How do we plan to train our sales team – For starters, School Health is committed to introducing contracts from the top down. “We see the TCPN contract as a significant element in School Health’s sales and marketing strategies and tactics into the future.
Our inside and outside sales teams will be trained on how to present it to customers and we plan to highlight it in our website, catalogs and trade show exhibits. Since we assigned the TCPN contract management to dedicated national account managers, our organization will gain focus, traction and success within our team and established customer base. We expect this momentum to accelerate in the coming years.” Rob Rogers – Owner School Health Corporation. School Health is committed to training our sales managers for success with the TCPN contract. After the contract award we will begin with a large group launch to get the entire team excited and prepared for the new contract. We will create an engagement plan for the reps including ongoing training tips and follow ups. Training will include: introduction and training each new sales rep that joins the organization. We will commit to facilitating opportunities for our sales teams and dealer networks to receive the same training through conference calls, webinars and hands on training sessions. We will support and facilitate the opportunity for our local teams to commit to regional/ state conferences and events. We will include questions within our Precise Selling Method (sales training plan that teaches to ask great, open ended questions (the key to conversation and conversation is the key to relationships). We will engage TCPN representatives to participate in group sales trainings with our inside and outside sales teams. We will include monthly SalesForce “Chatter” tips to our entire organization to keep the contract fresh in their sales routines.

22. School Health agrees to provide company logos to Region 4 ESC and agrees to provide permission for reproduction of such logos in marketing communications and promotions.

23. Revenue expectations:
   $50K in year 1
   $100K in year 2
   $250K in year 3

Administration

24. Current Coop Purchasing Programs-
   TCPN – Assistive Technology
   Buy Board Coop Purchasing
   E&I (Educational & Institutional Cooperative Service)
   GSA
   NASPO (National Association of State Procurement Officials)
   NJPA (National Joint Powers Alliance)- Gina Streepy 630-339-7986
25. School Health will provide on a monthly basis a sales report for orders received from this contract. We will follow section 8.4 and submit the dollar volume of all sales from the contract on the 15th day after the close of the previous month.

26. School Health has the capacity to provide management reports, including consolidated billing by location, for each eligible agency.

27. Cost effective ideas for members –
    Freight Consolidation
    • Order consolidation is the process of shipping multiple orders going to the same address.
    • Allows for one larger shipment instead of shipping individual cartons to a customer.
    • Consolidation reduces the impact of shipping inefficiencies by decreasing the overall number of shipments per address.
    • By combining multiple orders the customer receives less shipments, which reduces freight $ expenses.
    • This process saves on energy consumption and fuel usage allowing this to be a green initiative.
    School Health Advantage Program
School Health provides a customer loyalty program known as the School Health Advantage program to customers. This members-only program has the following advantages:
• Earn one point for every dollar of merchandise you purchase from School Health.
• Members-only promotions and specials
• Exclusive special offers
• On-going educational opportunities

For every dollar spent, points are received and redeemed for select products. In addition to providing these products and services, we, in association with professional organizations and are pleased to offer free association memberships, all-expense paid conferences, and education scholarships to help assist with professional development.

Green Initiatives

28. School Health is going green!
    Our goals are to:

    • Reduce materials entering the waste stream. Currently, School Health is in the process of going totally paperless.
Promote and achieve increased and preferential use of materials with recycled content. We are now using environmentally preferable recyclable plastic air pillows when shipping packages which reduce the need for excessive packing materials.

- Emphasize and increase the purchase and use of environmentally preferable products.
- Freight consolidation is part of our green initiative.”
- School Health promotes “virtual catalogs” as an option to customers.

For green products, please go to the following link:


Vendor Certifications (if Applicable)

29. Certificates enclosed:
- WMBE Certificate
- DEA Certificate
- IL Business Certificate
- Wholesale Drug License

References

In addition to customer references we feel the recognition we get in the market place serves as a reference for us. School Health Corporation has been awarded several awards and is often recognized by our customers, vendors and suppliers. Here is a list of some of the recent awards received by School Health:

