REQUEST FOR PROPOSAL

RFP-2026-122

Job Order Contracting (JOC) Services

Proposal Due Date: May 11, 2026, 5:00 p.m. CT
Key Contact: Nicole Kenney, bids@transformgov.org
All questions must be submitted via the Indigo Procurement Portal. Direct email or phone contact will not be accepted.

Lead Contracting Agency: **Alliance for Innovation (AFI)**	**Cooperative Partner:** **Edge Public**

CALENDAR OF PROCESS

Please note that all dates are subject to change.

ACTIVITY	DATE
Issue RFP	March 27, 2026
Pre-Proposal Conference (optional and virtual)	April 14, 11:30 a.m. CT Register Here for Meeting Link
Deadline for Written Questions (via Indigo Procurement Portal)	April 15, 2026 5:00 p.m. CT
Target Response to Written Questions	April 17, 2026 by 5:00 p.m. CT
Proposal Due Date	May 11, 2026, by 5:00 p.m. CT
Award	Target June 1, 2026

TO OFFERORS

1. Key Definitions

Master Agreement: The legal agreement executed between AFI and the awarded Offeror.

Supplier(s): Any provider or seller of goods or services who, as a result of the competitive solicitation process, is awarded a Contract by AFI.

Days: Calendar days

Offeror: A supplier submitting a proposal in response to a solicitation.

JOC: Job Order Contracting – a cooperative procurement method for accomplishing a large number of frequently recurring repair, remodeling, and construction projects.

Unit Price Book (UPB): A pre-priced book of construction tasks used as the basis for JOC task orders.

Coefficient: A multiplier applied to UPB line items that reflects the Offeror's overhead, profit, and other costs.

Task Order: A specific work order issued under the JOC Master Agreement for a defined scope of work.

Non Pre Priced Cost Items: Construction tasks, labor, materials, equipment, or services that are not included as line items within the TruPriceData™ Unit Price Book. When such items are required to complete the defined scope of work, the contractor shall document the direct cost using verifiable supplier quotations, invoices, published pricing, or documented labor rates and apply the contractor's approved non pre priced markup as established in the contract. All non pre priced cost items must be submitted and documented through the eConverge™ platform as part of the Task Order estimate.

Non pre priced cost items shall only be used when a comparable task cannot reasonably be identified within the Unit Price Book. The use of non pre priced items shall be limited and subject to review and approval by the participating agency prior to inclusion in a Task Order.

eConverge™: The required cloud based JOC estimating and program management platform used by all Awarded Suppliers under this contract to develop, document, and submit project pricing. The platform integrates TruPriceData™ construction cost data to support transparent, auditable line item estimates.

TruPriceData™: The construction cost database integrated within the eConverge™ platform and powered by BNi® cost data, providing detailed labor, material, and equipment pricing updated to reflect current local market conditions, with Metro Area Multipliers for localization of cost data.

2. Questions

Questions regarding this solicitation must be submitted in writing via the Indigo Procurement Portal at https://indigo.bonfirehub.com no later than the date and time specified in the Calendar of Process. All questions and answers will be posted publicly in the Files section of the RFP project. Offerors are responsible for reviewing the online portal for all questions and answers before submitting proposals. Oral communications concerning this RFP shall not be binding.

3. Communications with AFI

From the issuance of this RFP until the selection of Supplier, Offerors shall restrict all contact with AFI to the individual identified as Key Contact in the Calendar of Process. All communications, including questions, must be submitted via the Indigo Procurement Portal; direct email/phone contact with AFI personnel regarding this RFP is prohibited.

Offerors must not contact members of the Board of Directors, employees of AFI, or its agents or administrators. Contact with these individuals during the selection period may result in disqualification.

The communication prohibition terminates when the Contract is recommended, considered at a public meeting, and awarded.

Prohibited communications include:

- Contact between an Offeror, lobbyist, or consultant and any Board member
- Contact between a Board member and any selection/evaluation committee member
- Contact between a Board member and any administrator or employee

Exceptions include:

- Communications with designated purchasing staff or legal counsel
- Current Supplier in normal course of business
- Presentations at duly noticed public meetings

4. Proposal Format

Sealed responses are required to be submitted electronically via the Indigo Procurement Portal(https://indigo.bonfirehub.com) for each requested item in the format specified. The proposal format should be organized clearly and aligned with the evaluation criteria as described in this RFP document. Physical paper, faxed, or emailed responses will not be accepted.

5. Disclosures

By signing the Offer and Contract Signature Form, Offeror affirms:

- No economic opportunity, gift, loan, gratuity, or favor has been or will be given to a public servant regarding this proposal.
- The proposal was developed independently, without collusion, favoritism, or unfair advantage.
- Offeror is not delinquent in applicable tax payments.
- The signer is authorized to bind the Offeror to the Contract.

6. Waiver

By submitting a proposal, Offeror waives claims against AFI, its directors, officers, trustees, or agents arising from evaluation, recommendation, or administration of any proposal; solicitation or proposal requirements; rejection of any proposal or part thereof; or award of a Contract. AFI is not liable for any costs incurred in responding to the RFP.

7. Conditions of Submitting Proposal

Submission confers no award or Contract rights. AFI reserves the right to reject any or all proposals, accept partial proposals, or select the most advantageous option. This RFP does not obligate AFI to award, negotiate, or execute a Contract.

8. Withdrawal of Proposals

Withdrawal prior to opening is permitted via the Indigo Procurement Portal. After opening, Offerors may withdraw proposals due to clerical errors if they provide written notice and supporting documents within three business days of acceptance notification.

SCOPE OF WORK

Overview

The Alliance for Innovation (AFI), as Lead Contracting Agency, is soliciting proposals from qualified Offerors to provide Job Order Contracting (JOC) Services to Participating Public Agencies (PPAs) nationwide. AFI issues this solicitation in collaboration with Edge Public, serving as the Cooperative Marketing Partner, whose role supports member entities by facilitating access to efficient, cost-effective procurement solutions.

The resulting Master Agreement will establish a comprehensive, competitively awarded JOC contract enabling Participating Public Agencies to accomplish frequently recurring construction, repair, renovation, and alteration projects in an efficient and cost-effective manner. The cooperative contract eliminates the need for agencies to conduct repetitive, time-consuming solicitations for individual construction projects.

What is Job Order Contracting (JOC)?

Job Order Contracting (JOC) is an indefinite delivery/indefinite quantity (IDIQ) construction delivery method that enables public agencies to accomplish a large number of frequently recurring repair, remodeling, and construction projects through a single, competitively awarded contract. Under JOC, work is ordered through individual Task Orders against the Master Agreement, based on a pre-priced Unit Price Book (UPB) and the Supplier's proposed Coefficient(s).

Key characteristics of JOC include:

- Pre-competed, competitively awarded master contract
- Work ordered via individual Task Orders with defined scopes
- Pricing established through a pre-priced Unit Price Book (UPB) multiplied by the Offeror's Coefficient
- Reduced procurement lead times for construction projects
- Collaborative, transparent project delivery
- Applicable to repair, renovation, alteration, and new construction (within applicable thresholds)

Service Categories / Workstreams

AFI has organized the requested JOC services into the following Workstreams. Offerors may propose on one or multiple Workstreams and should clearly identify which they are proposing. Multiple awards are anticipated.

Workstream 1 – General Construction, Repair, and Renovation

This Workstream covers general building construction, repair, and renovation services commonly required by public agencies, including but not limited to:

- Interior renovation and remodeling (walls, flooring, ceilings, partitions)
- Exterior building repairs (roofing, facades, windows, doors, waterproofing)
- Structural repairs and reinforcement
- ADA compliance upgrades and accessibility improvements
- General facilities maintenance and repair
- Sitework and hardscape repairs (sidewalks, curbs, parking lots, fencing)

Workstream 2 – Mechanical, Electrical, and Plumbing (MEP)

This Workstream includes mechanical, electrical, and plumbing repair and installation services, including but not limited to:

- HVAC system repairs, replacements, and upgrades
- Plumbing repairs, replacements, and code compliance upgrades
- Electrical system repairs, upgrades, and code compliance work
- Energy efficiency and sustainability improvements (lighting retrofits, controls)
- Fire protection and suppression system work (where applicable)

Workstream 3 – Infrastructure and Utilities

This Workstream addresses infrastructure repair and improvement projects typically managed by public works or utility departments, including but not limited to:

- Water distribution system repairs and improvements
- Wastewater and stormwater infrastructure repairs
- Road, bridge, and transportation infrastructure repairs
- Parks, recreation, and public facility infrastructure
- Underground utility infrastructure (where applicable)

Workstream 4 – Specialty Construction Services (Optional)

This Workstream is intended for agencies needing specialized construction capabilities, including but not limited to:

- Hazardous material abatement (asbestos, lead, mold)
- Environmental remediation and site preparation
- Historic preservation and restoration
- Specialty coating systems and protective coatings for infrastructure
- Emergency response and disaster recovery construction services

Workstream 4: EPA, Regulatory, and Specialty Licensing Requirements

Offerors proposing on Workstream 4 must hold, or demonstrate the ability to obtain, all applicable federal, state, and local licenses, certifications, and accreditations required to perform specialty construction services. The regulatory framework governing these services operates across multiple federal agencies and state authorities simultaneously. The following requirements apply by service category:

Hazardous Material Abatement (Asbestos, Lead, Mold)

- **Asbestos – EPA Accreditation (AHERA/ASHARA):** Firms and individual workers must be accredited under the EPA Asbestos Model Accreditation Plan (MAP). Required disciplines include Abatement Worker, Abatement Supervisor, Inspector, Management Planner, and Project Designer, with training courses of 2–5 days depending on role. Most states additionally require a state-issued asbestos contractor license. NESHAP regulations (40 CFR Part 61, Subpart M) require a minimum 10-day advance notification to the applicable state agency prior to commencement of qualifying renovation or demolition projects. OSHA standards 29 CFR 1926.1101 (construction) and 29 CFR 1910.1001 (general industry) govern worker protection requirements.
- **Lead-Based Paint – EPA RRP Rule (40 CFR Part 745):** Firms performing renovation, repair, or painting activities on pre-1978 structures must hold EPA Renovation, Repair and Painting (RRP) firm certification. Individual workers must hold the EPA Renovator credential. Where risk assessment or inspection services are performed, a certified Lead Inspector or EPA Lead Risk Assessor credential is required. Firms must also hold any applicable state lead contractor license, as requirements vary by jurisdiction. Minimum general liability insurance of $1,000,000 per occurrence, plus pollution liability coverage, is required for lead abatement work.
- **Mold Remediation:** A general contractor license does not authorize mold remediation in states with separate mold statutes. Firms must hold applicable state mold remediation licenses where required. Nationally recognized industry credentials, including the IICRC Applied Microbial Remediation Technician (AMRT) certification, are required by most participating agencies and insurers. Compliance with OSHA respiratory protection standards (29 CFR 1910.134) is mandatory for all mold remediation personnel.

Environmental Remediation and Site Preparation

- **OSHA HAZWOPER Certification (29 CFR 1910.120):** All personnel working at hazardous waste sites or responding to emergency releases of hazardous substances must hold a valid OSHA 40-Hour HAZWOPER certification, with annual 8-hour refresher training maintained throughout the contract term. Supervisors must additionally complete the 8-hour supervisory training.
- **RCRA and CERCLA Compliance:** Firms performing environmental remediation under the Resource Conservation and Recovery Act (RCRA, 40 CFR Parts 239–282) or the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA/Superfund) must comply with the applicable cradle-to-grave hazardous waste management requirements, including generator identification, manifesting, transportation, and disposal. State environmental agencies may impose additional or more stringent requirements. Contractors generating hazardous waste during remediation activities must obtain an EPA

Hazardous Waste Generator Identification Number and comply with applicable accumulation time and quantity limits.

Historic Preservation and Restoration

- **Secretary of the Interior's Professional Qualification Standards (36 CFR Part 61):** Work performed on federally assisted or grant-funded historic properties must be carried out by or under the supervision of professionals meeting the Secretary of the Interior's Professional Qualification Standards as required under Section 112 of the National Historic Preservation Act (NHPA). Applicable disciplines include Historic Architecture, Architectural History, Archaeology, and Historic Landscape Architecture. Only persons holding a valid state license to practice architecture may seal construction permit documents, authorize contractor payments, and certify completed work on historic preservation projects.
- **Secretary of the Interior's Standards for the Treatment of Historic Properties (36 CFR Part 68):** All rehabilitation, restoration, preservation, and reconstruction work on grant-assisted historic properties must conform to these standards. Participating agencies may also require compliance for locally or state-designated historic structures. Contractors must coordinate with the applicable State Historic Preservation Office (SHPO) and, where applicable, the National Park Service, prior to commencing any work affecting historic fabric or character-defining features.

Specialty Coatings and Emergency Response

- **Specialty Coatings – AMPP/SSPC Certification:** Contractors performing protective coating applications on infrastructure must comply with EPA NESHAP VOC (volatile organic compound) regulations and applicable state air quality standards. Industry credentials issued by AMPP (formerly NACE/SSPC), including Coating Inspector and Surface Preparation certifications, are required on public infrastructure coating contracts. Where existing coatings contain lead, OSHA 29 CFR 1926.62 and applicable EPA lead regulations govern disturbance, containment, and disposal activities.
- **Emergency Response and Disaster Recovery:** Firms providing emergency response and disaster recovery construction services must maintain OSHA HAZWOPER 40-Hour certification for all applicable field personnel, hold current FEMA contractor registration for eligibility under federally-funded Public Assistance projects, and maintain pre-qualification status with applicable State Emergency Management Agencies (SEMA/OEM) where required. Contractors operating under federal disaster declarations must comply with the Robert T. Stafford Disaster Relief and Emergency Assistance Act and all applicable FEMA program requirements.

ABOUT THE ORGANIZATIONS

About AFI (Lead Contracting Agency)

The Alliance for Innovation (AFI) is a nonprofit association of governments dedicated to fostering innovation and excellence in local government. AFI is acting as a procurement cooperative to assist large and small communities in their purchasing efforts to enhance efficiencies and reduce costs. In addition, it is AFI's goal to ensure that, wherever possible, local companies have the opportunity to participate in the solicitation process.

AFI assists local governments in implementing innovative solutions to enhance efficiency, service delivery, and community impact. The organization emphasizes strategic thinking, emerging technologies, and best practices to equip PPAs with the knowledge and support to address evolving challenges. AFI offers various programs, including innovation academies, workshops, and a comprehensive knowledge network that allows local governments to share success stories and lessons learned. It hosts annual conferences and webinars that unite municipal leaders, industry experts, and academic researchers to explore trends in governance, sustainability, civic engagement, and operational improvements.

As Lead Contracting Agency for this solicitation, AFI will issue and administer the Master Agreement, conduct the competitive procurement process, and ensure the resulting cooperative contract meets applicable legal and regulatory requirements.

About Edge Public (Cooperative Partner)

Edge Public is a group purchasing organization dedicated to enhancing value and resources for state and local governments, higher education institutions, K-12 educational organizations, and non-profit entities. Edge Public delivers shared services and supply chain optimization solutions that support procurement operations across public and private sectors. Through corporate pricing structures and Supplier sales commitments, Edge Public extends marketing, sales, and administrative support to promote Supplier products and services to non-profit entities on a national scale. This targeted engagement allows PPAs to access competitive pricing driven by collective spending power and the convenience of pre-competed, publicly advertised contracts.

Edge Public is a wholly owned subsidiary of Buyers Edge Platform (BEP), the largest and most experienced procurement and data organization in the private sector globally. Leveraging BEP's expansive economies of scale, Edge Public provides participants with access to competitively solicited and publicly awarded cooperative agreements. This program is grounded in the lead agency contracting model, ensuring a transparent, efficient, and publicly vetted procurement process that meets most all regulatory requirements nationally.

Offerors benefit from this arrangement by entering into a contract that permits entities to procure construction services directly without the need for additional competitive solicitations. Participating Offerors must comply with all obligations as specified in Edge Public's contractual documents.

About Civic Marketplace

Civic Marketplace is a next-generation digital procurement platform built in collaboration with local governments to simplify and modernize public purchasing. It offers a centralized, AI-powered hub where agencies can discover, compare, and procure from pre-vetted cooperative contracts—dramatically reducing time-to-implementation while ensuring full compliance with state and local bid laws. More than just a transactional tool, Civic Marketplace is designed to drive innovation, increase transparency, and support faster, smarter procurement across the public sector.

For Offerors, Civic Marketplace provides a streamlined path to market and direct access to a growing network of PPAs. Offerors benefit from increased visibility, reduced administrative burden, and the ability to participate in compliant cooperative purchasing programs—without responding to duplicative solicitations. The platform is committed to lowering barriers for small and emerging businesses while enabling meaningful engagement with government buyers focused on delivering results for their communities.

The JOC Master Agreement resulting from this solicitation will be made available through the Civic Marketplace platform, enabling Participating Public Agencies to efficiently identify, access, and utilize the cooperative contract in full compliance with applicable procurement laws. Awarded Suppliers are encouraged to engage with the Civic Marketplace platform to maximize visibility and ease of access for public agency procurement teams nationwide.

About eConverge™ (Required Estimating Platform)

eConverge™ (www.econverge.com) is the required JOC estimating and program management platform for all Awarded Suppliers under this contract. Developed by ProCureEdge, LLC, eConverge™ is a cloud based Job Order Contracting estimating and program management platform used to develop, document, and submit Task Order pricing under this program. The platform integrates TruPriceData™ powered by BNi® Building News construction cost data – a trusted leader with over 75 years of real-world pricing experience – to deliver accurate, localized labor, material, and equipment pricing for thousands of construction tasks. eConverge™ is a fee-free subscription platform that gives users total control over their project data.

All Task Order estimates developed under this program must be prepared using the eConverge™ platform. The platform provides both Awarded Suppliers and Participating Public Agencies with transparent, auditable line-item project pricing before any work is authorized. This standardized estimating environment ensures consistent, defensible project documentation across all participating jurisdictions.

Awarded Suppliers must maintain an active eConverge™ subscription for the duration of the Master Agreement. Suppliers not currently using eConverge™ are encouraged to visit www.econverge.com to explore available subscription plans, platform capabilities, and a free 10-day trial. Training resources and onboarding support are available through the eConverge™ platform to assist new users.

Contact

Sales or Support sales@eConverge.com support@eConverge.com

Office phone (469) 290-7488 M-F Central time 8:00 AM to 5:00 PM

We offer a one time 10-day free trial of eConverge for contractors to review and price out their coefficients.

https://www.econverge.com/trial

National Contract

AFI, serving as the Lead Contracting Agency, has partnered with Edge Public to offer the resulting contract, hereinafter referred to as the "Master Agreement," to municipal agencies, higher education public and private, K-12, and nonprofits nationwide (Piggybacking) through Edge Public's group purchasing organization's program.

AFI projects the value of the contract to be in excess of $20 million. While no minimum purchase volume is guaranteed, the estimated annual procurement volume for JOC services through Edge Public's Public Sector program is expected to exceed that volume. This estimate is based on current annual procurement patterns of AFI member locations, combined with a targeted marketing strategy focused on local government entities operating across states nationwide.

CONTRACT TERMS AND CONDITIONS

Contract Objectives

AFI's objective is to establish a comprehensive, competitively awarded JOC contract that enables Participating Agencies to efficiently deliver construction, repair, renovation, and alteration projects. The contract is intended to:

- Reduce procurement lead times through a pre-competed, ready-to-use cooperative agreement
- Provide access to qualified, experienced JOC contractors capable of supporting a broad range of project types
- Deliver cost-effective, transparent pricing through the Unit Price Book and Coefficient structure
- Support agencies of all sizes – from small municipalities to large counties and educational institutions
- Ensure compliance with applicable state and local procurement laws and regulations

Contract Term

Awarded contract(s) will be for five (5) years with the option to renew for two (2) additional years. The initial contract term will commence upon execution of the contract. Contract renewal will occur with mutual agreement of the successful Supplier; AFI reserves the right to renew prices and terms without additional competitive bidding.

Exclusivity

AFI anticipates considerable activity resulting from this RFP award; however, no commitment of any kind is made concerning actual quantities to be acquired. AFI does not guarantee usage as usage depends on the actual needs of the end users and other participating agencies. Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the purchaser. The agencies reserve the right to obtain similar services from another source.

Anticipated Award

To cover the diverse construction service categories required by municipalities and public agencies, AFI may make multiple awards to different Suppliers by Workstream to achieve the comprehensive service mix needed by Participating Public Agencies.

JOC Contract Minimums and Maximums

The Master Agreement will establish minimum and maximum contract values to ensure program viability and protect participating agencies. Specific minimum and maximum Task Order thresholds will be established in the final contract documents and will align with applicable state procurement regulations.

CONTRACT PARAMETER	VALUE
Estimated Annual Contract Value	$250 Million
Contract Term	5 years + 2-year renewal option

MARKETING, SALES, AND ADMINISTRATIVE SUPPORT

During the term of the Master Agreement, Edge Public will provide marketing, sales, partnership development, and administrative support to promote the Supplier's JOC services to the Lead Contracting Agency and participating agencies. These efforts will be conducted through various national marketing channels.

Dedicated Support

Edge Public will assign a marketing professional as the Supplier's main point of contact, responsible for managing the relationship and developing a strategy to promote the Master Agreement. This director will facilitate connections with key Edge Public teams, including Sales, Marketing, Contracting, Training, and Operations & Support.

Marketing Initiatives

Edge Public's marketing team will collaborate with the Supplier to promote the Master Agreement through (not all inclusive):

- Marketing materials (print, electronic, email, presentations)
- Online ordering portal promotions and digital presence
- Trade shows, conferences, and public sector meetings
- Advertising campaigns targeting public procurement professionals
- Social media outreach to local government networks

Sales Support

The Edge Public sales team will work with the Supplier to drive engagement with existing and prospective Public Agencies through:

- Individual and joint sales calls to public agency procurement officers
- Customer service and communication initiatives
- Training sessions for Public Agencies and Supplier teams on JOC program utilization

Contracting and Compliance Support

The contracting team will assist the Supplier by:

- Providing expertise in joint powers authority and cooperative purchasing regulations
- Conducting training sessions for Public Agencies and Supplier teams
- Performing regular business reviews to track program success
- Managing general contract administration and reporting

Administrative Fee

The "Administrative Fee" is a payment owed by the Supplier to Edge Public, calculated as a percentage of the total purchase amount paid to the Supplier, excluding taxes, refunds, and returns. This fee applies to all Task Order sales made to the Lead Contracting Agency and Participating Public/Non-Profit Agencies under the Master Agreement (including any amendments or renewals).