- Welch Allyn 50 Years of Dedicated Partnership & Outstanding Service
- Maico Excellence in Sales Award-Top Sale Contribution
- Cardiac Science Top Distributor Partner-Top Distributor Partner
- Laerdal Outstanding Sales Achievement
- National Association of School Nurses Corporate Recognition Award for ongoing support of NASN and School Nursing
- American School Health Association Presidential Citation
- Prevent Blindness America Visionary Award
- NASN Endowment Fund Pinnacle Donor Level ($50,000 or more)
- Professional Football Athletic Trainers Society Corporate Recognition Award
- Illinois Athletic Trainers Association Corporate Recognition Award
- Learning Zone Express- Top Sales Growth
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<td>John</td>
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<td>VP Sales</td>
<td>865 Muirfield Drive</td>
<td>Hanover Park</td>
<td>IL</td>
<td>60133</td>
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<td><a href="mailto:jrooney@schoolhealth.com">jrooney@schoolhealth.com</a></td>
</tr>
<tr>
<td>Maroun</td>
<td>Abouzeid</td>
<td>Director of Product Mgmt</td>
<td>865 Muirfield Drive</td>
<td>Hanover Park</td>
<td>IL</td>
<td>60133</td>
<td>(630)339-7977</td>
<td>7977</td>
<td><a href="mailto:mabouzeid@schoolhealth.com">mabouzeid@schoolhealth.com</a></td>
</tr>
<tr>
<td>Melissa</td>
<td>Agema</td>
<td>Supply Chain Director</td>
<td>865 Muirfield Drive</td>
<td>Hanover Park</td>
<td>IL</td>
<td>60133</td>
<td>(639)339-7979</td>
<td>7979</td>
<td><a href="mailto:magema@schoolhealth.com">magema@schoolhealth.com</a></td>
</tr>
<tr>
<td>Deb</td>
<td>Sobel</td>
<td>Customer Care Manager</td>
<td>865 Muirfield Drive</td>
<td>Hanover Park</td>
<td>IL</td>
<td>60133</td>
<td>(630)339-7901</td>
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<td><a href="mailto:dsobel@schoolhealth.com">dsobel@schoolhealth.com</a></td>
</tr>
<tr>
<td>Tom</td>
<td>Wisniewski</td>
<td>Senior Strategic Sourcing Manager</td>
<td>865 Muirfield Drive</td>
<td>Hanover Park</td>
<td>IL</td>
<td>60133</td>
<td>(630)339-7941</td>
<td>7941</td>
<td><a href="mailto:twisniewski@schoolhealth.com">twisniewski@schoolhealth.com</a></td>
</tr>
<tr>
<td>Jennifer</td>
<td>Mallo</td>
<td>Sports Health Product Mgr</td>
<td>865 Muirfield Drive</td>
<td>Hanover Park</td>
<td>IL</td>
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<tr>
<td>Kari</td>
<td>Hadley</td>
<td>Sports Health Product Mgr</td>
<td>865 Muirfield Drive</td>
<td>Hanover Park</td>
<td>IL</td>
<td>60133</td>
<td>(630)339-7956</td>
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<td><a href="mailto:khadley@schoolhealth.com">khadley@schoolhealth.com</a></td>
</tr>
<tr>
<td>Terri</td>
<td>Griffin</td>
<td>Assisted Tech Product Mgr</td>
<td>865 Muirfield Drive</td>
<td>Hanover Park</td>
<td>IL</td>
<td>60133</td>
<td>(630)339-7982</td>
<td>7982</td>
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</tr>
<tr>
<td>Don</td>
<td>Salvucci</td>
<td>Early Childhood Product Mgr</td>
<td>168 Temple Rd</td>
<td>Waltham</td>
<td>MA</td>
<td>02452</td>
<td>(781)209-0732</td>
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<td>Salt Lake City</td>
<td>UT</td>
<td>84101</td>
<td>(866)323-5465</td>
<td>7955</td>
<td><a href="mailto:bmurdock@schoolhealth.com">bmurdock@schoolhealth.com</a></td>
</tr>
<tr>
<td>Bryan</td>
<td>Ball</td>
<td>Midwest: AR, IA, KS, MN, MO, NE, OK</td>
<td>1218 SW 37th St</td>
<td>Ankeny</td>
<td>IA</td>
<td>50023</td>
<td>(866)323-5465</td>
<td>7953</td>
<td><a href="mailto:bbball@schoolhealth.com">bbball@schoolhealth.com</a></td>
</tr>
<tr>
<td>Christine</td>
<td>Carlton</td>
<td>Southwest: NM, TX</td>
<td>1751 Aden Mist Dr</td>
<td>Houston</td>
<td>TX</td>
<td>77003</td>
<td>(866)323-5465</td>
<td>7912</td>
<td><a href="mailto:ccarlton@schoolhealth.com">ccarlton@schoolhealth.com</a></td>
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<tr>
<td>Damian</td>
<td>Dollard</td>
<td>Florida</td>
<td>5908 Falconside Road</td>
<td>Lithia</td>
<td>FL</td>
<td>33547</td>
<td>(866)323-5465</td>
<td>7957</td>
<td><a href="mailto:ddollard@schoolhealth.com">ddollard@schoolhealth.com</a></td>
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<tr>
<td>David</td>
<td>Cranny</td>
<td>West Coast: AZ and CA</td>
<td>10965 Elderwood Ct</td>
<td>San Diego</td>
<td>CA</td>
<td>92131</td>
<td>(866)323-5465</td>
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</tr>
<tr>
<td>Doug</td>
<td>Zybrands</td>
<td>New England: CT, MA, ME, NH, NY,R, VT</td>
<td>50 Sherwood Lane</td>
<td>Marlborough</td>
<td>CT</td>
<td>06447</td>
<td>(866)323-5465</td>
<td>7913</td>
<td><a href="mailto:dzybrands@schoolhealth.com">dzybrands@schoolhealth.com</a></td>
</tr>
<tr>
<td>Gina</td>
<td>Streepy</td>
<td>National Accounts</td>
<td>865 Muirfield Drive</td>
<td>Hanover Park</td>
<td>IL</td>
<td>60133</td>
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<td><a href="mailto:gstreepy@schoolhealth.com">gstreepy@schoolhealth.com</a></td>
</tr>
<tr>
<td>Jennifer</td>
<td>Lovell</td>
<td>Mid-Atlantic: DC, DE,</td>
<td>12080 Dunnottar</td>
<td>Chesterfield</td>
<td>VA</td>
<td>23838</td>
<td>(866)323-5465</td>
<td>7993</td>
<td><a href="mailto:jlovell@schoolhealth.com">jlovell@schoolhealth.com</a></td>
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865 Muirfield Drive Hanover Park, Illinois 60133
Toll Free 866-323-5465 Fax 800-235-1305
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Toll Free 866-323-5465 Fax 800-235-1305
The School Health Difference

School Health Corporation: For over five decades, the leader in helping you improve the health and well being of the children entrusted in your care. Since my grandfather started School Health nearly 50 years ago, our company has always prided itself on our professional and knowledgeable representatives. They are charged with the responsibility of serving as ambassadors to schools, public health departments, head starts and athletic teams to help educate our customers on new products and technologies. School Health Corporation has grown by meeting and exceeding the needs of our customers.

The Leader in Schools

Today, School Health Corporation remains family owned and operated. We are the leading supplier of medical supplies and equipment to school nurses, athletic trainers, and other specialty healthcare professionals.

- More than 60,000 schools count on us for their medical supply needs. We also serve colleges and universities, professional sports teams, public health departments, head starts, day cares, medical offices, and more.
- School Health offers one-stop shopping for over 7,000 products.
- We are the leader in introducing new technology to our markets.
- Our Service and Calibration Department repairs and maintains the vision and hearing screening instruments and other medical devices we sell.
- We strive to get orders picked, packed and shipped within 24 hours.

- We have a 100% satisfaction guarantee.
- We reinvest in our customers and communities by contributing financial resources and through volunteerism. Our employees give their time and their money to worthy causes across the country.

Our Mission

School Health’s mission is to offer medical products and supplies that are innovative and exceptionally well made, which are supported with competitive pricing, education on how to best use these products, and reliable service. By providing this unique service, we help our customers improve the health and well being of those entrusted in their care.

Our Vision Statements

- We will remain the medical supplier of choice for school health professionals nationwide.
- We will grow sensibly with increased profitability and stakeholder value. We will reinvest in our customers professional growth and in worthy causes that improve the health of our nation’s children.

Our Ability to Meet Our Vision is Dependent On...

- Satisfaction of the service and products we provide to our customers.
- The technology and human capital resources of the company.
- The company’s commitment to our employees’ professional and educational growth needs.
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- Provide an environment where every employee has the opportunity to succeed, through education and professional growth.
- Invest in our employees through a competitive compensation and benefit package.
- Provide a safe, clean, and nondiscriminatory work environment.
- Encourage an environment where everyone works together to achieve our common goals.
- Recognize individual achievements, knowing that each one contributes as a whole to the success of the company.
- Enable our employees to respond quickly to customer needs and remain a flat and flexible organization. This allows our employees to act quickly and pursue opportunities.
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- ThermoScan
- LEA Symbols
- MTI Photoscreener
- Pilot Audiometer
- EarCheck Pro
- EroScan OAE
- SureSight Screener
- Nonin Pulse Oximeter

The School Health Difference—Our Team
- Regional Sales Managers located throughout the country that have years of industry experience, certifications and professional trade involvement.
- We provide product demonstrations, training, and offer assistance in recommending products to best suit your needs.
Committed to Providing Total Customer Satisfaction

- Superior and reliable service, ontime delivery, and fair prices.
- Building lasting relationships.
- Educating our customers on how to best use the products we sell.
- Pursing a variety of innovative products and exclusive lines to meet our customers' needs.

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Organizations interested in diversifying their supplier base will be pleased to know that School Health Corporation is certified as a Woman's Business Enterprise (WBE) by the Women's Business Development Center (WBDC) and the Women's Business Enterprise National Council (WBENC). This national certification verifies that a company is more than 51% owned, operated and controlled by a female.

Certified since 2004
Certification No. WBDC-CI-790

School Health Service Department

While all School Health products meet strict quality and safety standards, the rigors of daily use can sometimes cause equipment to malfunction. If this does occur, the School Health Service and Repair Department is there for you. For years our highly trained, factory certified technicians have been repairing and calibrating the equipment we sell to ensure optimum performance.

For more information visit: www.schoolhealth.com.
Appendix I:
EVALUATION QUESTIONNAIRE/SELF CHECKLIST

Products/Pricing (40 Points)

1. Are all products and services being proposed listed under APPENDIX B on a corresponding electronic device? [X]Yes  [□]No

2. Is there a price list for all available products/services on a corresponding electronic device? [X]Yes  [□]No

3. Did you provide the warranty information that is offered by your company? [X]Yes  [□]No

4. Will customers be able to verify they received the contract price? [X]Yes  [□]No

Please explain how they would verify the contract price.

5. What payment methods do you accept?
   A. Check  
   B. Credit Card

Performance Capability (30 Points)

1. Did you indicate which states you can deliver to under APPENDIX E, Question 1? [X]Yes  [□]No

2. What is the capability of your company to respond to emergency orders? Please explain what actions you would take. Contact 266-323-5465 to place emergency orders. Call before 1:00 PM CST for same day shipping.

3. Please provide your company’s average fill rate over the last three fiscal years.
   1) [□] 92.7%  
   2) [□] 97.2%  
   3) [□] 98.9%

4. Please provide your company’s average on time delivery rate over the last fiscal year.
   [□] 94 days

5. Does your company agree to the following statement on shipping 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”? [X]Yes  [□]No

If not please explain.

6. What is your company’s return and restocking policy? Are there any applicable fees? Please provide a brief description and example. 10-20% restocking fee may be charged. Call 266-323-5465 for accurate restocking fees.

7. What is your company’s history of meeting shipping and delivery timelines? Rush orders received by 1:00 PM CST ship same day. 99.5% of orders ship within 48 hours.

8. Will your company be able to meet the one year warranty guarantee as stated on page 16 under pricing? [X]Yes  [□]No

If not, please explain.
9. Did you provide your company’s information regarding your customer service department as per APPENDIX F, Question 15? ☒Yes ☐No

10. What is your company’s current invoicing process? ○Orders are invoiced after product has been shipped.

11. Did you indicate how your company will implement the contract as per APPENDIX F, Question 20? ☒Yes ☐No

12. Did you provide your Dun & Bradstreet number? ☒Yes ☐No

13. Did you provide information on your website and on-line ordering capacities as per APPENDIX F, Question 14? ☒Yes ☐No

Qualification and Experience (20 points)

1. What is your company’s reputation in the marketplace? ○World class customer care, educated and friendly sales reps.

2. What is the reputation of your products and/or services in the marketplace? ○Offer innovative technology-based products for all needs.

3. Does your company have past experience with Region 4 ESC and/or TCPN members? If so, please list them and their contact information (Up to five). ○TCPN Contract 13-17

4. Did you list your key employees and their qualifications as per APPENDIX F, Question 6? ☒Yes ☐No

5. Did you provide the locations and sales persons who will work on the contract as per APPENDIX F, Question 6 & 7? ☒Yes ☐No

6. What past experience does your company have working in the government sector? ○School Health holds several government contracts.

7. Did you provide information on working with cooperative purchasing programs as per APPENDIX F, Question 24? ☒Yes ☐No

8. Did you provide information on any litigation, bankruptcy, reorganization, etc. as per APPENDIX F, Question 16? ☒Yes ☐No

9. Did you submit at least 10 customer references relating to the products and services within this RFP, with an equal representation coming from K-12, Higher Education and City/County/non-profits entities as per APPENDIX F? ☒Yes ☐No

10. Did you list and submit all applicable MWBE, HUB, DVBE, small and disadvantaged business certifications that your company holds? ☒Yes ☐No

11. Did you list and submit all applicable MWBE, HUB, DVBE, small and disadvantaged business and other diverse certifications that your company holds? ☒Yes ☐No

Value Add (10 Points)

1. Did you submit a marketing plan as per APPENDIX F, Question 17? ☒Yes ☐No

2. Did you provide a national sales training plan as per APPENDIX F, Question 21? ☒Yes ☐No
The School Health DIFFERENCE

Ways to Stretch your Budget
> Advantage Rewards
> Grant Writing Support
> National & Regional Contract Discounts

Committed to Total Customer Satisfaction
> 100% No Excuse Guarantee
> Industry’s Best Customer Service
> 98% Customer Retention Rate

Nation’s Leading Supplier since 1957
> More Than 60,000 Satisfied Customers
> Access to 20,000 Products
> Widest Selection of Top Brand Name Manufacturers

Product Education and Technical Expertise
> Local, Experienced Sales Reps
> Calibration, Parts & Repair Service

Industry’s Best Website
> My Supply List
> More Ways to Shop
> Enhanced Search Capability

Committed to Total Customer Satisfaction
Since my grandfather started School Health in the 1950s, our company has achieved success by focusing on the needs of our customers, offering quality products and reliable service.