CONTRACT YEAR	ADMINISTRATIVE FEE	APPLICABILITY
Term of Contract and Renewals	**0.50%**	All Contract Sales

At their discretion, Suppliers may opt to pay additional fees (e.g., technology fees) to Edge Public or a third party for enhanced support or access to Edge Public's technology platform.

Contract Sales Reporting

The Supplier must submit an electronic accounting report each month, summarizing all Contract Sales. Reports must be formatted as prescribed by Edge Public.

- Reports for each calendar month are due by the 10th day of the following month.
- Failure to submit a report on time and in the required format is considered a material breach of this agreement.
- If the breach is not remedied within 30 days of written notice, AFI reserves the right to terminate this agreement.

Administrative Fee Payment

Suppliers must make Administrative Fee payments in accordance with the Supplier Agreement, via Automated Clearing House (ACH) to Edge Public's designated financial institution. Failure to pay the Administrative Fee on time is considered a material breach of this agreement. Late payments will incur interest at the lesser of 1.5% per month or the maximum legal rate until fully paid.

Audit and Compliance

The Supplier must maintain accurate records of all Task Orders and purchases made by Participating Public Agencies under the Master Agreement. Edge Public reserves the right to:

- Verify records by comparing Participating Agency data with the Supplier's Contract Sales Reports for up to four (4) years after contract expiration.
- Conduct independent audits using a third-party auditor.

If an audit reveals underreported Contract Sales and a corresponding underpayment of Administrative Fees, the Supplier must resolve discrepancies within 30 days and pay any outstanding Administrative Fees, including reimbursement of audit-related costs.

RFP PROCESS

Questions

Questions regarding this RFP shall be submitted IN WRITING via https://indigo.bonfirehub.com no later than the date and time specified in the RFP. Only answers issued in writing by AFI will be considered official and valid. AFI will answer all questions judged to be germane to the procurement and will provide answers to all potential respondents.

Addenda

All addenda issued by AFI shall become a part of the specifications and will be made part of the contract. Addenda will be posted in the RFP Files section on https://indigo.bonfirehub.com. No addenda will be issued later than five (5) days prior to the date and time for receipt of RFPs, except an addendum withdrawing the request or one that includes postponement of the receipt date.

Supplier Commitment

A proposal submitted in response to this RFP shall constitute a legal commitment to AFI. Your proposal must remain firm for the purpose stated herein, and all pricing and commitments must be honored if selected for award. The person signing the proposal must be authorized to bind the proposing organization.Review and Award Process

In order to allow AFI the opportunity to evaluate each proposal thoroughly, AFI requires that any response to this solicitation be valid and irrevocable for sixty (60) days after the official opening date and time. AFI may choose to use any available resource to review and evaluate proposals, including reference checks, review of industry data, and Supplier presentations.

AFI reserves the right to:

- Ask for presentations from any Supplier regarding its proposal (at Supplier's expense)
- Discuss, clarify, or update any proposal with any Supplier reasonably susceptible of award
- Shortlist proposals under consideration at any time
- Award this contract without discussion with any responding Supplier
- Accept any or all proposals in whole or in part, and waive irregularities
- Reject the proposal of any respondent who has previously failed to perform similar contracts satisfactorily

All evaluation determinations will be made solely by the AFI evaluation team and will be final and conclusive. AFI reserves the right to reject any or all proposals for any reason, and to select the BEST Supplier meeting program requirements.

PROPOSAL EVALUATION

AFI will review and evaluate all responses based upon National, Regional and Local proposals and make a recommendation to the Board of Directors for award of contracts, will be evaluated by the following selection criteria:

CRITERIA	EVALUATION WEIGHT
Agreement to Meet Minimum Requirements	Pass/Fail
Proposal Forms Completed	Pass/Fail
JOC Experience & Qualifications (public sector projects, volume, complexity)	20
Technical Approach & Methodology (project delivery, eConverge™ platform utilization, TruPriceData™ powered by BNi® cost data competency, Coefficient competitiveness)	20
Pricing – Coefficient Structure (normal hours, other than normal hours)	30
Key Personnel & Project Management Capabilities	15
References & Past Performance (public agency clients, JOC-specific)	10
Reporting, Compliance & Cooperative Program Support (including eConverge™ platform utilization plan)	5
TOTAL	**100**

EVALUATION SECTION 1: JOC QUALIFICATIONS AND EXPERIENCE

Company Overview

Provide a brief description of your company, including years in business, ownership structure, and primary service lines relevant to Job Order Contracting.

JOC Experience

Provide a minimum of five (5) JOC contracts performed within the past seven (7) years. For each contract, describe:

- Agency name, contact, and phone number
- Contract value and duration
- Geographic service area – (National, Regional or Local, please specify)

- Unit Price Book(s) utilized
- Types of projects performed (general construction, MEP, civil, specialty)
- Average Task Order size and total number of Task Orders issued

Geographic Coverage

Describe your company's ability to provide JOC services nationally. Identify your primary service regions, satellite office locations, and any geographic limitations that may affect your ability to serve PPAs in all 50 states.

Licenses and Certifications

Identify all applicable contractor licenses held by your firm, including general contractor licenses, specialty trade licenses, and any certifications relevant to the Workstreams you are proposing. Confirm your ability to obtain licensing in jurisdictions where you are not currently licensed upon contract award.

EVALUATION SECTION 2: TECHNICAL APPROACH AND METHODOLOGY

JOC Program Management

Describe your firm's approach to managing a high-volume JOC program. Address the following:

- How your firm organizes and manages Task Order delivery from initial scope development through close-out, including how the eConverge™ platform is used at each stage
- Your process for Job Order Development (JOD), including how you work with agency representatives to develop scopes of work
- How your firm ensures quality control across multiple simultaneous Task Orders
- Your approach to scheduling, phasing, and coordinating work to minimize disruption to agency operations

Unit Price Book (UPB)

Job Order Contracting is based upon a pre-priced Unit Price Book. Describe:

- This program utilizes TruPriceData™ construction cost data integrated within the eConverge™ platform as the basis for all Task Order pricing. TruPriceData™ incorporates BNi® Building News construction cost data. Describe your firm's experience with BNi® cost data and/or other unit-price cost books (e.g., RSMeans, Gordian), and your readiness to work within the BNi®/eConverge™ estimating environment
- Your proposed approach to UPB line item pricing for work not included in the standard UPB
- How your firm handles non-pre-priced items within Task Orders, including documentation and markup methodology as submitted through eConverge™

Technology and Software – eConverge™ Platform (Required)

All Awarded Suppliers under this contract are required to utilize the eConverge™ cloud-based JOC estimating and program management platform (www.econverge.com) for all project pricing and documentation submitted under this Master Agreement. eConverge™ is the designated estimating environment for this program; no alternative estimating platforms will be accepted for formal Task Order pricing submissions.

eConverge™ is a simplified, intelligent JOC project management software platform that bridges traditional construction workflows with AI-assisted tools. The platform integrates BNi® Building News construction cost data – a trusted leader in construction cost data with over 75 years of real-world pricing experience – to deliver accurate, localized labor, material, and equipment pricing for thousands of construction tasks.

In your proposal (Tab 3), Offerors must address the following regarding eConverge™:

- Prior experience with eConverge™ or comparable unit-price cloud estimating platforms, and your plan for onboarding staff to eConverge™ if not previously used
- How your estimating team will prepare detailed, line-item Task Order proposals within eConverge™, including regional cost adjustments using BNi® cost data
- Your process for handling non-pre-priced items within eConverge™ and how those items will be documented and presented to participating agencies for review

- How your project management team will use eConverge™ to track Task Order status, maintain documentation, and support agency reporting throughout the project delivery lifecycle

Offerors may visit www.econverge.com to learn more about the platform's capabilities, subscription plans, and available training resources. Awarded Suppliers will be required to maintain an active eConverge™ subscription throughout the term of the Master Agreement as a condition of contract participation.

Subcontractor Management

Describe your approach to subcontractor engagement, qualification, and management under JOC. Address small business participation, local subcontractor utilization, and compliance with prevailing wage and Davis-Bacon requirements where applicable.

EVALUATION SECTION 3: PRICING – COEFFICIENT STRUCTURE

Coefficient Explanation

Under JOC, pricing is established by applying the Supplier's proposed Coefficient(s) to pre-priced TruPriceData™ powered by BNi® construction cost line items within the eConverge™ platform. The Coefficient represents all of the Offeror's costs including overhead, profit, supervision, bonds, insurance, and other costs not included in the base unit prices.

For items not included within the TruPriceData™ Unit Price Book, Offerors shall apply their proposed Non Pre Priced Cost Item markup or coefficient. These items must be documented with verifiable supplier quotations, invoices, published pricing, or documented labor rates and submitted through the eConverge™ platform as part of the Task Order estimate.

All Coefficients and Non Pre Priced Cost Item markups submitted in response to this RFP will remain fixed for the duration of the Master Agreement and will be applied exclusively within the eConverge™ estimating system.

Required Coefficient Submissions

Offerors must submit the following Coefficients as part of their proposal:

COEFFICIENT CATEGORY	NORMAL WORK HOURS	OTHER THAN NORMAL HOURS
General Construction / Renovation	_________	_________
Mechanical, Electrical, and Plumbing (MEP)	_________	_________
Civil / Site / Infrastructure	_________	_________
Specialty / Hazardous Materials	_________	_________
Non-Priced	_________	_________

Normal work hours are defined as Monday through Friday, 7:00 a.m. to 5:00 p.m., excluding federal holidays. All other hours shall be considered "Other Than Normal Hours."

Coefficient Guarantee

Will your proposed Coefficient(s) be guaranteed for the term of the contract? If not, describe any escalation controls or adjustment mechanisms proposed.

Most Favored Public Pricing

Confirm that your proposed Coefficient(s) represent pricing equal to or better than what your firm offers to individual entities or other cooperative programs with equal or lower anticipated volume.

EVALUATION SECTION 4: KEY PERSONNEL AND PROJECT MANAGEMENT

Organizational Chart

Provide an organizational chart illustrating how your JOC program will be staffed and managed, from executive leadership through field supervision.

Key Personnel

For each of the following key positions, provide a resume and a brief description of relevant JOC experience:

- Program/Contract Manager – responsible for overall contract administration and agency relationships
- Project Manager(s) – responsible for individual Task Order delivery
- Estimator(s) – responsible for UPB-based proposal preparation and eConverge™ platform estimate development
- Site Superintendent(s) – responsible for field operations and quality control

Staff Retention and Continuity

Describe your approach to maintaining key personnel continuity during the contract term and your process for notifying and gaining agency approval for key personnel changes.

EVALUATION SECTION 5: REFERENCES AND PAST PERFORMANCE

Provide a minimum of three (3) public agency references for JOC contracts completed within the past five (5) years. References must be from clients for whom your firm has performed JOC services. For each reference, provide:

- Agency name
- Contact name, title, phone number, and email address
- Contract value and duration
- Description of work performed
- JOC-specific details (number of Task Orders, average Task Order value, total contract spend)

AFI reserves the right to contact references at any time during the evaluation process. References with unresolved disputes, negative feedback, or inability to confirm satisfactory performance may result in disqualification.

In addition to your references, AFI will also research your performance ratings on a third-party platform, Procurated (https://home.procurated.com/), that collects public sector reviews of suppliers. Your score will be considered in addition to the qualitative feedback provided by your references. If you are not yet listed on Procurated, we strongly encourage you to register on their site and to ask your past public sector customers to write reviews of their experiences in working with you.

Acknowledge that AFI may also review performance on Procurated (or similar), and describe any steps you take to track and ensure customer satisfaction.

INSURANCE, BONDING, AND LICENSING REQUIREMENTS

Insurance Requirements

Offerors must maintain the following minimum insurance coverage throughout the term of the contract. Certificates of insurance must be provided prior to contract execution and must name AFI and the participating agency as additional insureds.

INSURANCE TYPE	MINIMUM LIMITS

Commercial General Liability	$1,000,000 per occurrence / $2,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit
Workers' Compensation	Statutory limits per applicable state law
Employers' Liability	$500,000 per accident
Professional Liability / E&O	$1,000,000 per occurrence (if applicable)
Umbrella / Excess Liability	$5,000,000 per occurrence / aggregate

Specialty Construction Insurance Requirements (Workstream 4)

Offerors proposing on Workstream 4 must recognize that standard Commercial General Liability (CGL) policies contain pollution exclusions that do not cover the environmental exposures inherent in specialty construction services. In addition to the baseline insurance requirements above, the following specialty coverages are required for any Workstream 4 scope of work:

- **Contractors Pollution Liability (CPL):** Minimum $1,000,000 per occurrence / $2,000,000 aggregate. Required for all Workstream 4 activities involving hazardous materials, environmental remediation, or any operations with potential to disturb or release pollutants. CPL coverage must respond to both sudden/accidental and gradual pollution releases arising from covered operations, and must include third-party bodily injury, property damage, defense costs, and cleanup cost coverage. Policies must be offered on a claims-made or occurrence basis as acceptable to the participating agency.
- **Contractors Professional and Pollution Liability (CPPL/CPPI):** Minimum $1,000,000 per occurrence / $2,000,000 aggregate. Required where the Workstream 4 Offeror provides design-assist, construction management, remediation planning, or any professional services in connection with specialty work. CPPL combines pollution liability with professional liability (E&O) to address both environmental and professional negligence exposures in a single policy form. Coverage must include civil fines and penalties where insurable by law, natural resource damages (NRD) coverage, and blanket non-owned disposal site coverage.
- **Transportation Pollution Liability:** Required for any Workstream 4 Offeror transporting hazardous waste, asbestos-containing materials, lead debris, or other regulated substances from project sites to licensed treatment, storage, or disposal facilities (TSDFs). Coverage must include loading and unloading operations and over-the-road pollution liability. Limits must be commensurate with the volume and hazard classification of materials transported.
- **Workers’ Compensation – Occupational Disease Endorsement:** All Workstream 4 Offerors must ensure that their Workers’ Compensation policy includes coverage for occupational disease exposures specific to hazardous materials work, including but not limited to asbestos-related disease, lead poisoning, and chemical exposure. Coverage must comply with applicable state statutory limits.
- **Umbrella / Excess Liability – Workstream 4 Enhanced Limit:** Due to the elevated risk profile of specialty and hazardous materials work, Workstream 4 Offerors must carry a minimum Umbrella/Excess Liability limit of $10,000,000 per occurrence/aggregate, sitting excess over primary CGL, CPL, and Employers’ Liability. Participating agencies may require higher limits for specific Task Orders based on project scope and risk.

All Workstream 4 specialty insurance policies must name AFI and the applicable Participating Public Agency as additional insureds. Certificates of insurance evidencing all required coverages must be submitted prior to execution of any Task Order involving Workstream 4 scope. Offerors must disclose in their proposal the current policy limits, carriers, and any applicable deductibles or self-insured retentions (SIRs) for each specialty coverage line.

Bonding Requirements

Offerors must demonstrate the ability to provide performance and payment bonds for individual Task Orders as required by participating agencies. Bonds shall be provided at the following thresholds unless otherwise required by applicable state law:

- Performance Bond: 100% of Task Order value
- Payment Bond: 100% of Task Order value
- Bid Bond (where required): 5-10% of proposed Task Order value

Offerors must provide evidence of bonding capacity from a surety company licensed to do business in the applicable jurisdiction. The surety must carry an A.M. Best rating of A- VII or better.

Licensing

Offerors must possess all applicable contractor licenses required to perform the Workstreams proposed. Offerors must demonstrate the ability to obtain required licenses in jurisdictions where PPAs are located within a reasonable timeframe. Failure to maintain required licenses during the contract term may result in termination.

Offerors proposing on Workstream 4 must hold, or demonstrate the ability to obtain, all EPA certifications, federal accreditations, and state-issued specialty licenses applicable to the hazardous material, environmental, and specialty construction services they propose to perform. As licensing requirements and reciprocity agreements vary by state and jurisdiction, Workstream 4 Offerors must identify in their proposal all current specialty licenses and certifications held, the jurisdictions in which they are active, and their documented process for obtaining required licenses in new jurisdictions upon Task Order award. Non-compliance with applicable specialty licensing requirements during the contract term shall constitute grounds for immediate termination of the applicable Task Order and may result in suspension or termination of the Master Agreement.

Prevailing Wage Requirements

Awarded Suppliers must comply with all applicable prevailing wage laws governing each Task Order. Federal prevailing wage requirements under the Davis-Bacon Act (40 U.S.C. §§ 3141–3148) apply to federally funded or federally assisted construction projects meeting applicable thresholds. The Supplier shall pay laborers and mechanics employed directly upon the site of the work no less than the wages and fringe benefits listed in the applicable Davis-Bacon wage determination for the locality in which the work is performed. Where a Task Order is funded in whole or in part through federal programs (including FEMA Public Assistance, HUD CDBG, or other federal grant sources), the Supplier is responsible for incorporating the current federal wage determination into all subcontracts and for maintaining certified payroll records in accordance with the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 29 CFR Part 3).

In addition to federal requirements, many states and localities impose independent prevailing wage or “Little Davis-Bacon” statutes that may apply to state- or locally-funded construction contracts regardless of federal funding involvement. These state prevailing wage laws vary in scope, covered trades, and enforcement mechanisms. The Supplier is solely responsible for determining the prevailing wage obligations applicable to each Task Order based on the project’s funding source, location, and applicable thresholds, and must disclose such obligations to all subcontractors in writing prior to commencement of work.

Offerors are advised that Task Orders issued to Workstream 4 Offerors for hazardous material abatement, environmental remediation, or emergency response work funded through federal disaster declarations or federal grant programs are particularly likely to be subject to Davis-Bacon prevailing wage requirements. Workstream 4 Coefficients should account for prevailing wage labor rates applicable to the relevant trade classifications in the project locality. Failure to comply with prevailing wage obligations may result in debarment, withholding of contract payments, or other remedies available under applicable law.

GENERAL TERMS AND CONDITIONS

Compliance with Laws

The Supplier shall comply with all applicable federal, state, and local laws, regulations, and ordinances, including but not limited to: equal employment opportunity requirements, prevailing wage laws (Davis-Bacon Act and applicable state prevailing wage laws where required), OSHA safety standards, environmental regulations, and applicable building codes and standards.

Non-Discrimination

Supplier shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, or any other protected characteristic. Supplier shall ensure that subcontractors comply with this requirement.

Small and Diverse Business Participation

AFI encourages and values the participation of small businesses, minority-owned businesses, woman-owned businesses, and veteran-owned businesses in this program. Offerors should describe their firm's small and diverse business status (if applicable) and their approach to subcontracting with small and diverse businesses.

Public Records

All proposals and the basis for the selection of a successful respondent will be made available as part of the public record upon award. Proposals become property of AFI and will be made part of the permanent, public record. Requests for confidentiality that do not comply with applicable public information act requirements will not be considered.

Termination

AFI reserves the right to terminate the Master Agreement for convenience upon thirty (30) days written notice. AFI may terminate the agreement immediately for cause, including but not limited to: material breach, failure to maintain required insurance or licenses, or failure to perform in accordance with contract requirements.

Governing Law

This agreement shall be governed by the laws of the state of the participating agency issuing each individual Task Order, without regard to conflicts of law provisions. Disputes shall be resolved in accordance with the dispute resolution procedures set forth in the Master Agreement.

Order of Precedence

In the event of a conflict between documents, the following order of precedence shall apply: (1) Task Order; (2) Master Agreement; (3) RFP and Addenda; (4) Offeror's Proposal.

APPENDICES

Appendix A – Offer and Contract Signature Form

Pass/Fail Proposal Form – required to be signed and uploaded.

Appendix B – Terms and Conditions Acceptance Form

Pass/Fail Proposal Form – required to be signed and uploaded.

Appendix C –Disclosures – Federal/NJ

Pass/Fail Proposal Form – required to be signed and uploaded.

Appendix D – Sample Supplier Agreement (Edge Public Cooperative Program)

Only required to upload if proposed changes to terms. Submit proposed redlines as part of proposal. If no proposed redlines submitted with proposal, standard terms as written are agreed upon (no file uploaded).

Appendix E – Sample Task Order Form

Example attached.

Appendix F – Unit Price Book Reference Information

Example attached.

Appendix G – Contract Sales Report Template

Example attached.

Appendix H – Insurance Certificate Requirements

Pass/Fail Proposal Form - Upload certificate of insurance confirming policy meets or exceeds requirements as stated in RFP.

Appendix I – AFI Master Agreement

Only required to upload if proposed changes to terms. Submit proposed redlines as part of proposal. If no proposed redlines submitted with proposal, standard terms as written are agreed upon (no file uploaded).

ADDENDUM NO. 1

REQUEST FOR PROPOSAL

RFP-2026-122

Job Order Contracting (JOC) Services

Alliance for Innovation

REVISED PROPOSAL DUE DATE: May 18, 2026, 5:00 p.m. CT

ORIGINAL PROPOSAL DUE DATE: May 11, 2026, 5:00 p.m. CT

DATE OF ADDENDUM: May 11, 2026

KEY CONTACT: Nicole Kenney, bids@transformgov.org

PURPOSE OF ADDENDUM

This Addendum No. 1 is issued to extend the proposal due date and to provide clarification regarding the Administrative Fee referenced in RFP-2026-122 for Job Order Contracting (JOC) Services. All other terms and conditions of the original RFP remain in full force and effect.

SECTION 1 – EXTENSION OF PROPOSAL DUE DATE

The Proposal Due Date has been extended by one (1) week. Proposals must be submitted no later than **May 18, 2026, at 5:00 p.m. CT**. Submissions received after this time will not be considered. All other submission requirements remain unchanged.

SECTION 2 – CLARIFICATION: ADMINISTRATIVE FEE

The following clarification is provided regarding the Administrative Fee applicable to this contract:

Administrative Fee Rate: 0.5% (one-half of one percent)

The sample Supplier Agreement included with the RFP documents reflects an Administrative Fee of 3%. Proposers are advised that the 3% rate shown in the sample Supplier Agreement is included **for illustration purposes only** and does not represent the actual fee applicable to this contract. The correct Administrative Fee for RFP-2026-122 is **0.5%**. Proposers should use this rate in preparing their responses.

ACKNOWLEDGMENT OF ADDENDUM

All proposers must acknowledge receipt of this Addendum in their proposal submission. Failure to acknowledge this Addendum may result in disqualification of the proposal.