We have always been proud of our professional and knowledgeable representatives. They are charged with the responsibility of serving as ambassadors to schools (K-12), colleges and universities, early childhood, community health and professional sports teams in order to help provide education on new products and technologies.

- 100% No Excuse Satisfaction Guarantee!
- Superior and reliable service, on-time delivery and fair prices.
- Building lasting relationships.
- Educating our customers on how to best use the products we sell.
- Offering the latest, most innovative products.
- 99% of all calls are answered within 3 rings.

Our 50,000 square foot warehouse contains the largest inventory position in the industry, enabling us to ship 99% of stock orders accurately and within 24 hours. Our shipment tracking system provides immediate email notification when your order ships.
The School Health Difference

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The Leading Supplier of Health Supplies Since 1957

More than 60,000 satisfied customers
95% of the Top 500 school districts and largest universities order from School Health annually. Whether you are a school district, college, early education facility or sports team, we work hard to earn your trust.

Widest selection of products
We offer access to 20,000 products from over 600 manufacturers and we are constantly bringing the latest, most innovative products into the market.
We partner with all the top brand name manufacturers in the medical industry.
We offer a line of private label products with brand name quality at discount prices. Ask for the School Health Brand.

Comprehensive Health Solutions
We have evolved from a catalog house offering basic supplies to a consultative partner providing comprehensive health solutions. School Health is the industry leading provider for:
> Vision & Hearing Screening
> AEDs and Emergency Response Preparedness
> Infection Control

Awards
> National Association of School Nurses Corporate Recognition Award for Ongoing Support of the NASN and School Nursing
> American School Health Association Presidential Citation Award
> Prevent Blindness America Visionary Award
> NASN Endowment Fund Pinnacle Donor Level ($50,000 or more)
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Product Education & Technical Expertise

Local Experienced Sales Reps
Our reps are located throughout the country. They have years of industry experience, certifications and professional trade involvement. Our knowledge comes from over 6,000 school visits each year and allows us to share best practices. We provide product demonstrations, training, and offer assistance in recommending products to best suit your needs.

Calibration, Parts & Repair
Vision and hearing equipment requires annual calibration. School Health technicians service thousands of devices each year. Our technicians are factory trained to understand and repair the latest technologies to meet American National Standards Institute (ANSI) requirements.

HELP Program
Health Equipment Loaner Program is a service exclusively for customers who have purchased their equipment from School Health. You can request to have loaner equipment sent to your location so you do not experience any down time during servicing. Simply contact us to coordinate when you need the loaner equipment to be available.

Customized Product and Service Solutions
Through customized training and support, our comprehensive programs enhance the performance of your staff and create better outcomes which increase prevention and lower your risk and liability.

- Select Best Vendor Partners – Technology, Support, Price
- Customize for State & Local Mandates
- Provide Five Levels of Implementation Support
  - Program Coordination & Record-Keeping
  - Educational Materials, Documentation, CDs
  - On-site Training
  - Equipment Maintenance & Calibration
  - Provide for Warranties, Upgrades, etc.
The School Health 
DIFFERENCE 

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Ways to Stretch your Budget 

Advantage Rewards 
School Health Advantage Program gives schools points for every dollar they spend. These points can be redeemed for health room products, gift cards and professional development, such as NASN Conference expenses. 

Grant Writing Support 
Every year organizations across the United States receive more than $5 billion in funding for projects that include equipment purchases, training, contractual services, and staffing. School Health can help identify and secure grants funds to pay for your projects. 

National & Regional Contract Discounts 
• Cost savings on products through volume discounts and leveraged pricing. 
• National Joint Powers Alliance (NJPA) has awarded School Health Corporation a national consortium contract #021508 for Medical Supplies & Equipment. 
• School Health has many regional contractual agreements with consortiums and buying groups.
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Enhanced Website Experience

School Health introduces our redesigned website that features More Ways to Shop, My Supply Lists, Customer Reviews, and improved order tracking – with the added convenience of 24 hour online ordering!

Enhanced Navigation allows you more ways to search for products, making it easier to find what you are looking for.

More Ways to Shop is a convenient way to search when looking for a specific product topic, such as shopping by brand names, chronic conditions or green products.

My Supply List allows you to send your favorite items to a friend or colleague. This feature also allows you to turn your supply list into an order – a considerable time saver!

Quick Order is a faster and easier way to purchase for those who have catalog product item numbers available.

Order Tracker helps you conveniently track your order’s delivery status from our website.
The School Health Difference

School Health Corporation: For over five decades, the leader in helping you improve the health and well being of the children entrusted in your care. Since my grandfather started School Health nearly 50 years ago, our company has always prided itself on our professional and knowledgeable representatives. They are charged with the responsibility of serving as ambassadors to schools, public health departments, head starts and athletic teams to help educate our customers on new products and technologies. School Health Corporation has grown by meeting and exceeding the needs of our customers.

The Leader in Schools

Today, School Health Corporation remains family owned and operated. We are the leading supplier of medical supplies and equipment to school nurses, athletic trainers, and other specialty healthcare professionals.

- More than 60,000 schools count on us for their medical supply needs. We also serve colleges and universities, professional sports teams, public health departments, head starts, day cares, medical offices, and more.
- School Health offers one-stop shopping for over 7,000 products.
- We are the leader in introducing new technology to our markets.
- Our Service and Calibration Department repairs and maintains the vision and hearing screening instruments and other medical devices we sell.
- We strive to get orders picked, packed and shipped within 24 hours.