PROPOSAL SIGNATURE PAGE

By signing below, I agree:

Pursuant to notices given, the undersigned offers a bid to AFI in accordance with the requirements stated herein. ***Determination of award will be based upon factors stated herein and judgment of the bids best meeting the requirements of the program.*** Any changes or alterations in the items specified or failure to respond to any requirement may lead to the rejection of the bid. Respondent understands that this bid is a legal commitment of pricing and terms, and that such pricing may only be withdrawn with the written approval of the AFI. Failure to honor pricing, terms and conditions as proposed may result in AFI pursuing all appropriate action, including action against the bid surety and/or prohibition of future business with the AFI. Bids are to be provided on the bid response forms provided (or utilizing the same format)

Acceptance of any response will be based on the assumption that the respondent fully understands the specifications and conditions, and accepts them without reservation.

I agree by signing below that I am authorized to bind the proposing organization to all commitments made herein, and if selected, agree to provide as specified in the RFP and RFP response.

____

Signature

____

Title

____

Company Name

____

Date

Terms and Conditions Acceptance Form

Vendor Certification	Vendor Initial if AGREE to terms
1. Debarment and Suspension	
2. Equal Employment Opportunity	
3. Davis Bacon Act	
4. Copeland “Anti-Kickback” Act	
5. Contract Work Hours and Safety Standards Act	
6. Right to Inventions Made Under a Contract or Agreement	
7. Clean Air and Water Act	
8. Byrd Anti-Lobbying Amendment	
9. Solid Waste Disposal Act	
10. Energy Policy & Conservation Act	
11. Record Retention	
New Jersey Requirements:	
Doc #1 Ownership Disclosure Form	
Doc # 2 Non-Collusion Affidavit DOC	
Doc # 3 Affirmative Action Affidavit	
Doc# 4 Political Contribution Disclosure Form	
Doc # 5 Stockholder Disclosure Form	
Doc # 6 Certification of Non-Involvement in Prohibited Activities in Iran	
Doc #7 New Jersey Business Registration Certificate	
Doc #8 EEO/AA Evidence	
Doc #9 McBride-Principals Form	

____

____

Name of Company Printed Name of Authorized Representative

____

____

Date Signature of Authorized Representative

FEDERAL CONTRACT PROVISIONS

Purchases made using funds under a federal grant or contract specific federal laws and requirements may apply in addition to state requirements. This includes, but is not limited to the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200. Vendors submitting proposals must complete and include the certification form indicating their willingness and ability to comply with these requirements.

1. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by districts, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that the vendor and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Indiana or any agency of the Federal government or as defined in the Federal Acquisition Regulation. Vendor will immediately notify the AFI if vendor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity. By signing this agreement, the bidder is testifying that they are not debarred, suspended, or has any ineligible or voluntary exclusion with the U.S. Department of Agriculture or any other Federal or State Agency. All responses will be verified on the SAM.GOV Website.

2. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR Part 60-1.4(b), in accordance with Executive Order 11246.

3. Davis Bacon Act

Under this Act, vendors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, vendors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditionedupon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

4. Copeland "Anti-Kickback" Act

The contract must include a provision for compliance with the Copeland "Anti- Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part

3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of $100,000 that involve the employment of mechanics or laborers, the vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, vendors are required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. Clean Air and Water Statement

Compliance with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Vendor certifies that none of the facilities it uses to produce goods provided under the contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Per CFR 7.3018 - A Lobbying Certification and Disclosure must be completed for all bids $100,000 and over.

9. Solid Waste Disposal Act

A Non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. Energy Policy and Conservation Act

Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

11. Record Retention

Compliance with 2 CFR 200.334 with mandatory standards and policies relating to retention requirements. Financial records and supporting documentation in accordance with generally accepted accounting principles and procedures which sufficiently and properly document and calculate all charges billed to the participating entities throughout the term of the contract for a period of at least three years from the date of final payment or completion of any required audit, whichever is later.

12. Termination for Cause or Convenience

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

13. Buy American Act

Offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

NON-COLLUSION AFFIDAVIT

STATE OF ___________________)

)

____________________COUNTY)

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

____

Offeror (Firm)

____

Signature of Offeror or Agent

Subscribed and sworn to before me this ________ day of __________________, ______

My Commission Expires: __________________ _________________________________

Notary Public

County of Residence ___________________

Source: IC 5-22-16-6

Debarment and Suspension Statement

CERTIFICATION THAT CONTRACTOR, ITS PRINCIPALS OR SUB-RECIPIENTS ARE NOT SUSPENDED OR DEBARRED FROM DOING BUSINESS WITH THE FEDERAL GOVERNMENT

By signing below, respondent certifies that the responding contractor, its principals and/or sub-recipients are not suspended or debarred by the Federal Government, nor is any known suspension or debarment procedure pending. Contractor agrees to notify AFI in writing of any suspension or debarment, or potential suspension or debarment proceeding. Failure to report any suspension or debarment, or any potential suspension or debarment will be sufficient cause to terminate this contract and report such termination to Federal Authorities. The contractor representative certifies that he/she has the authorization to make such certification and to bind the contractor to all representations herein.

____

Respondent's Company

____

Respondent's Company Unique Entity ID

__________________________________	______________________________
Respondent's Printed Name	Respondent's Printed Title
__________________________________	______________________________
Respondent's Signature	Date

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds.

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 a 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 or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

____

____

____

____

Name/Address of Organization

____

Name/Title of Submitting Official

____

Signature Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** _____ a. bid/offer/ application b. initial award c. post-award	**3. Report Type:** _____ a. initial filing b. material change **For Material Change Only:** Year _____ Quarter _____ Date of Last Report _________
4. Name and Address of Reporting Entity: Prime Subawardee Tier, if known: **Congressional District**, if known:	**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:** **Congressional District**, if known:	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** **CFDA Number,** if applicable: ________________	
8. Federal Action Number, if known:	**9. Award Amount**, if known: $	
10. a. Name and Address of Lobbying Entity: different from (last name, first name, MI)	**10. b. Individuals Performing Services** (including address if No. 10,a.)	

(Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)

11. Amount of Payment (check all that apply): $ __________________ Actual $ ______________ Planned	**13. Type of payment** (check all that apply): ___ a. retainer ___ b. one-time fee ___ c. commission ___ d. contingent fee ___ e. deferred ___ f. other; specify:
12. Form of Payment (check all that apply): ___ a. cash ___ b. in-kind; specify: Nature ___________________________ Actual ___________________________	

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11:

(Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Are Continuation Sheet(s) SF-LLL-A Attached: Yes_____ (Number ________) No _____

16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** ____ **Print Name:** ____ **Title:** ____ **Telephone:** ____ **Date:** ____

CONTINUATION SHEET SF-LLL-A

Reporting Entity: ____

Page _____ of _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
1. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee; e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
1. If the organization filing the report in item 4 checks "Subawardee", then enters the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
2. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, the Department of Transportation, United States Coast Guard.
3. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
4. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes; e.g., "RFP-DE-90-001."
5. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
6. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
7. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
8. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
9. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
10. Check all that apply. If other, specify nature.
11. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
16. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.
17. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Paperwork Reduction Act Statement

The public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time required for reviewing instructions, searching existing data sources, gathering and maintaining the necessary data, and completing and reviewing the collection of information.

If you have comments regarding this burden estimate or any other aspect of this information collection, including suggestions for reducing the burden, please send them to:

Office of Management and Budget
Paperwork Reduction Project (0348-00046)
Washington, DC 20503

New Jersey Business Compliance

Distributor's intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact Edge Public's to promote the Master Agreement in the State of New Jersey.

DOC #1 Ownership

Disclosure Form DOC #2

Non-Collusion

Affidavit DOC DOC #3

Affirmative Action

Affidavit

DOC #4 Political Contribution

Disclosure Form DOC #5

Stockholder Disclosure Certification

DOC #6 Certification of Non-Involvement in Prohibited

Activities in Iran DOC #7 New Jersey Business

Registration Certificate

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

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization:____

Organization Address:____

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

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): ____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV **Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: ____

Organization Address: ____

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

☐Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐For-Profit Corporation (any type) ☐Limited Liability Company (LLC)

☐Partnership ☐Limited Partnership ☐Limited Liability Partnership (LLP)

☐Other (be specific): ____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #’s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

<u>Part IV</u> Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of __________________ ss:

I, ____________________________________ residing in

____ (name of affiant)

(name of municipality)

in the County of _________________________________ and State of

________________________of full age, being duly sworn according to law on my oath depose and say that:

I am ____ of the firm of

____

(title or position) (name of firm)

____ the bidder making this Proposal for

the bid entitled _________________________, and that I executed the said proposal with

(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the ___relies upon the truth of the statements contained in said Proposal

(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

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

____.

Subscribed and sworn to

before me this day

Signature ________________________________

__________________, 2____

____
(Type or print name of affiant under signature)

____
Notary public of

My Commission expires ______________

(Seal)

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L.1975, C.127)

Company Name: ____________________

Street: ____________________

City, State, Zip Code: ____________________

Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Suppliers 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

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*

DOC #3, continued

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

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

____

Signature of Procurement Agent

DOC #4

C.271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

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

additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to

section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Supplier Information

Supplier Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature ____________ Printed Name ____________ Title ____________

Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

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):

DOC #5

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-C
Name of Form:	**STOCKHOLDER DISCLOSURE CERTIFICATION**
Statutory Reference:	N.J.S.A. 52:25-24.2 (P.L. 1977, c.33)
Instructions Reference:	Statutory and Other Requirements VII–C
Description:	Meets statutory criteria for disclosure of bidder's ownership.

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.

The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Bidders are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Bid Submission

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

☐Partnership ☐Corporation ☐Sole Proprietorship

☐Limited Partnership ☐Limited Liability Corporation ☐Limited Liability Partnership ☐Subchapter S Corporation

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

Stockholders:

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

Subscribed and sworn before me this ______ day of _____________, 2__. (Notary Public) My Commission expires:	________________________________ (Affiant) ________________________________ (Print name & title of affiant) (Corporate Seal)

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in
N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

DOC #8

EEO/AA Evidence

Suppliers are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible Supplier.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: ______________________________ Title: ______________________

Signature: ___________________________ Date: ______________________

DOC #9

MCBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY

MACBRIDE PRINCIPALS FORM

DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION #: __________ **SUPPLIER/BIDDER:**

SUPPLIER'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Supplier/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Supplier/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Supplier/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Supplier/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐ The Supplier/Bidder has no business operations in Northern Ireland; or

OR

☐ The Supplier/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Supplier/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Supplier/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature	Date
Print Name and Title	

EDGE PUBLIC, LLC

SUPPLIER ADMINISTRATION AGREEMENT

This **SUPPLIER ADMINISTRATION AGREEMENT** ("**Agreement**") is made this ____ day of _________ 20___, (the "**Effective Date**") by and between Edge Public LLC ("**Edge Public**"), a [State] Limited Liability Company with a principal place of business located at ________, and ______________ ("**Supplier**"), a [State] [Corporation] with a principal place of business located at _______________________ . Each of Edge Public and Supplier shall be referred to herein as a "**Party**" and together, as the "**Parties**". Capitalized terms used herein that are not otherwise defined shall have the meanings set forth in that certain Master Agreement, as defined below.

WHEREAS, Supplier provides products and/or services eligible for inclusion in those offered for use through Edge Public's commitment to public sector purchasing opportunities and wishes to collaborate with Edge Public to increase the availability of its offerings to eligible public entities.

WHEREAS, Edge Public is a cooperative purchasing organization that serves public agencies and other eligible entities and facilitates the procurement of goods and services through cooperative efforts with suppliers such as Supplier.