- We have a 100% satisfaction guarantee.
- We reinvest in our customers and communities by contributing financial resources and through volunteerism. Our employees give their time and their money to worthy causes across the country.

Our Mission

School Health’s mission is to offer medical products and supplies that are innovative and exceptionally well made, which are supported with competitive pricing, education on how to best use these products, and reliable service. By providing this unique service, we help our customers improve the health and well being of those entrusted in their care.

Our Vision Statements

- We will remain the medical supplier of choice for school health professionals nationwide.
- We will grow sensibly with increased profitability and stakeholder value. We will reinvest in our customers professional growth and in worthy causes that improve the health of our nation’s children.

Our Ability to Meet Our Vision is Dependent On...

- Satisfaction of the service and products we provide to our customers.
- The technology and human capital resources of the company.
- The company’s commitment to our employees’ professional and educational growth needs.
- Sound financial and operational processes to strengthen our ability to take advantage of new strategic opportunities.
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Certification No. WBDC-CI-790

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For more information visit: www.schoolhealth.com.
February 12, 2014

Catalog Discount Exclusions

School Health Corporation may offer special discounts to organizations meeting specific criteria. These discounts recognize existing or anticipated annual purchase volume and are intended for customers seeking a mutually beneficial relationship.

Historically, we have provided all of our customers with common list prices. Thus, your discount will be based upon the same list price offered in our catalogs, websites, and other marketing publications.

Certain products are excluded from our blanket discounts due to various reasons including but not limited to manufacturer restrictions, special pricing already in place (sales or promotions), unknown shipping costs (due to weight or size variances), etc.

The following items in the 2013/2014 School Nurse, Sports Health, EnableMart and all other Catalogs are excluded from a catalog discount:

- Medical Recordkeeping Software and other software products
- Injury tracking software
- Prescription (Rx) products
- Customized Kits
- Products denoted by Exclusive icon
- Gatorade products & Gatorade Performance Series products
- EnableMart Software
- Braille Paper
- Current "Special Promotion" items already offered at a discounted price. School Health runs sales throughout the year. Our catalogs contain numerous promotions denoted by the Special Offer icon. Also look for seasonal savings offered in our Spring and Back-to-School flyers.

The following capital equipment products are excluded from your standard catalog discount. These items may require special setup, in-service education, and may have varying freight costs due to weight. Please call us for special discounts on these products. In some cases, the discount on these items may be greater than your standard discount:

- Furniture items and Appliances listed
- Vision and Hearing screening equipment
- Automated External Defibrillators (AED's)
- Braille Embossers

To receive a detailed list of catalog discount exclusions by product number (SKU), or if you have any questions regarding this bid, please call us at (866)323-5465 or email bids@schoolhealth.com. If you require additional information or questions about placing orders from this bid, contact the Customer Care Department: (866)323-5465, fax (800)235-1305, or email orders@schoolhealth.com.
Appendix B: 

PRODUCT / SERVICES SPECIFICATIONS

It is the intention of TCPN to establish an annual contract with highly qualified vendor(s) for Healthcare/Science Supplies for Instruction and Demonstration and Related Items and Services on a national basis. Vendor(s) shall, at the request of TCPN member, provide these covered products and services under the terms of this RFP and the CONTRACT TERMS AND CONDITIONS. Vendor shall assist the end user TCPN member with making a determination of its individual needs, as stated below.

TCPN is seeking vendors who specialize in providing state-of-the-art products over a wide range of selections and options. Responses to this solicitation may include, but are not limited to the following categories:

- **Biology Supplies**  
  Activities, Models, Videos, Specimens (Living, Display & Preserved), etc.

- **Chemicals**  
  Acids, Filter Aids, IV Solutions, Solvents, etc.

- **Classroom/Boardroom Reference Materials**  
  Charts, Handbooks, DVD’s, Posters, etc.

- **Clothing/Apparel/Disposable**  
  Scrubs, Lab Coats, Face Mask, Nursing Surgical Caps, etc.

- **Dental Equipment & Supplies**  
  Mobile Cabinetry, Operatory Packages, Impression Trays, Preventive Products, etc.

- **Diagnostic Equipment**  
  Thermometers, EKG/ECG, Stethoscopes

- **Emergency Response/First Aid Kits**  
  Burn Kits, Student Emergency Kits, Sports First Aid, First Responder, etc.

- **Healthcare Furniture**  
  Laboratory, Medical, Dental, Science, Classroom Storage, etc.

- **Infection Control**  
  Spill Kits, Disinfectants, Sanitizers, etc.

- **Instruments/Surgical Supplies**  
  Microbiology, Trays (Medical & Dental), etc.

- **Medical Equipment & Supplies**  
  Defibrillators, BP Monitors, Bandages, Gauze, etc.

- **Nursing Supplies**  
  Stethoscope Kit, Critical Care Kits, Wound Care, etc.

- **Patient Supplies**  
  Admission Kits, Canes, Slings, etc.
• **Rental Services**
  
  *Wheelchairs, Beds, Crutches, etc.*

• **Respiratory**
  
  *Aspirators, Oral Airways, Nebulizers, etc.*

• **Science Education**
  
  *Curriculum for Early Childhood K-12, Higher Ed.*

• **Simulators/Manikins**
  
  *CPR, Blood Pressure, Surgical, Rescue, etc.*

• **Speech Therapy Solutions**
  
  *Assessments, School Curriculum, etc.*

• **Student Supplies**
  
  *Organizers, Backpacks, Customization, etc.*
Texas References

Dallas ISD
3700 Ross Avenue
Dallas, TX 75204
Denise Odom
Phone: (972) 925-4117
dodom@dallasisd.org

Ysleta ISD
9600 Sims Drive
El Paso, TX 79925
Aide Escobedo
Phone: (915) 434-0289
aescobedo1@yisd.net

El Paso ISD
6531 Boeing Drive
El Paso, TX 79998
Leticia Rivera
Phone: (915) 220-3106
adrivera@episd.org

Edinburg Consolidated ISD
Drawer 990
Edinburg, TX 78541
Albert Lopez
Phone: (956) 385-3340
a.lopez@ecisd.us

Lovejoy ISD
259 Country Club Road
Allen, TX 75002
Doneva Tucker
Phone: (469) 742-8053
doneva_tucker@lovejoyisd.net
References

Winslow Parker
Oregon Commission for the Blind
Adaptive Technology Specialist
Portland, OR
Years serviced: 7
Yearly dollar volume: $125,000
Phone: 971-673-1588

Robert Antunez
California Department of Rehab
Adaptive Technology Specialist
Anaheim, CA
Years serviced: 8
Yearly dollar volume: $150,000
Phone: 714-991-0867

Brenda Miller
Arizona Department of Rehabilitation
Purchasing Agent
Tucson, AZ
Yearly dollar volume: $95,000
Phone: 520-790-4715

Roselie Baker
Missouri Telecommunications Program
Program Manager
Independence, MO
Yearly dollar volume: $80,000
Phone: 816-350-5282

Kameelah Montgomery
CAP (Communication Computer Accommodations)
Purchasing Agent
Washington, DC
Yearly dollar volume: $85,000
Phone: 703-681-5905
Dear School Health,

I am writing to commend the excellent work of Janet Prince, our Sales Representative from School Health. We have had an account with your company for over 10 years, and have always been satisfied with your products and service. I order all the supplies for our system (5 schools, 4600 students) and routinely talk with Janet about once a week.

Janet is an exceptional sales representative who makes my job much easier. She is courteous, knowledgeable and is very conscientious about providing efficient service. She always answers my questions, will do extensive research at my request for special ordered supplies and materials I needed but could not find. Her knowledge of our needs is superior, and she is quick to advise a different product if she thinks it is more suitable than the one I asked for. She provides me with excellent quotes for new products, and brings to my attention new products that can be used in my schools.

Janet always has my order to me in a timely matter, will advise if it is delayed for any reason, and recently super rushed an order to me so we would have the books for the opening of school. I am impressed by her enthusiasm, her willingness to go the extra mile, and her zeal to go above and beyond to make sure I receive my supply orders accurately and on time. I enjoy working with her and respect her talents and opinions.

You are to be applauded for having such an excellent employee, and for running a terrific company. I look forward to working with you for many years in the future.

Sincerely,

Chris Brown, RN

Chris Brown, RN, BSN, MSN, CNS
Lead Nurse, Carrollton City Schools
To Whom it May Concern,

I would just like to express my gratitude to Jennifer Mallo for all the helpful information she has given me this year. I have had a wonderful working experience with her for the past year. I myself was new to the position as Administrative Assistant to Risk Management, Benefits and Health and Safety Coordinator. Jennifer is always willing to help and answer all my questions. I know that if I ever need anything that I can pick up the phone and call her.

Once again I would like to reiterate how much Leander ISD has appreciated your responsiveness to all our needs. I like having the opportunity to have a person to go to when I need answers or to place an order.

Sincerely,

Barb Humes, Director of Risk Management

Michelle Davis, Administrative Assistant To Risk Management
August 21, 2009

Dear School Health personnel,

I am writing to inform you regarding the quality of service we receive from your sales representative - Brian Perry. He is friendly, courteous, helpful, and always professional in assisting our district to meet our school health needs.

I am the district lead nurse in charge of ordering for the district. Brian is diligent and responsive to assist me finding the right product. He has also been very kind in helping me to correct the errors when I have ordered a product incorrectly. He is quick to respond in working through a return, credit, and a proper re-order.

He has been approachable, and willing to check out and find the answers to my questions. I believe Brian even goes above and beyond. I had purchased some reference books at a School Nurses of Minnesota (SNOM) conference from Brian. Following the conference, there was a change in pricing. Brian was so accommodating that he issued us a credit when the prices changed and I was given the special pricing. Not many people will go back through their sales receipts to offer that type of service.

Thanks for having Brian assigned to our area of the country!

Sincerely,

[Signature]
Deb Herrmann MS RN PHN LSN
September 24, 2007

To Whom It May Concern:

From: Linda LaComb-Williams, R.N., BSN, MPH, Nursing Program Specialist

Regarding: Damian Dollard

Damian Dollard met with me in April 2007 to review information from the School Health Catalog regarding Early Intervention Kits: Suresight V2.04 and Eroscan. We also discussed several other items of interest, including AEDs, Safety Mates, and Thermofocus thermometers.

Within a few days of the meeting, he had a quote submitted to me on all the items we discussed. The items were approved and delivered to the Plant City Clinic.

Mr. Dollard assisted me with transporting the equipment to the main Health Department in Tampa and then provided an inservice on all the equipment to the RN Supervisors. He arranged for a representative of AED G3 Powerheart product to also provide instructions on the use of the AED equipment at the same time.

Mr. Dollard has been extremely courteous, knowledgeable of the equipment and ordering process, and quite professional in all his dealing with members of the Hillsborough County Health Department.

In addition to the instructions already given, he will be meeting with the Pediatric Providers on September 25, 2007 to review the equipment and use of it and examine any of the equipment the supervisors take for his review.

It has been a pleasure and an honor to work with Mr. Dollard. He is an excellent example of customer service and coordination of services to maximize customer satisfaction, which are two of the Hillsborough County Health Department values.

As his card says, "Hand the baton to Damian Dollard and he will help lead your team to the finish line!" He has been an outstanding representative of School Health.

The Early Intervention Kits are useful to the clinical staff and save time in testing vision and hearing of our pediatric clients.

Please, feel free to call me if any questions. 813-307-8015, ext. 6317.
Norristown Area School District
401 N. Whitehall Road
Norristown, PA 19403

To Whom It May Concern:

It is my privilege to address the services of the School Health Corporation and its employees! Over the years Norristown School District has used several Medical Supply companies for equipment and stock medical supplies. However, School Health Corporation has always been the company of choice as orders are placed for each school year.

The reason for this preference has to do with several factors. Every school district looks at competitive pricing as well as quality. Also very important in that context is prompt service and shipping. We have always been more than pleased with that promptness and quality portion of service.