WHEREAS, Supplier has entered into a master agreement (the "**Master Agreement**") dated as of _____, with an Agreement No: ______ with _____ (the "**Lead Contracting Agency**") for the purchase of ____________ (the "**Product**"), as per the terms set forth therein and in the copy attached hereto as Exhibit A .

WHEREAS, the Master Agreement allows public, state, local governmental entities, academic institutions, and non-profit agencies ("**Public/Non-Profit Agencies**") to purchase the Product at established prices through registration [the Lead Contracting Agency].

WHEREAS, Edge Public has the desire and ability to market the Master Agreement to Public/Non-Profit Agencies on behalf of the Supplier.

WHEREAS, Edge Public and Supplier wish to make the Master Agreement available to Public/Non-Profit Agencies and define their relationship's terms.

NOW, THEREFORE, in consideration for the mutual covenants, agreements and other good and valuable considerations, the receipt and sufficiency thereof which are hereby acknowledged by the Parties, Edge Public and the Supplier agree as follows:

1) **Purpose:** This Agreement sets forth the terms and conditions under which the Parties will collaborate to market opportunities to [eligible] Agencies to procure the Product from Supplier by registration with Edge Public and in compliance with the Master Agreement.

2) **Agreement Term**: This Agreement shall be in effect from the Effective Date stated above, or the following stated date if different: _____________, and shall remain in effect for a period of five (5) years (such period the "Initial Term"). If neither Party provides written notice of its intent to terminate this Agreement at least forty-five (45) days' prior to the end of the Initial Term or any Renewal Term (as defined herein), then this Agreement will continue for consecutive one (1) year terms (each, as Renewal Term"). In any event, this Agreement shall terminate immediately upon termination of the Master Agreement.

3) **Terms and Conditions:**

   i) The Parties agree that unless expressly modified or superseded herein, the terms and conditions of the Master Agreement are incorporated by reference, which the Parties further acknowledges means that, among other provisions contained therein, all Supplier's commitments in the solicitation and its response that resulted in the Master Agreement are integrated herein.

   ii) The Parties further agree that Edge Public shall have all rights, privileges, and indemnifications granted to the Lead Contracting Agency by the Supplier in the Master Agreement. These rights extend to Edge Public, its employees, officers, directors owners, managers agents, and employees, and shall include all insurance obligations.

4) **Edge Public Responsibilities**:

   i) Edge Public shall market the opportunities presented pursuant to the Master Agreement, including by promoting the Product procurement opportunity through various channels, including in person and event-based marketing events in collaboration with Supplier.

   ii) Edge Public shall also monitor the overall compliance with this Agreement to ensure that all activities are being conducted in accordance with the Master Agreement.

   iii) [Edge Public shall create an onboarding process for Agencies who wish to participate in the offerings under the Master Agreement, based on________.]

   iv) Edge Public shall develop and maintain relationships with:

      (a) Supplier personnel and learn the scope of the Product and the offerings of Supplier

      (b) Lead Contracting Agency to assist in learning the goals, challenges and objectives of such agency and the overall goals of the local and regional Public and Non-Profit Agencies that may wish to participate in obtaining the Products.

      (c) Public Agencies to facilitate interest and understanding in participating in the programming made available through the Lead Contracting Agency and Edge Public.

   v) Edge Public is **not** responsible for:

      (a) Placement of any actual of any orders by Lead Contracting or Public / Non-Profit Agencies; the Parties acknowledge and agree that Edge Public is not a dealer nor agent of the Supplier, Lead Contracting Agency, nor Public/Non-Profit Agencies. Edge Public guarantees no minimum purchases.

      (b) Supplier’s performance or lack thereof, under the Master Agreement.

5) **Supplier Responsibilities**:

   i) Supplier must, from the Effective Date forward, provide marketing support to Edge Public (as is set out in the Solicitation).

   ii) Supplier shall also provide technical support and training to Edge Public personnel to assist in Edge Public understanding and marketing capabilities with respect to the Products and the programming under which such are offered by Supplier.

   iii) Supplier shall provide feedback on no less than a monthly basis, regarding how the processes and procedures implemented by Edge Public are working.

iv) Supplier must adhere to the terms conditions and performance criteria of the Master Agreement and perform at or above expectation for all customers serviced under the terms of this Agreement and the Master Agreement, including but not limited to any volume commitments made by Supplier, fill rates and on time delivery terms.

v) Supplier shall provide any training needed to Public/Non-Profit Agencies who participate in the Master Agreement.

vi) Supplier must maintain all necessary certifications, licenses and registrations and file all necessary materials to remain in good standing within the industry and for the Products which it supplies.

vii) Supplier shall operate its business in compliance with all applicable laws, regulations and ordinances, and is and take all steps necessary to remain in good standing in the jurisdictions in which it operates.

viii) Supplier shall manage all orders, and monitor all sales, deliveries, rejections and returns. Supplier agrees and acknowledges that all such activities are its responsibility (including if it subtracts any portion thereof to third parties for completion), and not that of Edge Public.

ix) Supplier shall be responsible invoicing and collections on sales of the Products and the accrual of the Admin Fee (as defined below). Such Admin Fee shall be remitted to Edge Public on a monthly basis, within thirty days of the end of the previous month and shall be accompanied by a report detailing how the quarterly Admin Fee payment has been calculated.

6) **Mutual Responsibilities**:

i) Edge Public and Supplier will promote the Master Agreement to Public/Non-Profit Agencies and will require that such Public/Non-Profit Agencies complete all onboarding processes required by Edge Public including submission of any participation onboarding documentation prior to having access to the procurement opportunities made available under the Master Agreement.

ii) Branding and Logos: Each Party hereby grants the other a non-exclusive, nontransferable license to use its logos, trademarks, and brand names solely in connection with the joint marketing efforts outlined in this Agreement. The usage of any brand asset must comply with the other Party's branding guidelines.

iii) The Parties will create joint advertisements, webinars or other presentations to promote the Master Agreement to the target audience. All such materials will be jointly approved by the Parties.

iv) Edge Public and Supplier will work together to devise new directions in which to promote Suppliers products or services.

7) **Edge Public Administrative Fee**: Edge Public shall receive an administrative fee of 3% of all purchases made by Public Entities under the Master Agreement (the "Admin Fee").

8) **Termination; Effect of Termination:**

i) **Termination:** Either Party may terminate this Agreement in the event of a material breach by the other party, subject to the cure provisions set forth herein. A "material breach" shall be defined as a failure to perform an essential obligation under this Agreement, which includes but is not limited to the following:

(a) Failure to Remit Admin Fees: If Supplier fails to timely remit the correct Admin Fees or the supporting documentation needed to verify such calculations within the timeframes specified in this Agreement;

(b) Failure to Comply with Terms of Supply: If Supplier fails to provide the agreed minimum volumes of Product, or fails to meet any other key provision relating to the supply to Public/Non-Profit Agencies,

(c) Material Breach (or termination) of the Master Agreement(d) Material breach of any obligation of a Party hereunder.

ii) **Cure Period**: If any material breach occurs by either Party, the breaching party shall have thirty (30) days to cure such breach. If such breach is not cured within that time period, the non-breaching Party may terminate this Agreement immediately upon written notice to the breaching Party.

iii) **Effect of Termination**: Upon termination of this Agreement, neither Party shall have any additional obligations to each other, other than to remit amounts accrued but not yet paid, and any obligations which survive termination. All marketing efforts shall cease and neither Party shall have the right to present any co-marketing materials or presentations. All printed materials, if any, that either Party has in their possession shall be destroyed and shall be prohibited from further use.

9) **Indemnification By Supplier**:

i) Supplier agrees to fully indemnify, defend, and hold harmless Edge Public, its affiliates, directors, officers, employees, agents, and representatives (collectively, the “Edge Public Indemnified Parties”) from and against any and all losses, claims, damages, liabilities, expenses, costs, judgments, and fees (including reasonable attorneys' fees) (collectively, “Losses”) arising out of or in connection with:

(a) Any breach by Supplier of any provision of this Agreement or the Master Agreement, including but not limited to any representation, warranty, or covenant made by Supplier herein;

(b) Any negligence, willful misconduct, or unlawful acts of Supplier in the performance of this Agreement or the Master Agreement;

(c) Any defect, failure, or issue arising from the Supplier’s products, including but not limited to any claims related to product defects, injuries, damages, or intellectual property infringement resulting from the storage, use or sale of the Supplier’s products;

(d) Any violation of applicable laws, regulations, or industry standards by Supplier in connection with the performance of this Agreement.

ii) Supplier shall, at its sole cost and expense, defend any and all claims, suits, or action ns brought against any Indemnified Party that are subject to indemnification under this provision. Edge Public shall cooperate fully with Supplier in the defense of any such claims, suits, or actions, and may, at its own expense, participate in such defense with counsel of its choosing.

iii) Nothing in this Agreement shall be construed to limit or waive Supplier's indemnification obligations with respect to Losses arising from Supplier's breach, negligence, misconduct, or defective products, even if such Losses exceed the amounts payable under any insurance policies held by Supplier.

10) **Indemnification By Edge Public**

i) Edge Public agrees to fully indemnify, defend, and hold harmless Edge Public, its affiliates, directors, officers, employees, agents, and representatives (collectively, the "Supplier Indemnified Parties") from and against any and all Losses arising out of or in connection with:

(a) Any breach by Edge Public of any provision of this Agreement, including any representation, warranty or covenant made by Edge Public herein;

(b) Any negligence, willful misconduct or unlawful acts of Edge Public in its performance of its obligations hereunder; or

(c) Any violation of applicable laws, regulations or industry standards by Edge Public in connection with its performance of its obligations hereunder.

ii) Edge Public shall, at its sole cost and expense, defend any and all claims, suits, or action brought against any Supplier Indemnified Party that are subject to indemnification under this provision. Supplier shall cooperate fully with Edge Public in defense of any such claims, suits, or actions, and may, at its own expense, participate in such defense with counsel of its choosing.

iii) Limitations of Liability: The maximum amount of liability to which Edge Public may be held accountable shall not exceed the total amount of Admin Fees received by Edge Public in the 12 months preceding the claim which gave rise to such liability. UNDER NO CIRCUMSTANCES SHALL EDGE PUBLIC BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE MASTER AGREEMENT, EVEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES.

11) **Confidentiality**: The Parties agree to keep all confidential information disclosed by either Party ("Confidential Information") in connection with this Agreement strictly confidential and not to disclose it to any third party without prior written consent. Confidential Information shall not include information that is publicly available or independently developed by the receiving Party without reference to the disclosing party's confidential information. The obligations of confidentiality shall remain in effect for two years following the termination of this Agreement, except for any Confidential Information which constitutes trade secrets, which must remain subject to this protection beyond such two year time period, until such time as it no longer constitutes protected trade secrets.

12) **Relationship**: Nothing in this Agreement shall be construed to create a joint venture, partnership, or agency relationship between the Parties. The Parties are independent contractors, and neither party shall have any authority to act on behalf of the other or bind the other in any way. Each party shall be solely responsible for its own actions and obligations under this Agreement.

13) **Governing Law and Venue**: This Agreement shall be governed by, and construed in accordance with, the laws of the State of [Florida] without regard to its conflicts of laws principles. The parties hereby consent to the exclusive jurisdiction and venue of the state and federal courts located in Broward County, Florida, for the resolution of any disputes arising out of or in connection with this Agreement.