In addition, access to Joanne Nicholas, our District Sales Manager, and the customer service personnel in the main office in Illinois have been key. They are available to assist in making decisions and make ordering understandable and efficient. Ms. Nicholas has always gone above and beyond in service to us here in Norristown School District. She is always available to do a training for our staff on equipment; to demonstrate how a new product might enhance our practices; or even pick up and drop off a needed item.

School Nurses are an integral part of maintaining the wellness of school age children so they are healthy enough to attend school and be educated. School Health Corporation has always supported our practices and acknowledged our contribution to school age children locally and nationally. We are grateful for all of your services.

Sincerely,

Patricia DiNенко, RN, CSN, M.Ed
School Nurse Coordinator
Norristown School District
610-630-5033
August 24, 2009

Brain Perry
School Health
865 Muirfield Drive
Hanover Park, IL 60133

Dear Brian,

I just wanted to thank you for your continued assistance with ordering health office supplies for our district. Especially in times when budgets are being carefully scrutinized it is a relief that you have either matched the price of other companies, or provided a better offer. You have also arranged to provide discounts on quantity orders, which is greatly appreciated.

Feeling confident that you will return calls and provide quotes promptly has eliminated the need for follow up efforts.

You have gone the “extra mile” to provide excellent customer service, and I now consider myself a loyal School Health customer.

Thank-you,
Kathy Olson, RN, ICSN, M.Ed.
District Nurse
Appendix C: PRICING

Electronic Price Lists

- Respondents must submit products, services, warranties, etc. in price list.
- Vendor shall submit pricing based on a discount from a manufacturer’s published price list. Catalog and/or price lists must accompany the proposal.
- Prices listed will be used to establish the extent of a manufacturer’s product lines, services, warranties, etc. that are available from a particular offeror and the pricing per item.
- Electronic price lists must contain the following: (if applicable)
  - Manufacturer part #
  - Vendor part # (if different from manufacturer part #)
  - Description
  - Manufacturers Suggested List Price and Net Price
  - Net price to Region 4 ESC (including freight)
- Media submitted for price list must include the respondents’ company name, name of the solicitation, and date on CD, DVD or Flash Drive (i.e. Pin or Jump Drives).
- Please submit price lists and/or catalogs in excel or delimited format only.

Not to Exceed Pricing

- Region 4 ESC requests pricing be submitted as not to exceed for any participating entity.
- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted for solicitation.
- Vendor must allow for lower pricing to be available for similar product and service purchases.
Appendix C:

Pricing

See enclosed excel file with TCPN pricing.
February 12, 2014

Catalog Discount Exclusions

School Health Corporation may offer special discounts to organizations meeting specific criteria. These discounts recognize existing or anticipated annual purchase volume and are intended for customers seeking a mutually beneficial relationship.

Historically, we have provided all of our customers with common list prices. Thus, your discount will be based upon the same list price offered in our catalogs, websites, and other marketing publications.

Certain products are excluded from our blanket discounts due to various reasons including but not limited to manufacturer restrictions, special pricing already in place (sales or promotions), unknown shipping costs (due to weight or size variances), etc.

The following items in the 2013/2014 School Nurse, Sports Health, EnableMart and all other Catalogs are excluded from a catalog discount:

- Medical Recordkeeping Software and other software products
- Injury tracking software
- Prescription (Rx) products
- Customized Kits
- Products denoted by Exclusive icon
- Gatorade products & Gatorade Performance Series products
- EnableMart Software
- Braille Paper
- Current “Special Promotion” items already offered at a discounted priced. School Health runs sales throughout the year. Our catalogs contain numerous promotions denoted by the Special Offer icon. Also look for seasonal savings offered in our Spring and Back-to-School flyers.

The following capital equipment products are excluded from your standard catalog discount. These items may require special setup, in-service education, and may have varying freight costs due to weight. Please call us for special discounts on these products. In some cases, the discount on these items may be greater than your standard discount:

- Furniture items and Appliances listed
- Vision and Hearing screening equipment
- Automated External Defibrillators (AED’s)
- Braille Embossers

To receive a detailed list of catalog discount exclusions by product number (SKU), or if you have any questions regarding this bid, please call us at (866)323-5465 or email bids@schoolhealth.com. If you require additional information or questions about placing orders from this bid, contact the Customer Care Department: (866)323-5465, fax (800)235-1305, or email orders@schoolhealth.com.

Certified
Women's Business Enterprise

865 Muirfield Drive Hanover Park, Illinois 60133
Toll Free 866-323-5465 Fax 800-235-1305
Appendix G:
VALUE ADD

Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract for participating agencies.
Value Added Services

School Health Corporation has sales reps located throughout the country, an Inside Sales team and Customer Care Center predicated on providing exceptional service. Please reference the TCPN Contract # 14-01 or School Health # 2822948 when inquiring on pricing or looking to place an order. This will ensure members receive the proper pricing. School Health accepts all forms of purchase orders: faxed, emailed, paper, website and over the phone. We offer Net 30 terms on all TCPN purchases and also accepts payment via American Express, MasterCard, Discover and VISA. School Health has product managers that cover Healthcare/Science products to make sure we are offering to newest and most innovative products on the market. We run several marketing campaigns and publish different catalogs throughout the year.

In partnering with TCPN, the School Health customers benefit from this National contract on many levels. First, the contract awards our customers the ability to purchase over 20,000 quality products, equipment and supplies on a National level pricing scale. A School Health customer benefits by having a dedicated and fully trained Sales and Customer Care team assigned to each territory. We assist with product questions, training and services without additional cost to the end user. Our staff regularly researches state mandates to anticipate questions, source products or equipment to meet state requirements prior to the specified date of a law taking effect.

The School Health team can be a huge asset to our customers by taking excellent service to the next level, saving their administration time and money, and relieving them of the expensive bid process. School Health Corporation carries and supports the widest spectrum of products and services in the market for healthcare customers including but not limited to: diagnostic equipment, emergency response/first aid kits, healthcare furniture, infection control, medical equipment & supplies, nursing supplies, patient supplies, respiratory, simulators/manikins and speech therapy solutions.