14) **Dispute Resolution**: In the event of any disputes or disagreements between Edge Public and Supplier, both Parties agree to first try to resolve such issues through mutual discussions.

15) **Miscellaneous**. This Agreement, including all exhibits, schedules, and documents incorporated by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and communications, whether written or oral, relating to such subject matter. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless made in writing and signed by an authorized representative of both Parties. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the extent necessary to make it enforceable while reflecting the original intent of the Parties. If such modification is not possible, the invalid, illegal, or unenforceable provision shall be severed from this Agreement, and the remainder of the Agreement shall remain in full force and effect.

****

IN WITNESS WHEREOF, the Parties have so AGREED as of the date written below:

EDGE PUBLIC LLC	[SUPPLIER]
By:______________________	By:____________________
Name:___________________	Name:_________________
Title:____________________	Title:___________________
Date:____________________	Date:___________________

APPENDIX E – SAMPLE TASK ORDER FORM

Job Order Contracting (JOC) Program

SAMPLE / TEMPLATE – FOR ILLUSTRATIVE PURPOSES ONLY
This form will be completed by the Owner/Contracting Officer for each Task Order issued under the JOC Contract.

SECTION 1 – CONTRACT INFORMATION & PARTIES

Contract No.		**Contract Title**	Job Order Contracting Services
Task Order No.	TO-[YEAR]-[###]	**Issue Date**	
Owner / Agency		**Department / Division**	
Contracting Officer		**CO Phone / Email**	
JOC Contractor		**Contractor Contact**	
Contractor License No.		**Contractor Phone / Email**	

SECTION 2 – PROJECT DESCRIPTION & LOCATION

Project Title	
Facility / Site Name	
Site Address	
Facility Type	☐ Office/Admin ☐ Maintenance Facility ☐ Public Works ☐ Recreation ☐ Utility Infrastructure ☐ Other: ___________
Scope of Work Summary	*Describe the general nature of work, including trade categories involved:*
Applicable UPB Edition	

SECTION 3 – PRICING & ADJUSTMENT FACTORS

Price Component	Coefficient / Factor	UPB Subtotal ($)	Notes
Normal Working Hours (NWH)		$	*Awarded coefficient from contract*
Other Than Normal Hours (OTNH)		$	*If applicable*

Non-Pre-Priced (NPP) Items		$	*Attach NPP breakdown; max % per contract terms*
Owner-Furnished Materials (OFM) Credit	N/A	($)	*Deduct if owner provides materials*
TOTAL TASK ORDER AMOUNT		**$**	*Not-to-Exceed (NTE) Amount*

Note: *This Task Order is issued as a Not-to-Exceed (NTE) amount. The Contractor shall not exceed this amount without prior written authorization from the Contracting Officer. Final payment will be based on actual quantities of work completed per the Job Order Detail Sheets.*

SECTION 4 – SCHEDULE & PERFORMANCE PERIOD

Notice to Proceed (NTP) Date		**Substantial Completion Date**	
Final Completion Date		**Total Calendar Days**	
Liquidated Damages Rate	$ /calendar day	**Phasing Required?**	☐ Yes (attach phasing plan) ☐ No
Work Hours Restriction	☐ Normal Working Hours Only ☐ OTNH Authorized ☐ Owner-Specified Hours: ___________		

SECTION 5 – JOB ORDER DETAIL SHEETS (JODS) SUMMARY

JODS No.	Description of Work / CSI Division	NWH Amount	OTNH Amount	JODS Total
1		$	$	$
2		$	$	$
3		$	$	$
4		$	$	$
5		$	$	$
	(Add rows as needed — attach additional JODS)			
TOTALS		**$**	**$**	**$**

SECTION 6 – SPECIAL CONDITIONS & REQUIREMENTS

Check all that apply and attach supporting documentation as required:

☐ Prevailing Wage / Davis-Bacon Act applies — Wage Determination No.: ___________
☐ Certified Payroll required — Submit weekly to Contracting Officer
☐ LEED / Sustainability requirements — Attach specifications
☐ Historic preservation / SHPO review required
☐ Asbestos / Hazardous materials survey on file — Attach abatement protocol if applicable
☐ Special inspection required — Attach inspection program
☐ Owner-Furnished Materials (OFM) — Attach OFM list and delivery schedule
☐ Permits required — Contractor responsible unless otherwise noted: ___________
☐ Site access restrictions: ___________
☐ Coordination with other contracts / contractors required: ___________
☐ Other: ___________

Additional Special Conditions	

SECTION 7 – INSURANCE & BOND REQUIREMENTS

Insurance / Bond Type	Required Minimum Amount	Verification Status
Commercial General Liability	$1,000,000 per occurrence	☐ On file ☐ Required
Automobile Liability	$1,000,000 combined single limit	☐ On file ☐ Required
Workers' Compensation	Statutory limits	☐ On file ☐ Required
Umbrella / Excess Liability	$5,000,000 (if required by contract)	☐ On file ☐ Required
Performance Bond	100% of Task Order Amount	☐ On file ☐ Required
Payment Bond	100% of Task Order Amount	☐ On file ☐ Required

SECTION 8 – REQUIRED ATTACHMENTS CHECKLIST

#	Attachment Description	Required	Included
1	Job Order Detail Sheets (JODS) for all line items	*Required*	☐ Yes ☐ N/A
2	Detailed Scope of Work / Technical Specifications	*Required*	☐ Yes ☐ N/A
3	Site Plans / Construction Drawings	*If applicable*	☐ Yes ☐ N/A
4	Non-Pre-Priced (NPP) Item Justification & Pricing	*If applicable*	☐ Yes ☐ N/A
5	Subcontractor List (all subs > $10,000)	*Required*	☐ Yes ☐ N/A

6	Prevailing Wage Determination (if applicable)	*If applicable*	☐ Yes ☐ N/A
7	Performance & Payment Bond (if required)	*If applicable*	☐ Yes ☐ N/A
8	Certificate of Insurance	*Required*	☐ Yes ☐ N/A
9	Contractor's Project Schedule (CPM/Bar Chart)	*Required*	☐ Yes ☐ N/A
10	Pre-Construction Inspection Report / Photos	*Required*	☐ Yes ☐ N/A
11	Owner-Furnished Materials List	*If applicable*	☐ Yes ☐ N/A
12	Hazardous Materials Survey / Abatement Protocol	*If applicable*	☐ Yes ☐ N/A

SECTION 9 – APPROVALS & SIGNATURES

CONTRACTOR ACCEPTANCE

The undersigned Contractor acknowledges receipt of this Task Order and agrees to perform the work described herein in accordance with the JOC Contract terms and conditions.

Authorized Signature:	**Printed Name / Title:**	**Date:**
______________________________	______________________________	______________________________

OWNER / CONTRACTING OFFICER AUTHORIZATION

Recommended by (JOC Program Manager)		Date: __________
Reviewed by (Owner's Representative)		Date: __________
Approved by (Contracting Officer)		Date: __________

Contracting Officer Signature:	**Printed Name:**	**Date:**
______________________________	______________________________	______________________________

Task Order No. ____________________

DISTRIBUTION
Original: Contracting Officer File   Copy 1: Contractor   Copy 2: JOC Program Manager   Copy 3: Project File
Copy 4: Finance / Accounting

APPENDIX F

Unit Price Book (UPB) Reference Information

1. Overview of the Unit Price Book

The Unit Price Book (UPB) is the pricing foundation of this Job Order Contracting program. Under JOC, Task Order pricing is established by applying the Awarded Supplier's Coefficient(s) to pre-priced line items contained within the UPB. Transparent, auditable, and consistently applied pricing is achieved because all parties — AFI, Participating Public Agencies (PPAs), and Awarded Suppliers — work from the same pre-agreed cost data.

This appendix describes the specific UPB used in this program: TruPriceData™, powered by BNi® Building News construction cost data, accessed exclusively through the eConverge™ platform.

2. TruPriceData™ — The Program's Unit Price Book

2.1 Data Source: BNi® Building News

TruPriceData™ is powered by BNi® Building News, a nationally recognized construction cost data publisher with over 75 years of real-world pricing experience. BNi® cost data is widely used in public-sector construction programs and provides a credible, defensible basis for competitive JOC pricing.

BNi® data is compiled from actual construction project pricing across the United States and is updated regularly to reflect current labor, material, and equipment market conditions. It is a peer to other nationally recognized cost databases (RSMeans, Gordian) commonly referenced in JOC programs.

2.2 Coverage and Structure

TruPriceData™ provides detailed, line-item pricing for thousands of construction tasks organized by trade and work type, covering all four Workstreams described in this RFP:

Workstream	Scope of Coverage
Workstream 1	General construction, repair, renovation — interior and exterior building work, ADA upgrades, sitework, hardscape
Workstream 2	Mechanical, electrical, and plumbing — HVAC, plumbing, electrical systems, energy efficiency retrofits, fire protection
Workstream 3	Infrastructure and utilities — water/wastewater systems, roads, bridges, parks, underground utilities
Workstream 4	Specialty construction — hazardous material abatement, environmental remediation, historic preservation, specialty coatings, emergency response

Each line item in TruPriceData™ includes separately stated labor, material, and equipment components, which allows for regional cost adjustments and transparent review of pricing by participating agencies.

2.3 Metro Area Multipliers — Regional Cost Localization

Construction labor and material costs vary significantly across the United States. TruPriceData™ addresses this through Metro Area Multipliers, which adjust base unit prices to reflect local market conditions for the geographic area where work is to be performed.

When a Participating Public Agency issues a Task Order, the applicable Metro Area Multiplier for that agency's location is applied within the eConverge™ platform automatically. This ensures that Task Order pricing reflects actual local market conditions rather than national averages, supporting both program fairness and accurate project budgeting.

> **Important:** Offerors must account for regional cost variation when developing their proposed Coefficients. The Coefficient should reflect the Offeror's overhead, profit, supervision, bonds, and insurance costs — not geographic labor or material adjustments, which are handled by the Metro Area Multiplier within the UPB.

3. How the UPB Is Used in Task Order Pricing

3.1 Pricing Formula

All Task Order pricing under this program is calculated as follows:

Task Order Price = UPB Line Item Price × Metro Area Multiplier × Coefficient

Each component of the formula plays a distinct role:

Component	Description
UPB Line Item Price	The base pre-priced cost for the specific construction task, drawn from TruPriceData™ / BNi® cost data within eConverge™
Metro Area Multiplier	A geographic adjustment factor applied automatically within eConverge™ to localize base costs to the PPA's jurisdiction
Coefficient	The Offeror's competitively proposed multiplier reflecting overhead, profit, supervision, bonding, insurance, and all other contractor costs not included in the base unit price

3.2 Coefficient Structure

Offerors are required to propose Coefficients for the following categories as part of their pricing response. Separate coefficients allow agencies to accurately price work performed under varying cost conditions:

Coefficient Category	Definition
Normal Working Hours	Work performed during standard weekday business hours as defined in the Master Agreement
Other Than Normal Hours	Work performed evenings, weekends, or holidays; typically carries

	a higher coefficient due to premium labor rates

3.3 Non Pre-Priced (NPP) Cost Items

Not every construction task encountered on a project will have a matching line item in TruPriceData™. When a required task cannot reasonably be identified within the UPB, it may be addressed as a Non Pre-Priced (NPP) Cost Item, subject to the following requirements:

- NPP items must be documented using verifiable supplier quotations, invoices, published pricing, or documented labor rates.
- The Offeror's approved NPP markup or coefficient is applied to NPP items, as established in the Master Agreement.
- All NPP items must be submitted and documented through the eConverge™ platform as part of the Task Order estimate.
- NPP items shall only be used when a comparable task cannot reasonably be identified within the UPB.
- Use of NPP items is limited and subject to review and approval by the Participating Public Agency prior to inclusion in a Task Order.