School Health provides support/training for all health/medical equipment sold. School Health’s highly trained certified technicians located in our Calibration, Parts and Repair department are able to provide customers with vision and hearing product information as needed, as well as product calibrations and repairs. School Health’s highly trained sales staff will arrange for product in-services upon customer request. Many products, such as AED’s, can be sold with program management services through the TCPN contract which make training available to product end users. Our customer training is described in the School Health Mission Statement:

School Health’s mission is to offer medical products and supplies that are innovative and exceptionally well made, which are supported with competitive pricing, education on how to best use these products and reliable services. By providing this unique service, we help our customers improve the health and well being of those entrusted in their care.

865 Muirfield Drive Hanover Park, Illinois 60133
Toll Free 866-323-5465 Fax 800-235-1305
The following is a sample list of product trainings/services that are a “value add” to customers:

- Vision screening
- Hearing Screening
- Software Tracking (concussions, vision, student management)
- Included calibrations
- WA Partners in Care
- SECA- partner program
- AED site assessments, equipment training, program management

Other value added programs referenced are custom website creation and management, grant writing assistance, Advantage Loyalty program, freight consolidation and more.
Appendix H:

ADDITIONAL REQUIRED DOCUMENTS

DOC #1  Clean Air and Water Act
DOC #2  Debarment Notice
DOC #3  Lobbying Certification
DOC #4  Contractors Requirements
DOC #5  Antitrust Certification Statement

FOR NEW JERSEY VENDORS ONLY:

DOC #6  Pay to Play Notice and Political Contribution Form
DOC #7  List of All Agencies Required for Political Contribution Disclosure Form
DOC #8  Stockholder Disclosure Certification
DOC #9  Ownership Disclosure Form
DOC #10 Non-Collusion Affidavit

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:


Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.

Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26

Bid and Performance Security, as required by the applicable municipal or state statutes.
Clean Air and 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: School Health Corporation

Title of Authorized Representative: Contract Sales Team Lead

Mailing Address: 265 Muirfield Dr Hanover Park, IL 60133

Signature: [Signature]
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: School Health Corporation

Title of Authorized Representative: Contract Sales Team Lead

Mailing Address: 805 Muirfield Dr, Hanover Park, IL 60133

Signature: [Signature]
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]
Signature of Respondent

[Date]
Date

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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 statues of the states it is 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 offeror 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 4 ESC Participating entities in which work is being performed.

Fingerprint and 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 offeror 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.

Business Operations in Sudan, Iran
In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

\[Signature\]
Signature of Respondent

\[4-30-14\]
Date
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: School Health Corporation

Address: 805 Murfield Dr
Hanover Park, IL 60133

Phone: 866-323-5465
Fax: 800-235-1305

Offeror: [Signature]
Printed Name: Alex Coiff
Position with Company: Bill Coordinator

Authorizing Official: [Signature]
Printed Name: Andrew Wijonen
Position with Company: Contract Sales Team Lead

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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 offeror 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: ________________________________

Street: _______________________________________

City, State, Zip Code: __________________________

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 __________________________, an authorized representative of __________________________, 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.)

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

_________________________________________  ________________________________
Date                                               Authorized Signature and Title

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NON-COLLUSION AFFIDAVIT

Company Name: ____________________________

Street: ____________________________

City, State, Zip Code: ____________________________

State of New Jersey

County of ____________________________

I, ____________________________ of the ____________________________

Name City

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

I am the ____________________________ of the firm of ____________________________

Title Company Name

the offeror 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 offeror 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 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 proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

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

______________________________  ______________________________

Company Name Authorized Signature & Title

Subscribed and sworn before me

this _____ day of ____________, 20___

______________________________
Notary Public of New Jersey

My commission expires ____________, 20___

SEAL
Company Name: ____________________________________________
Street: ____________________________________________________
City, State, Zip Code: ________________________________________

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

Required Affirmative Action Evidence:
Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:
1. A photo copy of their Federal Letter of Affirmative Action Plan Approval
   OR
2. A photo copy of their Certificate of Employee Information Report
   OR
3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over $50,000 Total Project Cost:
A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form
   AA201-A upon receipt from the Harrison Township Board of Education

B. Approved Federal or New Jersey Plan – certificate enclosed

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

__________________________________________  ____________________________________________
Date                                           Authorized Signature and Title
Not Applicable

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

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the
Not Applicable

statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

---------------------------------------------
Signature of Procurement Agent
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to **N.J.S.A. 19:44A-20.26** (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([www.nj.gov/dca/lgs/lfns/lfnmenu.shtml](http://www.nj.gov/dca/lgs/lfns/lfnmenu.shtml)).

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 [www.nj.gov/dca/lgs/p2p](http://www.nj.gov/dca/lgs/p2p). 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:

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

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

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

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

‘N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

<table>
<thead>
<tr>
<th>Vendor Name:</th>
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<tbody>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>City:</td>
</tr>
<tr>
<td>State:</td>
</tr>
<tr>
<td>Zip:</td>
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The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Printed Name</th>
<th>Title</th>
</tr>
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</table>

Part II - Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
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☐ Check here if the information is continued on subsequent page(s)
Continuation Page

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

Vendor Name:

<table>
<thead>
<tr>
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<th>Dollar Amount</th>
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☐ Check here if the information is continued on subsequent page(s)
List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
  State Senator and two members of the General Assembly per district.

County:
  Freeholders  County Clerk  Sheriff
  {County Executive}  Surrogate

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

**Users should create their own form, or download from www.nj.gov/dca/lgs/p2p a county-based, customizable form.**
STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

☐ Partnership  ☐ Corporation  ☐ Sole Proprietorship

☐ Limited Partnership  ☐ Limited Liability Corporation  ☐ Limited Liability Partnership

☐ Subchapter S Corporation

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

Stockholders:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Name:</th>
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<tbody>
<tr>
<td>Home Address:</td>
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<td></td>
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<tr>
<td>Name:</td>
<td>Name:</td>
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<td>Home Address:</td>
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<td>Name:</td>
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<td>Home Address:</td>
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Subscribed and sworn before me this ___ day of ________________, 20__.  

(Notary Public)

My Commission expires: ____________________________

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

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ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

☑ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

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

4-30-14
Date

[Signature]
Authorized Signature & Title

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