> **Offeror Note:** Excessive use of NPP items, or use of NPP items where a comparable UPB task exists, may be flagged during Task Order review. Agencies are provided full transparency into all line items and may request supporting documentation for any NPP cost.

4. eConverge™ — The Required Estimating Platform

4.1 Platform Overview

TruPriceData™ is not a standalone document — it is accessed exclusively through the eConverge™ cloud-based JOC estimating and program management platform (www.econverge.com), developed by ProCureEdge, LLC. eConverge™ is the required estimating environment for all Awarded Suppliers under this Master Agreement. No alternative estimating platforms will be accepted for formal Task Order pricing submissions.

eConverge™ integrates TruPriceData™ / BNi® cost data directly into the estimating workflow, enabling Awarded Suppliers to develop detailed, line-item Task Order proposals with regional cost adjustments applied automatically.

4.2 Key Platform Capabilities

Capability	Description
Integrated UPB Pricing	TruPriceData™ cost data is built into the platform — no manual lookups or external spreadsheets required
Automatic Regional Adjustment	Metro Area Multipliers are applied within the platform based on the project location selected for each Task Order
Transparent Line-Item Estimates	All Task Order estimates are documented at the line-item level, providing agencies with full audit trail and pricing transparency
Task Order Lifecycle Management	Tracks Task Orders from initial scope development through completion, supporting project status visibility for both Supplier and PPA
NPP Item Documentation	Non pre-priced items are submitted and reviewed within the platform, maintaining a documented record of all cost justifications

Agency Reporting Support	Generates project documentation supporting agency compliance, audit, and reporting requirements

4.3 Subscription and Access

Awarded Suppliers are required to maintain an active eConverge™ subscription for the full duration of the Master Agreement as a condition of participation. Awarded Suppliers will incur a subscription cost for eConverge™; Participating Public Agencies access the platform at no charge.

Resource	Details
Platform Website	www.econverge.com
Free Trial	10-day free trial available at www.econverge.com/trial — strongly recommended for Offerors evaluating platform readiness prior to proposal submission
Sales Contact	sales@eConverge.com
Support Contact	support@eConverge.com
Phone	(469) 290-7488, Monday–Friday, 8:00 AM–5:00 PM Central
Training Resources	Onboarding support and training resources are available through the eConverge™ platform for new users

5. Offeror Guidance — Proposing with the UPB

5.1 Reviewing TruPriceData™ Before Submitting a Proposal

Offerors are strongly encouraged to access the eConverge™ platform and review TruPriceData™ cost data prior to submitting their proposal. Understanding the scope, structure, and line-item coverage of the UPB is essential for developing a competitive and accurate Coefficient.

Key items to evaluate during review:

- Coverage of the Workstream(s) you are proposing — assess whether the UPB sufficiently covers the types of work your firm commonly performs.
- Labor, material, and equipment component breakdowns — understand how base costs are structured before applying your Coefficient.
- Metro Area Multiplier ranges — review the geographic adjustment factors applicable to the regions where your firm intends to operate.
- NPP item frequency — estimate how often your proposed scope may require NPP items given the UPB's coverage, and plan your NPP markup accordingly.

5.2 Developing a Competitive Coefficient

The Coefficient is the primary competitive pricing element in this solicitation (weighted at 30% of the evaluation score). A well-developed Coefficient accurately reflects your firm's actual costs while remaining competitive for award.

Your Coefficient should account for all costs not already captured in the TruPriceData™ base unit prices, including:

- General overhead and home office costs
- Field supervision and project management
- Performance and payment bonds

- General liability and other required insurance
- Profit margin
- Any other costs not included in TruPriceData™ base pricing

> **Important:** The Metro Area Multiplier adjusts for geographic cost variation — your Coefficient should NOT include adjustments for regional labor or material cost differences, as these are already addressed within the platform.

5.3 Experience with Alternative UPBs

In the UPB section of the Technical Approach (Tab 3 of your proposal), offerors are asked to describe experience with BNi® cost data and/or other unit-price cost books such as RSMeans or Gordian. The evaluation team recognizes that many experienced JOC contractors may have used different UPBs on prior contracts.

Familiarity with any pre-priced unit cost system is directly transferable to TruPriceData™. Offerors without prior eConverge™ experience should describe their plan for onboarding staff to the platform and note that a free 10-day trial is available.

6. Summary Reference Table

Item	Details
UPB Name	TruPriceData™
Data Source	BNi® Building News construction cost data (75+ years of real-world pricing experience)
Access Platform	eConverge™ (www.econverge.com) — required for all Awarded Suppliers
Platform Developer	ProCureEdge, LLC
Geographic Adjustment	Metro Area Multipliers applied automatically within eConverge™ by project location
Pricing Formula	UPB Line Item Price × Metro Area Multiplier × Coefficient
Coefficient Categories	Normal Working Hours; Other Than Normal Hours
NPP Items	Permitted when no comparable UPB task exists; requires verifiable documentation; subject to agency approval
Subscription Requirement	Awarded Suppliers must maintain active eConverge™ subscription for the full contract term
Free Trial Available	Yes — 10-day free trial at www.econverge.com/trial
Workstreams Covered	All four Workstreams (General Construction; MEP; Infrastructure & Utilities; Specialty)

Supplier:	Supplier
Contract #	AFI-XXXXXXXXXXX
Completed By:	
Date:	
Please return to :	chris.primiano@edgepublic.com
FilterBuy	`
COOP	**Account #**
AFI	**TBD**

Name of Organization
[redacted]
Test

Type of Org	Address	City
Test	Test	Test

ST	ZIP	County Name	Phone	
				Gross Sales $
Test	Test	Test	Test	

December 2025		
Administrative Fee %	Administrative Fee $	Gross Sales $

January 2026		
Administrative Fee %	Administrative Fee $	Gross Sales $

February 2026			March 2026
Administrative Fee %	Administrative Fee $	Gross Sales $	Administrative Fee %

	April 2026		
Administrative Fee $	***Gross Sales $***	***Administrative Fee %***	***Administrative Fee $***

May 2026			
Gross Sales $	***Administrative Fee %***	***Administrative Fee $***	***Gross Sales $***

June 2026		July 2026	
Administrative Fee %	Administrative Fee $	Gross Sales $	Administrative Fee %

	August 2026		
Administrative Fee $	***Gross Sales $***	***Administrative Fee %***	***Administrative Fee $***

September 2026			
Gross Sales $	***Administrative Fee %***	***Administrative Fee $***	***Gross Sales $***

October 2026		November 2026	
Administrative Fee %	Administrative Fee $	Gross Sales $	Administrative Fee %

	December 2026		
Administrative Fee $	***Gross Sales $***	***Administrative Fee %***	***Administrative Fee $***

Quarter 1 + 2026 2026			
Gross Sales $	Administrative Fee %	Administrative Fee $	Gross Sales $

Quarter 2 2026		***Quarter 3 2026***	
Administrative Fee %	***Administrative Fee $***	***Gross Sales $***	***Administrative Fee %***

	Quarter 4 2026		
Administrative Fee $	***Gross Sales $***	***Administrative Fee %***	***Administrative Fee $***

MASTER AGREEMENT

Master Agreement # 2025-120

Effective Date: July 1, 2026

This Master Agreement (“Agreement”) is entered into by and between, **VENDOR NAME** with a business address of **ADDRESS** (“Supplier”), and the Alliance for Innovation (AFI), a non-profit corporation with offices at PO Box 1645, Keller, TX 76244 (“AFI”). Edge Public, a cooperative purchasing organization, is designated as the Group Purchasing Organization (GPO) of record under this Agreement.

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1. Purpose and Scope

This national cooperative procurement agreement enables AFI members and other eligible public agencies to purchase **RFP TITLE** from Supplier through competitively solicited pricing and terms established by the originating Request for Proposal (RFP), issued by AFI as lead agency.

The Supplier acknowledges that this Agreement is awarded under a cooperative purchasing model, with Edge Public serving as the administrative and facilitative body. All participating agencies executing purchases under this Agreement are referred to as “Participating Entities.”

This Agreement ***does not constitute a purchase order or binding commitment*** by AFI or any Participating Entity. Each purchase made pursuant to this Agreement may be subject to a separate agreement between the Supplier and the purchasing entity.

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2. Term of Agreement

This Agreement shall be effective for **five (5) years**, through **June 30, 2031**, with **an option for one (1) two-year renewal**, contingent upon:

- A formal written renewal request from the Supplier.
- Mutual written consent by AFI and Edge Public.
- At least six (6) months' advance notice prior to expiration.

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3. Pricing and Discounts

Supplier agrees to provide the pricing outlined in your proposal, which shall include:

- Core and non-core product pricing.
- Percent discounts from published catalog or MSRP.
- Special project pricing and volume-based incentives.

Price increases are in accordance with the RFP response and must be submitted with **at least 60 days' notice** to AFI and Edge Public. Price decreases can be applied at any time, and specific member volume pricing may be offered through Member Specific Agreements (MSAs) at the discretion of the Supplier and Member.

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4. Use of Agreement by Participating Entities

This Agreement is made available to all public agencies across the United States that meet the eligibility criteria set forth by Edge Public. Use of this Agreement by such agencies is voluntary. Participating Entities shall issue their own purchase orders or contract documents referencing this Agreement, and Supplier shall transact directly with each agency.

Participating Entities agree to comply with their own procurement rules when purchasing through this Agreement.

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5. Terms and Conditions

Unless otherwise agreed under a Participating Entity's MSA, the terms and conditions of the original RFP and Supplier's response (as incorporated by reference) shall govern all transactions under this Agreement.

In the event of a conflict between a Participating Entity's order and this Agreement, the RFP terms shall prevail unless specifically waived in writing.

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6. Edge Public Administrative Role

Edge Public shall act as the GPO of record and may:

- Collect and report usage data.
- Facilitate communication and marketing efforts.
- Receive a cooperative administrative fee from Supplier, the details of which are addressed in a separate Supplier Agreement between Edge Public and the Supplier.

Supplier agrees to report quarterly sales made under this Agreement to Edge Public and remit any agreed fees accordingly.

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7. Legal Compliance

Supplier certifies compliance with all applicable federal, state, and local laws, including but not limited to:

- **EDGAR (Education Department General Administrative Regulations)**

- **2 CFR 200** for federal funds
- **Non-discrimination and equal opportunity laws**

FOIA or public record requests shall be managed in accordance with applicable state law, and no confidential or proprietary information shall be disclosed without prior written consent unless required by law.

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8. Entire Agreement

This Agreement, including the referenced RFP, Supplier's proposal, and all attachments (including pricing), comprises the entire understanding of the parties and supersedes any prior agreements or communications.

Modifications to this Agreement must be made in writing and signed by all parties.

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9. Execution

This Agreement is executed by duly authorized representatives of each party. Electronic signatures shall have the same legal force as original signatures. Delivery of signed copies by email in PDF or equivalent format is acceptable and binding.

Alliance for Innovation (AFI)
By: ___________________________
Name: Michael Wilkes
Title:
Date:

VENDOR NAME
By: ___________________________
Name:
Title:
Date: